SPECIAL, 7/1/2019 1:30:00 PM

BE IT REMEMBERED that on July 01, 2019, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable Zena Stephens, Sheriff (ABSENT)

CHIEF SCHAUBERGER

Honorable Carolyn L. Guidry , County Clerk

When the following proceedings were had and orders made, to-wit:

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS July 01, 2019

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **01st** day of **July 2019** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three

PURCHASING:

1. Consider and approve specifications for Request for Proposal (RFP 19-032/YS), Lease of Property Acquired as a Result of Buy-Out.

SEE ATTACHMENTS ON PAGES 10 - 34

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

2. Consider and approve specifications for Request for Proposal (RFP 19-035/JW), Development of Property Located on FM 3514 in Jefferson County.

SEE ATTACHMENTS ON PAGES 35 - 82

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

3. Consider and approve a lease extension for (RFP 14-003/JW), Lease of Properties Acquired as a Result of Buy-Out with Darrell L. Faulk, Theresa White, Scott H. Courville, and Levacy Family Partnership for an additional five (5) years from July 6, 2019 to July 5, 2024.

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

4. Consider and approve, execute, receive and file and Engagement Letter for (RFP 18-015/YS), Auditing Services for Jefferson County with Whitley Penn for a second year of a three (3) year contract from July 29, 2019 to July 28, 2020, at a cost not to exceed $69,800.00.

SEE ATTACHMENTS ON PAGES 83 - 92

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

5. Consider and approve, execute, receive and file a contract for (IFB 19-021/JW) Ford Fields Concession Stand with N & T Construction Co., Inc., in the amount of $587,000.00

SEE ATTACHMENTS ON PAGES 93 - 734

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

6. Consider and approve, execute, receive and file professional services agreement (PROF 19-036/JW) with Runbeck Election Services, Inc. for ballot print and mail preparation services for the County Clerk's Office, to include a one-time set-up fee of $3,000.00. Estimated fees for services (that do not include postage) are shown in Exhibit A of the agreement.

SEE ATTACHMENTS ON PAGES 735 - 742

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

7. Consider and approve, execute, receive and file Change Order No. 2 for Professional Services Agreement (PROF 15-002/JW) with LJA Engineering, Inc., for construction inspection services in the amount of $60,000.00, bringing the total cost of this agreement from $363,820.00 up to $423,820.00. This project is funded by grants from the National Fish and Wildlife Foundation (NFWF) and the North American Wetlands Conservation Act (NAWCA). Any construction cost not covered by these two grants will be funded from the County's settlement with BP.

SEE ATTACHMENTS ON PAGES 743 - 744

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

8. Consider and approve disposal of scrap metal property in association with (RFQ 18-023/JW) Energy Performance Contracting Services for Jefferson County and Johnson Controls. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County for the duration of the project

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY AIRPORT:

9. Consider, possibly approve and authorize the County Judge to execute a Ground Lease between Jefferson County and Mid-County Plaza, LLC, for ground space at Jack Brooks Regional Airport.

COMMISSIONER ARNOLD ABSTAINED

SEE ATTACHMENTS ON PAGES 745 - 763

Motion by: Commissioner Weaver
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Abstained: Commissioner Arnold
Action: APPROVED

COUNTY AUDITOR:

10. Consider and approve budget transfer - 136th District Court - additional amount for video upgrade.

120-2035-412-6001	OFFICE MACHINES	$2,489.00	
120-2035-412-3017	CLOTHING		$500.00
120-2035-412-3084	MINOR EQUIPMENT		$229.00
120-2035-412-4011	EQUIPMENT- MISCELLANEOUS		$200.00
120-2035-412-5062	TRAVEL EXPENSE		$1,560.00

SEE ATTACHMENTS ON PAGES 764 - 766

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

11. Consider and approve budget transfer – JP Pct.7 – additional cost for travel.

120-2048-412-5062	TRAVEL EXPENSE	$1,000.00	
120-2048-412-4052	POSTAGE		$1,000.00

SEE ATTACHMENTS ON PAGES 767 - 767

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

12. Consider and approve budget transfer - Jail - additional cost for rental of equipment.

120-3062-423-5053	RENT-EQUIPMENT	$4,400.00	
120-3062-423-4056	ELECTRICITY		$4,400.00

SEE ATTACHMENTS ON PAGES 768 - 768

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

13. Consider and approve budget transfer - Beaumont Maintenance - additional cost for replacement of two flag poles.

120-6083-416-6003	BUILDING - COURTHOUSE	$9,000.00	
120-6083-416-1072	MAINTENANCE CREW		$9,000.00

SEE ATTACHMENTS ON PAGES 769 - 769

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

14. Consider and approve electronic disbursement of $4,029,000 to The Bank of New York Mellon for principal and interest payment for the Refunding Bond Series 2012.

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

15. Regular County Bills - check #460713 through checks #460975.

SEE ATTACHMENTS ON PAGES 770 - 780

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

16. Hear Presentation from Vietnam Veterans of America Chapter # 292.

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

ADDENDUMS

17. Consider, possibly approve, receive and file 2017-2018 Audit and Management letter of Jefferson County Emergency Services District No. 1 pursuant to Sec. 775.082, Health & Safety Code.

SEE ATTACHMENTS ON PAGES 781 - 820

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

18. Consider and possibly approve a Resolution giving permission to the Sheriff to conduct an auction to sell property currently held by Jefferson County and the entities for which it collects. The auction will be held on the first Tuesday of August, 2019.

SEE ATTACHMENTS ON PAGES 821 - 821

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

ENGINEERING:

19. Consider and possibly approve the Amended Final Plat of Tract 3-A, 3-B, and 3-C, 16.198 acres of land and Replat of Part of Tracts 3 and 4, J.J. Burrell Estates Partition in the Bennett Blackman Survey Abstract No.3, Jefferson County. This property is located at the corner of FM Highway 365 in Precinct No. 3. This plat is in the City of Port Arthur ETJ (extra-territorial jurisdiction). It was approved by the City of Port Arthur Planning and Zoning Department and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 822 - 823

Motion by: Commissioner Sinegal
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

SHERIFF'S DEPARTMENT:

20. Receive and file executed agreement between Jefferson County, on behalf of the Jail, and TAN Healthcare and CorrHealth for medical services to be provided to inmates at the jail.

SEE ATTACHMENTS ON PAGES 824 - 826

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

21. Consider and possibly approve a Resolution recognizing Tammy K. Markum for 22 years and 3 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 827 - 828

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

22. Consider and possibly approve a Resolution recognizing Jan M. Stelly for 23 years and 4 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 829 - 830

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

_____

Jeff R. Branick
County Judge

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, First Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Request for Proposal

July 1, 2019

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 19-032/YS, Lease of Properties Acquired as a Result of Buy Out. Specifications for this project may be obtained from the website, http://www.co.jefferson.tx.us, or by calling 409-835-8593.

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Offerors shall forward one (1) original and two (2) copies of their proposal to the address shown below. Jefferson County does not accept proposals submitted electronically. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the bidder's name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

PROPOSAL NAME:	**Lease of Properties Acquired as a Result of Buy Out**
PROPOSAL NO:	**RFP 19-032/YS**
DUE DATE/TIME:	**11:00 AM CT, Tuesday, July 30, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, First Floor** **Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – July 3, 2019 & July 10, 2019

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1. Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

☒ Bidder Information Form identifying the contract/project being proposed; the name and address of the Offeror; the date of the proposal; telephone number, cell phone number (if applicable), email address (if applicable); facsimile number (if applicable) of Offeror; intended use of property; proximity to property (page 10).

☒ Copy of "Proposed Price Schedule" Form, with Proposed Lease Amount(s) clearly indicated in printed handwriting (blue or black ink) or typed font (pages 11-23).

☒ Completed & Signed "Affidavit" Form (page 26).

☒ Completed & Signed "Exhibit A: Release of Liability" Form (page 30).

☒ One (1) original and two (2) copies of the proposal should be mailed or delivered no later than **11:00 AM, July 30, 2019,** to the Jefferson County Purchasing Department, 1149 Pearl Street, First Floor, Beaumont, TX 77701.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.

2. General Information

Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information,** or **other data contained herein.** Be sure your proposal package is complete.

Governing Law

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Ambiguity, Conflict, or other errors in the RFP

If the proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to proposer, or an error or ambiguity that reasonably should have been known to proposer, then proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with number one (1).

Proposal Preparation Cost

The cost for developing proposals is entirely the responsibility of proposers and shall not be charged to Jefferson County.

Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the proposer contractually. If the proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

Governing Forms

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 document, Jefferson County's interpretation shall govern.

Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the proposer, shall be included in the proposal.

Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

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. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All proposals are subject to negotiation by the Purchasing Department and other appropriate departments, with recommendation to Commissioners' Court. Compliance with all requirements, delivery, and needs of the using department are considerations in evaluating proposals. Commissions are not the only criteria for making a recommendation. A preliminary evaluation by Jefferson County will be held and the appropriate proposals will be subject to negotiation. Upon completion of negotiations, Jefferson County will make an award. **All proposals that have been submitted shall be available and open for public inspection seven (7) days after the contract is awarded, except for trade secrets or confidential information contained in the proposals.** Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by Jefferson County to the extent allowable in the Open Records Act.

Withdrawal of Proposal

The proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in the Signature of Proposal paragraph on Page 4), to the Purchasing Department any time prior to the submission deadline. The proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

Award

Jefferson County reserves the right to award this contract on the basis of the Highest and Best Offer in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one proposer, and/or to reject any or all proposals. In the event the highest dollar proposer meeting specifications is not awarded a contract, the proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

Ownership of Proposal

All proposals become the property of Jefferson County and will not be returned to proposers.

Disqualification of Proposer

Upon signing this proposal document, a contractor proposes to sell supplies, materials, services, or equipment to Jefferson County certifies that the proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the proposers.

Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

Contract Obligation

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the proposer. **Department Heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposer, or if the proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson 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 other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

Inspections

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal 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 proposer as inadequate.

Testing

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. **Demonstration units must be available for review. Samples of food goods will be required upon final evaluation.** Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

Loss, Damage, or Claim

The proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the proposer shall totally indemnify Jefferson County against all claims of loss or damage to the proposer's and Jefferson County's property, equipment, and/or supplies.

Waiver of Subrogation

Proposer and proposer's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from the proposer's performance under this agreement.

Insurance Requirements

Lessee must furnish to the County's Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverage by insurance company(s) acceptable to the County's Risk Manager. **The County must be named as an additional insured for all liability policies, and a blanket waiver of subrogation is required on all applicable policies.**

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day written notice of cancellation, non-renewal, material change or termination required on all certificates	**Bodily Injury and Property Damage** Per Occurrence Aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises - Operations 3. Products/ Completed Operations Hazard 4. Contractual Liability 5. Independent Contractors 6. Broad Form Property Damage 7. Personal Injury 8. Advertising Injury 9. Hired & Non-Owned Auto Liability	$1,000,000 COMBINED SINGLE LIMIT
PROPERTY INSURANCE COVERAGE	Each Lessee is responsible for insuring their own property and all interest in that property

C. In the event of accidents of any kind, the Lessee must furnish the Risk Manager with copies of all reports of any accident within five (5) days of the accident.

II. ADDITIONAL REQUIREMENTS

A. Certificate of Insurance:

* The **County of Jefferson** must be named as an **additional insured** on the liability coverage and a blanket waiver of subrogation is required on all applicable Policies – applicable endorsements MUST accompany the Certificate of Insurance.

* The **location of the leased premises** must be listed under "Description of Operations".

* At a minimum, a **30-day written notice** of cancellation, material change, non-renewal or termination is required – applicable endorsements MUST accompany The Certificate of Insurance.

* At a minimum, the carrier must be rated by A.M. Best with an A-VII or better.

Conflict of Interest

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure.

Delivery of Proposals

All proposals are to be delivered by 11:00 am CT, Tuesday, July 30, 2019 to:

Jefferson County Purchasing Department
Deborah L. Clark Purchasing Agent
1149 Pearl Street, First Floor
Beaumont, Texas 77701

Courthouse Security: Bidders are advised that all visitors to the Courthouse must pass through Security. Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

County Holidays – 2019:

January 1	**Tuesday**		**New Year's**
January 21	**Monday**		**Martin Luther King, Jr. Day**
February 18	**Monday**		**President's Day**
April 19	**Friday**		**Good Friday**
May 27	**Monday**		**Memorial Day**
July 4	**Thursday**		**Independence Day**
September 2	**Monday**		**Labor Day**
November 11	**Monday**		**Veteran's Day**
November 28 & 29	**Thursday & Friday**		**Thanksgiving**
December 24 & 25	**Tuesday & Wednesday**	**&**	**Christmas**
January 1, 2020	**Wednesday**		**New Year's**

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the proposer.

Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope.

Offerors shall forward one (1) original and two (2) exact duplicate copies of their proposal, for a total of five (5) copies.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of proposers will be read aloud.

Questions

Any questions may be emailed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

3. Scope

The Jefferson County Commissioners Court has approved a plan to now lease the remaining previously not leased properties that were acquired as a result of the "buy-out" of properties which qualified under the FEMA Mitigation Plan. The county will offer the properties to individuals or organizations who are interested in submitting a proposal for lease on a particular lot or lots and the proposals will be submitted to the Jefferson County Purchasing Department.

There is no minimum amount or reserve set, and the lease will be for a period of 5 years. **Payment for all 5 years will be due at Lease Signing.** Anyone who does lease a property will be required to mow it, maintain it and use it in a safe and lawful manner. The majority of the properties are in residential areas that have deed restrictions and the county does require that any lessee abide by any such deed restrictions.

There are several restrictions on use which are listed in the sample lease (Pages 27-29), and which are required by FEMA. **We strongly encourage each proposer to read these specifications in their entirety prior to submitting a proposal.** It should be understood that the property may not be leased to live on and no permanent structures may be constructed. We are hopeful that the persons who are interested will be using the properties as additional space for their adjacent homes, or recreational and civic activities of a peaceful manner that do not interfere with the existing neighbors and neighborhood. The leased properties are not to be harvested for timber or dirt and are not to be altered so as to interfere with drainage.

Each individual property will be listed on the attached Proposal Price Schedule with an ID#, the property address, a legal description, and coordinates for latitude and longitude.

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS." THE COUNTY WILL NOT MAINTAIN OR PROVIDE ANY REPAIRS FOR PRIVATE ROADS UPON WHICH ANY OF THE LEASED PROPERTIES ARE SITUATED.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Name & Number: IFB 19-032/YS, Lease of Properties Acquired as a Result of Buy Out

Bidder's Name: _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code):_____

Fax Number (with area code):_____

Email Address: _____

Mailing Address:

_____
Address

_____
City, State, Zip Code

Intended Use of Property: _____

_____

_____

_____

_____

Proximity to Personal Property: _____

_____

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.

4. Proposal Price Schedule

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Annual Lease Amount in Dollars
1	123	227	Lene Ln	Beaumont, TX	77705	East half of Lot 7 Tract 4 Block 4 and Lot 8 Tract 7 Block 4 Orange Farms Abst 048855	29.55265	-94.06438	$
2	122	241	Lene Ln	Beaumont, TX	77705	West half of Lot 7 Tract 4 Block 4 and Lot 8 Tract 7 Block 4 Orange Farms Abst 048855	29.55271	-94.06413	$
3	83	438	Hillebrandt Acres	Beaumont, TX	77705	Lot 15, Block 5, Hillebrandt Acres Abstract 029250	29.93404	-94.10818	$
4	19	445	Bass Rd	Beaumont, TX	77705	Lot 27 Hillebrandt Heights Unrec .68 Abst 029300	29.92107	-94.09465	$
5	16	469	Bass Rd	Beaumont, TX	77705	Hillebrandt 26 Heights Unrec .68 Abstract 029300	29.92058	-94.09444	$
6	82	492	Lene Ln	Beaumont, TX	77705	Lot 1 Block 2 Tract 5 and Lot 2 Block 2 Tract 8 Orange Farms 1.89 Abstract 048855	29.92142	-94.11057	$
7	79	1068	Hillebrandt Acres	Beaumont, TX	77705	Hillebrandt Acres, Lot 3, Block 2, Abstract 029250	29.93232	-94.11608	$

8	147	1291	Hillebrandt	Beaumont, TX	77705	Lot 38, Block 1, Hillebrandt Acres Abstract 26 Tract 119 M Grange Abstract 029250	29.93041	-94.11799	$
9	104	1420	Hillebrandt Acres	Beaumont, TX	77705	Hillebrandt Acres Lot 15 Block 2 Tract 20, .2661 Ac, Abstract 029250	29.93029	-94.118	$
10	126	3481	Ballard Rd	Beaumont, TX	77705	Tracts 44, 58, 34 and 43 49 WM Smith 0.58 Loc off of Labelle Rd. Abstract 300049	29.87914	-94.16073	$
11	148	3534	Ballard Rd	Beaumont, TX	77705	Tr 42 49 Wm Smith .22 Abstract 300049 Lot 42	29.87948	-94.16147	$
12	80	3577	Doucet	Beaumont, TX	77705	Tracts 74 & 75, 49 Wm Smith .59 Abstract 300049 Lot 74,75	29.87802	-94.16027	$
13	95	10140	Baltimore	Beaumont, TX	77705	Hillebrandt Acres Lot 8 Block 4 Abstract 029250	29.93415	-94.11255	$
14	78	10234	Baltimore	Beaumont, TX	77705	Hillebrandt Acres Lots 11-13, Block 4 Abstract 029250	29.93348	-94.11378	$
15	72	10249	Barton Rd	Beaumont, TX	77705	Hillebrandt Acres Lot 4, Block 4 Abstract 029250	29.93352	-94.11487	$
16	13	11037	Hickory Ln	Beaumont, TX	77705	9 2 Country Road Est Sect 2 Abstract 014853	29.92063	-94.0961	$
17	12	11087	Hickory Ln	Beaumont, TX	77705	6& 2 7 2 All & Tr 1 S1/2 Of 8 2 Country Road Est Sec 2* Abstract 014853	29.91987	-94.09611	$

18	48	11111	Oak Ln	Beaumont, TX	77705	6 7 3 Country Road Est Sect 3 Abstract 014861	29.91962	-94.0948	$
19	33	11124	Oak Ln	Beaumont, TX	77705	16 2 Country Road Est Sect 2 Abstract 014853	29.91927	-94.09518	$
20	62	11126	Hickory Ln	Beaumont, TX	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91915	-94.09638	$
21	57	11134	Kenner Rd	Beaumont, TX	77705	Hillebrandt 14 Heights Unrec 3 Abstract 029300	29.91965	-94.09236	$
22	28	11158	Hickory Ln	Beaumont, TX	77705	Lt 20 Blk 1 Country Road Est Sec2 Abstract 014853	29.91888	-94.09638	$
23	27	11174	Hickory Ln	Beaumont, TX	77705	19 1 Country Road Est Sect 2	29.91852	-94.09634	$
24	35	11180	Country Lane Rd	Beaumont, TX	77705	18 3 Country Road Est Sect 3 * Abstract 014861	29.91845	-94.09405	$
25	34	11189	Oak Ln	Beaumont, TX	77705	3 3 Country Road Est Sect 3 Abstract 014861	29.91853	-94.09476	$
26	44	11189	Country Lane Rd	Beaumont, TX	77705	17 4 Country Road Est Sect 3 Abstract 014861	29.9184	-94.09353	$
27	29	11200	Oak Ln	Beaumont, TX	77705	2 2 All 18 2 Tr 2 & All Of 19 2 Country Road Est Sect 2 Abstract 014853	29.91824	-94.09513	$

28	59	11210	Country Lane Rd	Beaumont, TX	77705	Lot 19, Block 3, Country Road Est Sect 3 Abstract 014861	29.91829	-94.09393	$
29	42	11223	Oak Ln	Beaumont, TX	77705	1 3 Country Road Est Sect 1 Abstract 014852	29.91788	-94.09476	$
30	22	11224	Oak Ln	Beaumont, TX	77705	20 2 Country Road Est Sect 2 Abstract 014853	29.91789	-94.09526	$
31	53	11232	Country Lane Rd	Beaumont, TX	77705	20 3 Country Road Est Sect 1 Abstract 014852	29.91761	-94.09409	$
32	43	11265	Sweetgum Ln	Beaumont, TX	77705	1 2 Country Road Est Sect 2 Abstract 014853	29.91804	-94.09477	$
33	37	11309	Country Lane Rd	Beaumont, TX	77705	7 5 Country Road Est Sect 1 Abstract 014852	29.91692	-94.09401	$
34	55	11345	Country Lane Rd	Beaumont, TX	77705	6 5 Country Road Est Sect 1 Abstract 014852	29.91659	-94.09393	$
35	38	11346	Country Lane Rd	Beaumont, TX	77705	8 1 Country Road Est Sect 1 Abstract 014852	29.91651	-94.09444	$
36	110	11369	Country Lane Rd	Beaumont, TX	77705	Lot 5, Block 5 Country Road Estates Section 1 Abstract 014852	29.91669	-94.09578	$
37	14	11394	Country Lane Rd	Beaumont, TX	77705	Lts 5 1 Tr 2 Lts 6 1 & S 1/2 Lt 7 1 Tr1 Country Road Est Sect 1 Abstract 014852	29.91628	-94.0961	$

38	50	11506	Sweetgum Ln	Beaumont, TX	77705	8 5 Country Road Est Sect 1 Abstract 014852	29.91672	-94.09493	$
39	138	11524	Davidson Rd	Beaumont, TX	77705	Lot 3, Block 14, Tract 10 0.666 Acres Orange Farms Abst 048855	29.91606	-94.08812	$
40	149	12125	Burr Lane	Nederland, TX	77701	44 Tr 3 (Part) And (Part) Of 45 C O Ellstrom 1.000 Abstract 019250	29.9333	-94.1132	$
41	93	15106	Labelle	Beaumont, TX	77705	Lot 32, 102 Wm Carr .950 Abstract 300102	29.87782	-94.15935	$
42	136	17363	Boondocks	Beaumont, TX	77705	Tract 34 4.808 Acres 747 J W Denny (Out To Boondocks Rd)	29.86798	-94.22271	$
43	151	17859	Azalea Dr.	Beaumont, TX	77705	Lots 27 and 28, Block 6, Green Thumb Estates Section 1	29.82694	-94.22387	$
44	141	17886	Azalea Dr	Beaumont, TX	77705	Lot 59, Block 8 Green Thumb Estates 1 Abstract 024900	29.8263	-94.22453	$
45	81	18084	Azalea Dr	Beaumont, TX	77705	Lots 45 & 46, Block 4 Green Thumb Estates Section 1 Abstract 024900	29.82363	-94.22463	$
46	134	20615	Highway 73	Hamshire, TX	77622	Tract 49 53 B A Vacocu 2.000 Abstract 300053 Lot 49	29.82511	-94.23454	$

47	85b	8629 B	Hillebrandt Rd	Beaumont, TX	77705	3.68 Acres out of Tract 1, Orange Farms Abstract 048855,	29.92352	-94.11226	$
48	90	897	Hillebrandt Acres	Beaumont, TX	77705	Lot 1 and 2, Block 6, Marcelan Grange Survey Abstract 26	29.9322	94.1135	$
49	99	893	Hillebrandt Acres	Beaumont, TX	77705	Marcelan Grange Survey Abstract 26	29.9322	94.1135	$
50	108	1179	Hillebrandt Acres	Beaumont, TX	77705	Lot 43 Blk 1, Marcelan Grange Survey Abstract 26	29.9308	94.1169	$

5. Selection Process

Evaluation Criteria and Factors

Prior to the receipt of proposals, Jefferson County will establish an Evaluation Committee. The Jefferson County Purchasing Department and the Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. **Therefore, Proposers should exercise particular care in reviewing the proposal format requirements.**

Criteria	Percentage
Intended use of Property: The proposal shall describe the intended use.	25%
Proximity to Property: The proposal shall indicate the proximity of Lessee's home to the leased property.	35%
Lease Amount: The proposal shall state the amount of proposed lease payment.	40%

Procedure Selection required for this RFP

The evaluation committee shall then independently score all remaining proposals based upon the evaluation criteria detailed herein. Upon completion of the scoring, the committee may recommend short-listing the proposals that are rated the highest.

Jefferson County reserves the right to request clarifications or corrections to proposals, or to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

The Jefferson County Purchasing Agent reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Jefferson County. Any such waiver shall not modify any remaining RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6. RFP Estimated-Schedule

Request for proposal issued	July 1, 2019
Proposal due date	July 30, 2019
Evaluation of proposals	July 31-August 2, 2019
Award Contract (Lease)	August 12, 2019
Lease Signing and Payment	August 19, 2019

7. Rejection of Proposals

The Jefferson County Purchasing Agent reserves the right to accept or reject in whole or in part any or all proposal submitted. The Jefferson County Purchasing Agent shall reject the proposal of any Proposer that is determined to be non-responsive.

The unreasonable failure of a Proposer to supply information in connection with responsibility may be grounds for a determination of non-responsibility.

8. Acceptance of Proposals

The Jefferson County Purchasing Agent will accept all proposals that are submitted properly. However, the Jefferson County Purchasing Agent reserves the right to request clarifications or corrections to proposals.

9. Request for Clarification of Proposals

Requests by the Jefferson County Purchasing Agent for clarification of proposals shall be in writing. Said requests shall not alter the Proposer's pricing information contained in its cost proposal.

10. Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the active closing date of the RFP.

11. Proposal Submittal

Information to be Included in Proposal

The Proposal is due no later than 11:00 AM CT, July 30, 2019 and shall include the following:

Bidder Information Form identifying the contract/project being proposed; the name and address of the Offeror; the date of the proposal; telephone number, cell phone number (if applicable), email address (if applicable) and facsimile number (if applicable) of Offeror, intended use of property, proximity to personal property (Page 10)

Copy of "Proposed Price Schedule" Form, with Proposed Lease Amount(s) clearly indicated in printed handwriting or typed font. (Pages 11-21)

Completed & Signed "Affidavit" Form (Page 25)

Completed & Signed "Exhibit A: Release of Liability" Form (Page 29)

Completed Proposal Submittal Checklist (Page 3)

Please be aware of the business hours and County Holidays when submitting a proposal. One (1) original and two (2) exact duplicate copies of the proposal should be mailed or delivered to:

Jefferson County Purchasing Department
Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

FAILURE BY A PROPOSER TO INCLUDE ALL LISTED ITEMS MAY RESULT IN THE REJECTION OF THE PROPOSAL.

12. Affidavit

State of: TEXAS County of: JEFFERSON

Contingent Fees Statement: In accordance with Jefferson County's policy, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Jefferson County contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Proposer) and that the Proposer has not retained anyone in violation of the foregoing.

Non-Discrimination Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Proposer) and that by its employment policy, standards, and practices the Proposer does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Proposer is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of Jefferson County not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

_____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 2019.

_____

Notary Public

My commission expires:

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.

LEASE AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

THIS AGREEMENT is made and entered into by and between **Jefferson County,** a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **_____**, hereinafter referred to as "Lessee."

RIGHTS GRANTED

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the property at _____, Texas, being described as Lot ____, Block ____, _____Section ____, a subdivision in the _____ Survey, Abstract No. ____, Jefferson County, Texas, hereinafter called the "Property." Lessee shall have the right to use the Property **SHALL NOT**:

Sample

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in any way alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all-terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass on the with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

Sample

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES AND PROPERTY TAXES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property. Lessee shall be responsible for paying any property taxes levied upon the premises and failure to pay same will be considered a breach of this agreement.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "**AS IS**."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows:_____.

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701**

SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

Sample

MODIFICATIONS AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on _____.

_____
JEFF R. BRANICK, COUNTY JUDGE

_____
LESSEE

Attest:

_____
Carolyn Guidry, County Clerk

EXHIBIT "A"

RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT _____.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT _____, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND _____

_____.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

_____ _____

Signature Date

_____

Printed Name

_____ (_____)_____

Address City State Zip Telephone Number

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Request for Proposal

July 1, 2019

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 19-035/JW, Development of Property Located on FM 3514 in Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

There will be a Pre-Proposal Conference at 10:00 AM CT on Thursday, July 11, 2019, in the Airport Administration Conference Room at 5000 Jerry Ware Blvd., Beaumont, Texas 77705.

PROPOSAL NAME: **Development of Property Located on FM 3514 in Jefferson County**

PROPOSAL NO: **RFP 19-035/JW**

DUE DATE/TIME: **11:00 am CT, Tuesday, July 30, 2019**

MAIL OR DELIVER TO: **Jefferson County Purchasing Department**
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West**,** Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal submission process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.



Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – July 3, 2019 & July 10, 2019

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Proposal Submissions:

Offeror is responsible for submitting:

- One (1) *original* proposal copy to include a completed copy of this specifications packet, in its entirety.
- Five (5) numbered proposal *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal submission and any other documentation requested within these specifications.

Additionally, Offeror must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

https://www.co.jefferson.tx.us/Purchasing/

Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

☒ Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.

☒ An acknowledgment and/or response to each section of the proposal.

☒ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

☒ Identification of three (3) references in which the Offeror has done similar business with, to include the name, position, and telephone number of a contact person at each entity.

☒ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.

☒ One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; **and** five (5) numbered proposal *hard copies* to include a completed copy of this specifications packet in its entirety.

Each Offeror shall ensure that required parts of the response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

Offeror Must Complete and Return This Page With Offer.

1. Introduction to Offerors

This Request for Proposal (RFP) is to receive lease proposals from qualified firms or individuals for property located on FM 3514 in Jefferson County.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information,** or **other data contained herein.** Be sure your proposal package is complete.

1.2 Governing Law

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 Ambiguity, Conflict, or other errors in the RFP

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 Proposal Preparation Cost

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

1.6 Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal

name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 Incorporation by Reference and Precedence

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 Governing Forms

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 document, Jefferson County's interpretation shall govern.

1.11 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 Vendor Registration: SAM (System for Award Management)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Offerors are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Proposal Submission.

1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), unless contract is considered exempt as described below.

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.15 Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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. AGREEMENTOR 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) 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) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement 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) 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) 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 for purpose 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 AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT 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 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) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 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 contractor. 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor 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 interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR 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 Act provides that the contractor and subcontractor 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 GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) 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 AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall 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.

(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-halftimes 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 (I) 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 (I) 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 (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT 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) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT 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 GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall 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 (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT 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).

(2) 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.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. 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 GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT 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 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. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(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-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/.

The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) 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) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

1.16 Evaluation

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

1.17 Withdrawal of Proposal

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.18 Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

1.19 Award

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

1.20 Ownership of Proposal

All proposals become the property of Jefferson County and will not be returned to Offerors.

1.21 Disqualification of Offeror

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

1.22 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.23 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.24 Contract Obligation

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.25 Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached 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 Jefferson 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 other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.26 Inspections

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal 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 Offeror as inadequate.

1.27 Testing

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 Loss, Damage, or Claim

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

1.29 Taxes

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.30 Non-Discrimination

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no

employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

1.32 Waiver of Subrogation

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from the Offeror's performance under this agreement.

1.33 Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

1.34 Insurance

The contractor (including any and all subcontractors as defined in Section 1.36.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section 1.35 Below)

1.35 Workers' Compensation Insurance

1.35.1 Definitions:

1.35.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.35.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.35.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.35.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.35.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.34 above.

1.35.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.35.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.35.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.35.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.35.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.35.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.35.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons

providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.35.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.35.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.35.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.35.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.35.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.35.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.35.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

1.35.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.35.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.35.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.35.1. – 1.35.7., with the certificates of coverage to be provided to the person for whom they are providing services.

1.35.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.35.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.36 Pre-Proposal Conference

There will be a Pre-Proposal Conference at 10:00 AM CT on Thursday, July 11, 2019, in the Airport Administration Conference Room at 5000 Jerry Ware Blvd., Beaumont, Texas 77705.

1.37 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CT, Tuesday, July 30, 2019 to:

Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Courthouse Security: Offerors are advised that all visitors to the Courthouse must pass through Security. Offerors planning to hand deliver proposal must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. Offerors are strongly urged to plan accordingly.

County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED PROPOSAL." The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Offeror's Name and Address; and shall be addressed to the Purchasing Agent.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

1.38 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/request for statement of qualifications submission deadline, the bid/proposal/request closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors

interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposal will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

1.39 Questions

In the event your firm desires additional information, Jefferson County will endeavor to provide such information; however, Jefferson County will not be responsible for any delay resulting in the respondent's inability to meet the deadline for submission of the Request for Proposal.

The deadline for question submission (to be submitted in writing) or requesting additional information (in writing or in person) is 5:00 pm, Wednesday, July 17, 2019.

Please direct all inquiries regarding response submission for this solicitation to Jamey West, Assistant Purchasing Agent at 409-835-8593 or e-mail at: jwest@co.jefferson.tx.us

Please direct all inquiries of a technical nature regarding this solicitation to Alex Rupp, Airport Director at 409-419-4900 or arupp@co.jefferson.tx.us

1.41 Tentative Schedule of Events

July 1, 2019	Issuance of Request for Proposal
July 11, 2019	Pre-Proposal Conference
July 17, 2019	Deadline for Question Submission
July 30, 2019	Deadline Submission (late proposals will not be considered)
Week of August 5, 2019	Proposals distributed to Evaluation Committee
Week of August 12, 2019	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
Week of August 19, 2019	Conduct Interview/Best and Final Offer/Short List
August 26, 2019	Recommendation for Award

Please note:
The above schedule of events is *tentative* in nature. Dates listed are subject to change.

2. Response Format

2.1 Introduction

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

The County requests that proposal submissions NOT be bound by staples or glued spines.

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

a. Transmittal Letter

b . Executive Summary

c. Table of Contents

d. Offeror Identifying Information

e. Offeror Personnel and Organization

f. Project Requirements

g. Cost Proposal Form (Page

h. Other information that may be helpful in the evaluation

2.3 Transmittal Letter

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for one-hundred and twenty (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

2.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 Table of Contents

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

a. Name and address of business entity submitting the proposal;

b. Type of business entity (i.e., corporation, partnership);

c. Place of incorporation, if applicable;

d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;

e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;

f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;

g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and

h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

2.7 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause

for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

2.8 Confidential/Proprietary Information

If any material in the proposal submission is considered by Offeror to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Offeror), Offeror must clearly mark the applicable pages of Offeror's proposal submission to indicate each claim of confidentiality. Additionally, Offeror must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

By submitting a proposal, Offeror agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Offeror's proposal submission or other information submitted by Offeror.

FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS MAY RESULT IN THE REJECTION OF ITS PROPOSAL.

3. Proposal Submittal

The Proposal is due no later than 11:00 AM CT, Tuesday, July 30, 2019, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.

- An acknowledgment and/or response to each section of the proposal.

- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

- Proposed Development and Usage of Property Identified

- Identification of three (3) previous projects similar in nature to proposed lease and development.

- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar proposed project as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such projects.

- **One (1) original proposal** to include a completed copy of this specifications packet in its entirety; **and five (5) numbered proposal hard copies** to include a completed copy of this specifications packet in its entirety, should be mailed or delivered to:

  Jefferson County Purchasing Department
  1149 Pearl Street, 1st Floor
  Beaumont, TX 77701

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

4. Scope of Project

4.1 Objective

Jefferson County is soliciting sealed proposals form interested parties for the lease and development of property on FM 3514.

4.2 Land Description

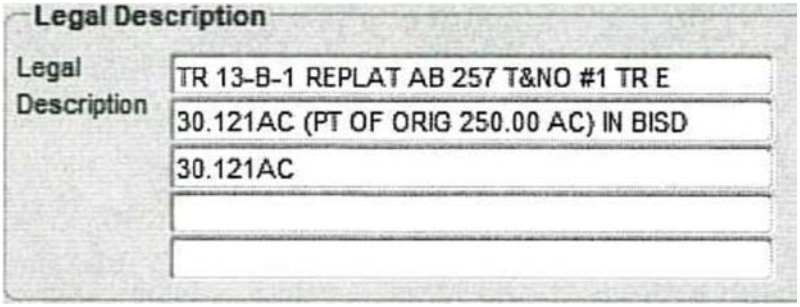
The property is approximately 117.2 acres located on the south side of FM 3514 east of the Mark Stiles Unit and southwest of the LeBlanc Unit.

The property is outside of any city limits situated between the boundaries of Beaumont, Port Arthur, and Nederland.

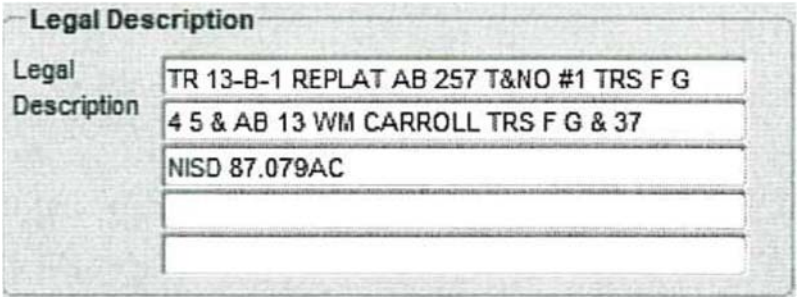
Approximately 68 acres of trees and wooded areas are located on the property as well as a sensitive drainage ditch.

Legal Description:

COUNTY PARCEL 139566:



COUNTY PARCEL 139568:



4.3 Inspection

Parties may inspect the property by contacting Alex Rupp, Director of the Jack Brooks Regional Airport at 409-719-4900. Parties that wish to explore the property do so at their own risk.

4.4 General Lease Terms

Ground lease: The County, as landowner, leases the land to the lessee, offeror, which provides the lessee the opportunity to construct improvements. The lessee will have a leasehold interest in the property.

Lessee will be responsible for all costs associated with the lease and property, including, but not limited to:

a. Inspections, surveys, due diligence research;
b. Any engineering services required to satisfy concerns the County may have in developing the property;
c. Any and all capital costs associated with any improvements made on property, including, but not limited to: tree and shrubbery clearing, grading, erection of permanent or mobile buildings, installation of any and all utilities necessary for lessee's intended uses,
d. Any ad valorem taxes associated with the lease and leasehold improvements that may be assessed by any party having jurisdiction over property to do so;
e. Any and all maintenance costs (utility, upkeep, etc);
f. And any building risk and property insurance.

Lessee shall have access to the property immediately upon execution of the lease by both parties in order for lessee's contractors, engineers, and consultants to begin staging and or construction of leasehold improvements.

Jefferson County reserves the right to approve any improvements contemplated on the property, with said approval not unreasonably withheld. Offeror's are notified that special attention to drainage is key in the development of the property in regards to negative impacts that may arise from lessee's improvements.

Lessee shall provide sufficient financial information for Jefferson County to determine his/her ability to fulfill the financial obligations arising from the lease.

4.5 Tenant Improvements

Tenant, at tenants sole cost and expense, shall submit plans and drawings to Jefferson County for approval prior to construction and will provide periodic updates to Jefferson County regarding the progress of such improvements.

4.6 Proposal Information

Parties interested in presenting a proposal to the County should clearly state and describe:

a. Anticipated use of the property, any business activity proposed, including size, type, and scope of operation planned;

b. Anticipated improvements to be made on property (Estimate of capital costs anticipated (i.e. $xx,xxx utilities, roads, tree clearing, buildings, etc);

c. Proposed lease terms: identify desired length of inspection period, initial term, and length of any subsequent option terms;

d. Proposed amount of the property intended to be leased and improved, can be in either square feet or acres;

e. Proposed amount for the property, on an annual basis, for each year of the proposed term and any option terms, preferably on a per unit (square feet or acre) basis;

f. Proof of financial information related to the ability to fulfill the obligations in improvements;

g. Estimate the amount of work anticipated to be performed, either by primary or sub-contractors, that are DBE, MWBE, or MBEs;

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Offerors are encouraged to visit the Texas State Comptroller's website to access the Centralized Master Bidders List (HUB Directory Search):

https://mycpa.cpa.state.tx.us/tpasscmblsearch/tpasscmblsearch.do

h. Any additional information pertinent to the proposer's specific proposal.

5. Project Requirements

5.1 Objective

Each proposal must include a detailed plan and timeline that addresses the Offeror's intended development and usage of the property. All proposals submitted in response to this RFP become the property of Jefferson County.

5.2 Financial Resources

Offeror must have adequate financial resources and provide evidence of those resources.

Please provide information (some form of Guarantee/Security) for Jefferson County that your firm will be financially viable throughout the proposed term of the lease.

5.3 Insurance Requirements

Offeror shall submit a letter from their insurance carrier stating that if selected, proposer will be able to obtain proper insurance coverage and certificates.

Upon award, offeror must provide a certificate of insurance that meets/exceeds insurance requirements as written on Pages 15-17 (Section 1.34 Insurance Requirements & 1.35 Workers Compensation Insurance-if applicable) of these specifications.

5.4 Assumption of Responsibility

Please provide and Assumption Date for when your firm will take responsibility/control of the property.

5.5 Past History of Development

Has your firm ever failed to complete a project development project in the past? If so, please provide details.

Please provide a list of references and past development projects.

5.6 Lease Requirements

Offeror must include a proposed lease term within proposal submission. (See Lease Rate & Term Proposal Form, Page 30)

Offeror must include a proposed yearly lease amount within proposal submission. (See Lease Rate & Term Proposal Form, Page 30)

Offeror must take full responsibility for the costs of developing the property. Please provide a plan for any developments.

5.7 Offeror Experience / Qualifications

The successful Offeror must demonstrate experience in and understanding of the nature of research and analysis required in order to carry out their proposed development.

The proposal must identify all key personnel who are to be part of the proposed team and detail their experience.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to the project. The Offeror must provide descriptions and references for all engagements of comparable complexity to the requirements of proposed improvements that have been conducted within the past five (5) years.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

6. Proposal Evaluation and Selection Process

6.1 Introduction

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the response to this RFP must be submitted.

6.2 Lease Term & Rate Proposal

The Offeror must utilize the **Lease Term & Rate Proposal Form** provided (Page 30) in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of Cost Proposal Form that is intended to be a substitute for this form that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification. Additional information regarding Proposed Improvements, as well as DBE/MWBE/MBE participation may be submitted via additional page attachments.

6.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from: (Jack Brooks Regional Airport, Jefferson County Auditor's Office, Jefferson County Engineering Department, Jefferson County Judge's Office, and Jefferson County District Attorney's Office)

6.4 Evaluation Criteria:

a. Intended Use of Property – 25%

Emphasis is on the expected use for the intended improvements and which sector of the local economy said improvements would serve.

b. Anticipated Improvements to Property – 25%

This refers to the amount and type of improvements anticipated. Consideration will be given to improvements that will have a residual value to the County at the expiration of the lease.

c. Lease Amount – 25%

The proposal shall clearly state the amount of proposed lease payments, on an annual basis.

d. Offeror Qualifications – 15%

This refers to the overall qualifications of Offeror and its past experience in providing similar property developments to those requested by this RFP.

e. Amount of DBE, WMBE, and WBEs used – 10%

The proposal shall include, either as an amount or percentage of anticipated capital costs, of which minority businesses will be utilized in making improvements on lease property.

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will

then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror.

If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offeror s immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

Lease Rate & Term Proposal Form

Lease Term (Period)

Due Diligence (Months)	
Initial Term (Years)	
Option Term 1 (Years)	
Option Term 2 (Years)	
TOTAL TERM (YEARS / MO)	

Lease Area

Acreage / Square Foot	

Clearly state units, acre or square foot

Annual Lease Rate

Initial Term	$ _____ per _____
Option Term 1	$ _____ per _____
Option Term 2	$ _____ per _____

Clearly state rate per acre
or rate per square foot

Proposed Improvements (Capital Investments)

Permanent Buildings	$_____
Parking Lots	$_____
Public/Private Roads	$_____
Utility Infrastructure	$_____
Drainage	$_____
Tree Clearing / Grubbing	$_____
Other (Describe):_____ (Can add additional sheet if necessary)	$_____
TOTAL INVESTMENT	

Amount of DBE, MWBE, or MBE Participation

(Can be stated as $$ or % of total)

(Can add additional sheet if necessary)

	_____
	_____

Offeror Must Complete and Return This Page With Offer.

Non-Disclosure Agreement

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of $1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Offeror Must Complete and Return This Page With Offer.

Offeror References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar property developments/uses as described in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Offeror Must Complete and Return This Page With Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Offeror be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... **Yes** ☐ **No** ☐

This offer shall remain in effect for ninety (90) days from proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Proposal, Conditions of Request for Proposal, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other Offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the Offeror nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a proposal or not to submit a proposal thereon.

Offeror (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

<u>Offeror Must Complete and Return This Page With Offer.</u>

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 in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your proposal.

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative	Signature
Title	Date

Offeror Must Complete and Return This Page With Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub-consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Offeror Must Complete and Return This Page With Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq*., as amended, Jefferson County requests Resident Certification. §2252.001 *et seq*. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Offeror Must Complete and Return This Page With Offer.

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name)_____
(heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____
Company Name

_____
IFB/RFP/RFQ number

Certification check performed by:

_____
Purchasing Representative

_____
Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF_____ COUNTY OF_____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)
after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said_____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: _____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

SUBSCRIBED AND SWORN to before me by the above-named
_____ on

this the _____ day of_____, 20___.

_____
Notary Public in and for
the State of _____

Offeror Must Complete and Return This Page With Offer.

Attachment A

RFP 19-035/JW
County Owned Property on FM 3514

Legend

County Parcel 139566 & 139568

3514

S. Houston Loop

96

U.S. 69 Access Rd

Stillwater Dr

Eastpark Ave

Morning Star Pl

Patillo Road

N

2000 ft

Google earth

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whitleypenn

Houston Office
3737 Buffalo Speedway
Suite 1600
Houston, Texas 77098
713.621.1515 Main

whitleypenn.com

May 15, 2019

To the Honorable Jeff Branick, County Judge
and Members of Commissioners Court
Jefferson County, Texas

You have requested that we audit the financial statements of the governmental activities, the aggregate discretely component units each major fund, and the aggregate remaining fund information of Jefferson County, Texas (the "County"), as of September 30, 2019 and for the year then ended, and the related notes to the financial statements, which collectively comprise the County's basic financial statements.

In addition, we will audit the County's compliance over major federal and state award programs for the year ended September 30, 2019. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the County's major federal and state award programs.

Accounting principles generally accepted in the United States of America require that *the management's discussion and analysis* be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by *Governmental Accounting Standards Board* (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America:

1) Management's Discussion and Analysis.
2) General Fund Budgetary Schedule
3) Required Supplementary Pension System Information
4) Required Supplementary Other Post-Employment Benefit Information

Supplementary information other than RSI will accompany the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1) Combing and Individual Fund Statements and Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1) Introductory Section
2) Statistical Section

Schedule of Expenditures of Federal and State Awards

We will subject the schedule of expenditures of federal and state awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal and state awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the audit requirements of the State of Texas Single Audit Circular (Uniform Grant Management Standards). Those standards, the Uniform Guidance, and the Uniform Grant Management Standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America, in accordance with the Uniform Guidance and the Uniform Grant Management Standards. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the County's basic financial statements. Our report will be addressed to the governing body of the County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on the County's compliance with the Uniform Guidance as it is related to each of the major federal awards upon completion of our audit.

We also will issue a written report on the County's compliance with the Uniform Grant Management Standards as it is related to each of the major state awards upon completion of our audit.

Audit of Major Program Compliance

Our audit of the County's major federal and state program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance and the Uniform Grant Management Standards, where applicable, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, the Uniform Grant Management Standards, where applicable, and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program

compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the Uniform Grant Management Standards, where applicable, requires that we also plan and perform the audit to obtain reasonable assurance about whether the County has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal or state award programs. Our procedures will consist of determining major federal and state programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major federal and state programs. The purpose of those procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major federal and state programs in our report on compliance issued pursuant to the Uniform Guidance and the Uniform Grant Management Standards, where applicable.

Also, as required by the Uniform Guidance and the Uniform Grant Management Standards, where applicable, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the County's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the County's major federal and state programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements and the Uniform Grant Management Standards requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the County complies with laws, regulations, grants, and contracts applicable to its activities and its federal and state award programs and implementing systems designed to achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its federal and state award programs;

8. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
9. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
10. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
11. For submitting the reporting package and data collection form to the appropriate parties;
12. For making the auditor aware of any significant vendor / contractor relationships where the vendor / contractor is responsible for program compliance;
13. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and/or state award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit; and
    c. Unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.
14. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
15. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and
16. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With respect to any nonattest services we perform, County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Nonattest services could include our assistance with the preparation of the financial statements and full accrual entries, and related note disclosures.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	September 3-13 2019
Inventory observation (for material balances)	September 30, 2019 or agreed upon date
Perform year-end audit procedures	January/February2019
Issue audit reports	March 2019

We anticipate meeting these deadlines barring any delays.

Christopher Breaux, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Whitley Penn, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate not to exceed $69,800. The fee estimate for the audit is based on anticipated cooperation from the County's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our final auditors' report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would like to make the following comments regarding the fee estimates:

1. Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.

2. The County's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.

3. Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.

4. Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the County and Whitley Penn, LLP agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement. Any controversy, dispute, or questions arising out of or in connection with this agreement or our engagement shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association, and any decision rendered by the American Arbitration Association shall be binding on both parties to this agreement. The costs of any arbitration shall be borne equally by the parties. Any and all claims relating to or arising out of this contract/agreement shall be governed by the laws of Texas.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to various regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the applicable regulator. The regulator may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to your pass-through regulatory entity and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the County Judge and to Commissioners Court the following significant findings from the audit:

- Our view about the qualitative aspects of the County's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal and state award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Whitley Penn LLP

Houston, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Jefferson County, Texas by:

Name: _____

Title: County Judge

Date: 07/01/2019

Name: _____

Title: County Auditor

Date: 07/01/2019

ATTEST:

Carolyn L. Guidry, County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

OLSEN THIELEN & CO., LTD.
Certified Public Accountants & Consultants

SYSTEM REVIEW REPORT

June 25, 2015

To the Partners of Whitley Penn LLP and the
National Peer Review Committee of the AICPA

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the Firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards,* audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers, and examinations of service organizations (Service Organization Control (SOC) 1 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2015, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.

Olsen Thielen & Co., Ltd.

Olsen Thielen & Co., Ltd.

St. Paul Office | 2675 Long Lake Road | St. Paul, MN 55113-1117 | 651-483-4521 | 651-483-2467 FAX
Minneapolis Office | 300 Prairie Center Dr., Ste. 300 | Minneapolis, MN 55344-7908 | 952-941-9242 | 952-941-0577 FAX

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the ~~Seventh~~ 1st day of ~~June~~ July in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Jefferson County Texas Commissioners Court
Jefferson County Purchasing
1001 Pearl Street
Beaumont, Texas 77701

and the Contractor:
(Name, legal status, address and other information)

N&T Construction Co., Inc.
1376 Laurel Avenue
Beaumont, Texas 77701
409.813.8592
cjabbia@nandtconstruction.com

for the following Project:
(Name, location and detailed description)

New Concession Stand for Ford Park Ball Fields
5115 IH-10 South
Beaumont, Texas

The Architect:
(Name, legal status, address and other information)

The LaBiche Architectural Group, Inc.
7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
409.860.0197
dlabiche@labiche.com

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

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§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than ONE HUNDRED EIGHTY (180) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be FIVE HUNDRED EIGHTY SEVEN THOUSAND ($ 587,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

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Contractor shall pay as liquidated damages the sum of Three Hundred Dollars and Zero Cents ($300.00) for each consecutive calendar day after the date of substantial completion.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the FIFTEENTH day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the FIFTEENTH day of the FOLLOWING month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than THIRTY (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;
.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;
.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
.5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

0 % ZERO PERCENT PER ANNUM

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Jeff R. Branick, Jefferson County Judge
Jefferson County Texas Commissioners Court
1149 Pearl Street
Beaumont, Texas 77701
409.835.8593

Init.
/

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User Notes:
(1833913192)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Elaine Jabbia
N&T Construction Co. Inc.
1376 Laurel Avenue
Beaumont, Texas 77701
409-813-8592
ejabbia@nandtconstruction.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
~~.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203-2013 incorporated into this Agreement.)*~~

N/A

.5 Drawings

Number	Title	Date
See Attached Index of Drawings	Index of Drawings	03.15.19

.6 Specifications

Section	Title	Date	Pages
See Attached Table of Contents	Table of Contents	03.15.19	4

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User Notes:
(1833913192)

ATTEST
DATE 7/11/19

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	04.08.19	17
Addendum No. 2	04.18.19	119
Addendum No. 3	04.22.19	1
Addendum No. 4	04.30.19	4

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Jeff R. Branick Jefferson County Judge
(Printed name and title)

CONTRACTOR *(Signature)*

Elaine Jabbia President
(Printed name and title)

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
Telephone: (512) 305-9000 / Fax: (512) 305-8900

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/

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User Notes:
(1833913192)

Exhibit A - Insurance pg 1

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

Exhibit A - Insurance pg 2

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

Exhibit A- Insurance pg3

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

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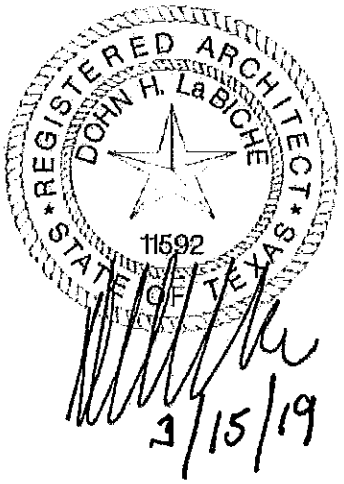
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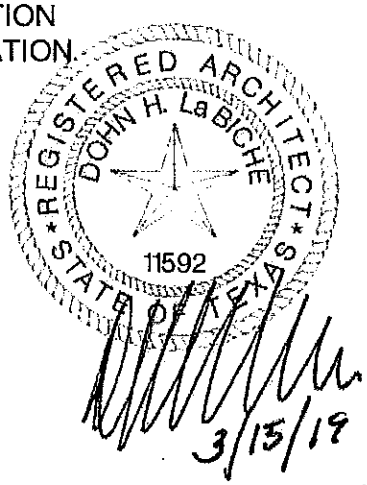


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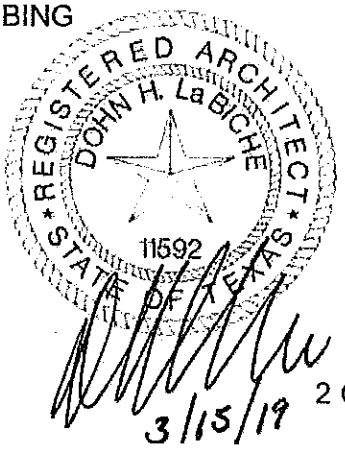
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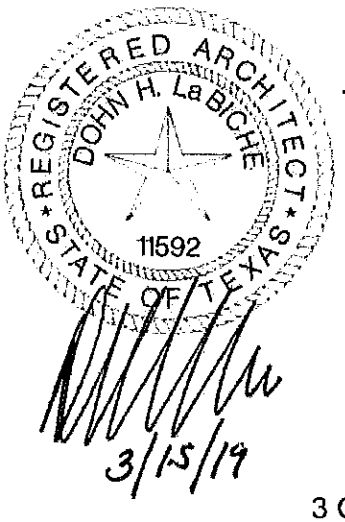
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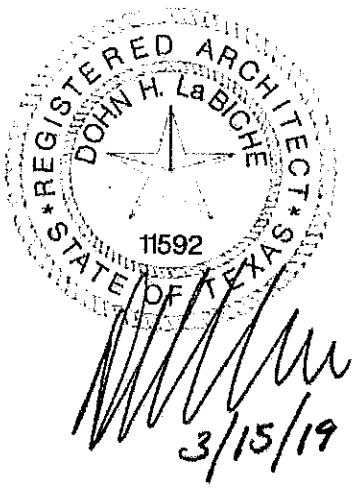
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Glenn Hegar
Texas Comptroller of Public Accounts

Purchasing

Divestment Statute Lists

The Comptroller provides the following divestment lists in connection with Tex. Govt. Code 808.051 (HB 89, 85th R.S.), Tex. Govt. Code 2252.153 (SB 252, 85th R.S.), and Tex. Govt. Code 2270.0209 (SB 253, 85th R.S.), and for compliance with contracting requirements referenced in Tex. Govt. Code 2252.152 (SB 252, 85th R.S.) and Tex. Govt. Code 2270.002 (HB 89, 85th R.S.).

- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.pdf] — *Updated May 2019*
- Scrutinized Companies with ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.pdf]
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.pdf]
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf] — *Updated March 2019*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.pdf]
- FAQ for Investing Entities [comptroller.texas.gov/purchasing/docs/SB-253-guidance.pdf]

List of Companies that Boycott Israel Pursuant to Chapter 808 of the Texas Government Code May 8, 2019

Company Name	ISSUERID	SEDOL	ISIN
Co-Operative Group Limited	IID000000002241186	BFXWHQ2	GB00BFXWHQ29
DNB ASA	IID000000002150825	4263304	NO0010031479
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	IID000000002228977	BYZZBB6	XS1217882171

List of Scrutinized Companies with ties to Sudan
Pursuant to Chapter 2270 of the Texas Government Code - March 1, 2018

Entity Name	ISIN
China National Petroleum Corporation	CND100004ZW0
China Petroleum & Chemical Corporation	CNE0000018G1
CNPC Capital Company Limited	CNE000000MS3
CNPC General Capital Limited	US12623TAE82
Daqing Huake Company Limited	CNE000001402
Harbin Electric Company Limited	CNE1000003C0
Jiangxi Hongdu Aviation Industry Co., Ltd.	CNE0000015N3
KUWAIT FINANCE HOUSE K.S.C.P	KW0EQ0100085
LS INDUSTRIAL SYSTEMS CO.,LTD	KR7010120004
MANAGEM S.A.	MA0000011058
MANGALORE REFINERY AND PETROCHEMICALS LIMITED	INE103A01014
OIL AND NATURAL GAS CORPORATION LIMITED	INE213A01029
OIL INDIA LIMITED	INE274J01014
ONGC VIDESH VANKORNEFT PTE. LTD.	XS1457499645
ONGC VIDESH LIMITED	INE064K08020
Orca Gold Inc	CA68558N1024
Petrochina Company Limited	CNE1000007Q1
PETROLIAM NASIONAL BERHAD (PETRONAS)	US716708AF90
PETRONAS Capital Limited	USY68856AH99
PETRONAS CHEMICALS GROUP BERHAD	MYL5183OO008
PETRONAS DAGANGAN BERHAD	MYL5681OO001
PETRONAS GAS BERHAD	MYL6033OO004
PETRONAS GLOBAL SUKUK LTD	USY68868AA92
Shanghai Electric Newage Company Limited	XS1231162592
SINOPEC Engineering Group Co Ltd	CNE100001NV2
Sinopec Oilfield Equipment Corporation	CNE000000XK7
Sinopec Oilfield Service Corporation	CNE000000HS3
Societe Metallurgique d'Imiter (SMI)	MA0000010068
The Energy House Holding Company (K.S.C)	KW0EQ0601801

List of Companies Engaging in Scrutinized Business Operations in Iran - September 2018
Chapter 2270 of the Texas Government Code

Company Name	ISIN
DAELIM INDUSTRIAL CO., LTD	KR7000210005
GAZPROM	RU0007661625
GLENCORE PLC	JE00B4T3BW64
HYUNDAI MOTOR COMPANY	KR7005380001
INDIAN OIL CORPN. LIMITED	INE242A01010
LLOYDS BANKING GROUP PLC	GB0008706128
NORINCO INTERNATIONAL COOPERATION, LTD.	CNE000000VZ9
OUTOTEC OYJ	FI0009014575
POWER CONSTRUCTION CORPORATION OF CHINA, LTD.	CNE1000017G1
TELECOM ITALIA SPA	IT0003497168
TELEFONICA S.A.	ES0178430E18

Designated Foreign Terrorist Organizations Pursuant to Texas Government Code Chapter 2270 March 1, 2019

Abdallah Azzam Brigades (AAB)	ISIL-Khorasan (ISIL-K)
Abu Sayyaf Group (ASG)	ISIS-Bangladesh
Al-Aqsa Martyrs Brigade (AAMB)	ISIS-Greater Sahara
al-Ashtar Brigades (AAB)	ISIS-Philippines
al-Mulathamun Battalion (AMB)	ISIS-West Africa
al-Nusrah Front	Islamic Jihad Union (IJU)
al-Qa'ida (AQ)	Islamic Movement of Uzbekistan (IMU)
Al-Qa'ida in the Indian Subcontinent	Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
al-Qa'ida in the Arabian Peninsula (AQAP)	Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
al-Qaida in the Islamic Maghreb (AQIM)	Jaish-e-Mohammed (JEM)
al-Shabaab	Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
Ansar al-Dine (AAD)	Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
Ansar al-Islam (AAI)	Jemaah Anshorut Tauhid (JAT)
Ansar al-Shari'a in Benghazi	Jemaah Islamiya (JI)
Ansar al-Shari'a in Darnah	Jundallah
Ansar al-Shari'a in Tunisia	Kahane Chai (Kach)
Ansaru	Kata'ib Hizballah (KH)
Army of Islam (AOI)	Kurdistan Workers Party (PKK, aka Kongra-Gel)
Asbat al-Ansar (AAA)	Lashkar i Jhangvi (LJ)
Aum Shinrikyo (AUM)	Lashkar-e Tayyiba (LeT)
Basque Fatherland and Liberty (ETA)	Liberation Tigers of Tamil Eelam (LTTE)
Boko Haram	Mujahidin Shura Council in the Environs of Jerusalem (MSC)
Communist Party of the Philippines/New People's Army (CPP/NPA)	National Liberation Army (ELN)
Continuity Irish Republican Army (CIRA)	Palestine Islamic Jihad (PIJ)
Gama'a al-Islamiyya (Islamic Group - IG)	Palestine Liberation Front (PLF)
HAMAS	PFLP-General Command (PFLP-GC)
Haqqani Network (HQN)	Popular Front for the Liberation of Palestine (PFLP)
Harakat ul-Jihad-i-Islami (HUJI)	Real Irish Republican Army (RIRA)
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)	Revolutionary Armed Forces of Colombia (FARC)
Harakat ul-Mujahidin (HUM)	Revolutionary People's Liberation Party/Front (DHKP/C)
Hizballah	Revolutionary Struggle (RS)
Hizbul Mujahideen (HM)	Shining Path (SL)
Indian Mujahedeen (IM)	Tehrik-e Taliban Pakistan (TTP)
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)	

Source: U.S. Department of State https://www.state.gov/j/ct/rls/other/des/123085.htm

List of Scrutinized Companies with ties to Foreign Terrorist Organizations
Pursuant to Chapter 2270 of the Texas Government Code - March 1, 2018

Company Name	CUSIP	Sedol	ISIN
No Companies Identified			

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 801026829

ENTITY	N & T Construction Co.	Status: Active
DUNS: 801026829	+4:	CAGE Code: 41LJ4 DoDAAC:
Expiration Date: 10/09/2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1376 Laurel Ave City: Beaumont ZIP Code: 77701-2124		State/Province: TEXAS Country: UNITED STATES

N & T
Bid Response

IFB 19-021/JW
Ford Fields Concession Stand
Bids due: 11:00 AM CT, Tuesday, April 23, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

https://www.co.jefferson.tx.us/Purchasing/

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to

assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** 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/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (In writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. **Bidding**

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson 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.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure

to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.7 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.8 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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. AGREEMENTOR 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) 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) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement 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) 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) 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 for purpose 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 AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT 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 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) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 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 contractor. 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor 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 interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR 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 Act provides that the contractor and subcontractor 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 GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) 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 AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall 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.

(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-halftimes 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 (I) 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 (I) 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 (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT 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) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT 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 GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall 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 (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT 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).

(2) 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.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. 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 GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT 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 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. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(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-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA 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 AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) 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) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation	Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") In article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable.

Questions or comments relating to bid submission requirements should be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us
Please reference bid number **IFB 19-021/JW**.

Questions or comments relating to plans and specifications should be directed to Dohn H. LaBiche, FAIA at 409-860-0197 or dlabiche@labiche.com
Please reference bid number **IFB 19-021/JW.**

Scope

FURNISH ALL MATERIALS AND LABOR FOR THE CONSTRUCTION OF A NEW CONCESSION STAND TO BE LOCATED AT FORD FIELDS.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 19-021/JW), Ford Fields Concession Stand

Bidder's Company/Business Name: N+T Construction Co, Inc.

Bidder's TAX ID Number: 1-76-0292289-4

Contact Person: Lauren Williams **Title:** PM

Phone Number (with area code): 409-813-8592

Alternate Phone Number if available (with area code): N/A

Fax Number (with area code): 409-813-8597

Email Address: LWilliams@NandTConstruction.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

1376 Laurel ave.
Address

Beaumont, TX 77701
City, State, Zip Code

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1, 2, 3, 4.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

N&T Construction Co., Inc.
Company Name

1376 Laurel Ave.
Address

Beaumont TX 77701
City State Zip

Lauren Williams
Signature of Person Authorized to Sign

Lauren Williams
Printed Name

Vice President
Title

For clarification of this offer, contact:

Charlie Jabbia
Name

409-813-8592 409-813-8597
Phone Fax

CJabbia@NandTConstruction.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for Jefferson County Invitation for Bid (IFB 19-021/JW), Ford Fields Concession Stand.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 19-021/JW, Ford Fields Concession Stand. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

July 1, 2019
Date

Attest:

Carolyn L. Guidry
County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Bidder Shall Return Completed Form with Offer.

Bid Form

Bidder proposes to furnish all labor, material and equipment, and to perform all work necessary to construct the **Ford Fields Concession Stand** including Mechanical, Plumbing and Electrical Work, in accordance with drawings and specifications prepared by The LaBiche Architectural Group, Inc., for the following sum:

Materials Bid Amount: $ 234,800 .00

Materials Bid Amount Written in Words:
two hundre thirty four thousand eight hundred dollars and 0 /100

Labor Bid Amount: $ 352,200 .00

Labor Bid Amount Written in Words:
three hundred fifty two thousand dollars and 0 /100

Total Base Bid Amount: $ 587,000 .00

Total Base Bid Amount Written in Words:
Five hundred eighty seven thousand dollars and 0 /100

Bidder has examined the site of the Work and the nature and kind of work to be performed and has informed themselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and Bidder represents and warrants that they have experience in the use of materials and methods of performance specified, and that they can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of our bid, Bidder agrees to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work in 180 calendar days.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before the date of completion shown on the "Notice to Proceed". Bidder further agrees to pay as liquidated damages, the sum of **$300.00** for each consecutive calendar day thereafter.

Acknowledgment of Addenda (if any):

Addendum 1 ✓ Date Received 4/8/19
Addendum 2 ✓ Date Received 4/18/19
Addendum 3 ✓ Date Received 4/22/19
Addendum 4 ✓ Date Received 4/30/19

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: CITY OF PORT ARTHUR

Address: 444 4TH ST. PORT ARTHUR, TX 77640

Contact Person and Title: CLIFTON WILLIAMS

Phone: 409-983-8160 Fax: 409-983-8291

Email Address: clifton.williams@portarthurtx.gov Contract Period: 2016, 2017

Scope of Work: New pavilion & site upgrades, new transit building

REFERENCE TWO

Government/Company Name: City of Beaumont

Address: 801 Main St. Beaumont, TX 7701

Contact Person and Title: Keith Folsom

Phone: 980-8311 Fax: 880-3110

Email Address: _____ Contract Period: Various

Scope of Work: Fire Station #11, Public Health Building, EOC, Communications Building

REFERENCE THREE

Government/Company Name: Port Arthur ISD

Address: 4801 9TH Ave. Port Arthur, TX 77642

Contact Person and Title: Dr. Mark Portone, Superintendent

Phone: 989-6100 Fax: 989-6229

Email Address: mportone@paisd.org Contract Period: 2016, 2017, 2018, 2019

Scope of Work: Tyrrell Elementary, Sam Houston Elementary, Adams Storm Repairs

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... **Yes** ☑ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

N+T Construction Co., Inc.
Bidder (Entity Name)

1376 Laurel Ave.
Street & Mailing Address

Beaumont, TX 77701
City, State & Zip

409-813-8592
Telephone Number

LWilliams@NandTConstruction.com
E-mail Address

LWilliams
Signature

Lauren Williams
Print Name

4/23/19
Date Signed

409-813-8597
Fax Number

Bidder Shall Return Completed Form with Offer.

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.	OFFICE USE ONLY
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.	Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

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 in this section is being disclosed.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 J Williams — 4/23/19

Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

N/A

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20__, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 9/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☑ Yes ☐ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☑ Yes	☐ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☑ Yes	☐ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☑ Yes	☐ No	3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☑ Yes	☐ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
☐ Yes	☐ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Lauren Williams
Printed Name of Authorized Representative

L Williams
Signature

Vice President
Title

4/23/19
Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☑ Yes ☐ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub-consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: N&T Construction Co., Inc. HUB: ☑ Yes ☐ No

Address: 1376 Laurel Ave. (Street) Beaumont (City) TX (State) 77701 (Zip)

Phone (with area code): 409-813-8592 Fax (with area code): 409-813-8597

Project Title & No.: Ford Fields Concession Stand, # 15036

Prime Contract Amount: $ TBD

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Lauren Williams	L Williams	4/23/19
Printed Name of Contractor Representative	Signature of Representative	Date
N&T Construction Co., Inc.	L Williams	4/23/19
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This Information must be submitted with your bid.

Bidder intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☑ Yes ☐ No

Prime Contractor: N&T Construction Co., Inc. HUB: ☑ Yes ☐ No

HUB Status (Gender & Ethnicity): WBE

Address: 1316 Laurel Ave. Beaumont TX 77701
Street City State Zip

Phone (with area code): 409-813-8592 Fax (with area code): 409-813-8597

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ TBD Total HUB Subcontract(s): $ TBD

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Lauren Williams

Title: PM

Signature: LWilliams

Date: 5/6/19

E-mail address: LWilliams@NandTConstruction.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Lauren Williams

Title: PM

Date: 5/6/19

E-mail address: LWilliams@NandTConstruction.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

✓ I certify that N+T Construction [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	1-76-0292289-4
Company Name submitting bid/proposal:	N+T Construction Co., Inc.
Mailing address:	P.O. Box 269 Beaumont, TX 77704
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Lauren Williams, the undersigned representative of (company or business name) NET Construction Co., Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

L Williams
Signature of Company Representative

4/23/19
Date

On this 7th day of May, 2019, personally appeared Lauren Williams, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

PATRICIA ELAINE JABBIA
Notary ID #126080088
My Commission Expires
April 17, 2023

Notary Signature

5/7/19
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

N&T Construction Co., Inc.

Company Name

#15036

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Lauren Williams (name), who after being by me duly sworn, did depose and say:

"I, Lauren Williams (name) am a duly authorized officer of/agent for N&T Construction Co., Inc. (name of firm) and have been duly authorized to execute the foregoing on behalf of the said N&T Construction Co., Inc. (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: N&T Construction
1376 Laurel Ave. Beaumont, TX 77701

Fax: 409-813-8592 Telephone# 409-813-8592

by: Lauren Williams (print name) Title: Vice President

Signature: Williams

SUBSCRIBED AND SWORN to before me by the above-named Lauren Williams on this the 7 day of May, 2019.

Notary Public in and for the State of Texas

PATRICIA ELAINE JABBIA
Notary ID #126080088
My Commission Expires
April 17, 2023

Bidder Shall Return Completed Form with Offer

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, N & T Construction Co., Inc.

as PRINCIPAL, AND Hartford Fire Insurance Company

as SURETY are held and firmly bound unto Commissioners' Court of Jefferson County hereinafter called the "Owner," in the penal sum of Five Percent of Amount Bid Dollars, ($ --5%--), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated May 7, 2019, for FORD FIELDS CONCESSION STAND, BEAUMONT, TEXAS.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 7th day of May, 2019, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

N & T Construction Co., Inc.

(SEAL)

Hartford Fire Insurance Company

Attest:

By:

Douglas N. McElveen

Attorney-in-Fact

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

By: _____ Affix Corporate Seal

_____ _____

Attest:

_____ _____

By: _____ Affix Corporate Seal

Countersigned

by _____
Douglas N. McElveen
*Attorney-in-Fact, State of Louisiana

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, LAUREN WILLIAMS, certify that I am the _____,

_____, Secretary of the Corporation named as Principal in the within bond; that CHARLIE JABBIA, who signed the said bond on behalf of the Principal was then C.O.O. of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

_____ (Corporate Seal)

Title SECRETARY

* Power-of-attorney for person signing for surety company must be attached to bond.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MCELVEEN INSURANCE LLC
Agency Code: 43-483928

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, *up to the amount of* Unlimited :

Christine Baker, Douglas N. McElveen, Amanda McElveen, Kathy Peters, Benjamin Dennis Stine of LAKE CHARLES, Louisiana

their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 7, 2019

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

RECEIVED 10:52 AM MAY 10, 2019

N&T CONSTRUCTION

GENERAL CONTRACTORS

P.O. Box 269 Beaumont, Texas 77704

SEALED BID
FORD FIELDS CONCESSION STAND
IFB 19-021 /JW
DUE DATE: MAY 17, 2019
ATTN: JAMEY WEST

CONSTRUCTION MANUAL

Ford Fields

FORD FIELDS

CONCESSION STAND

5115 IH-10 South, Beaumont, Texas

PROJECT #15036

The LaBiche
ARCHITECTURAL GROUP, INC.

7999 Gladys Ave., Suite 101
Beaumont, Texas 77706
409-860-0197

REGISTERED ARCHITECT
JOHN H. LaBICHE
11692
STATE OF TEXAS

3/15/19

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

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REGISTERED ARCHITECT
JOHN H. LaBICHE
11592
STATE OF TEXAS
3/15/19

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

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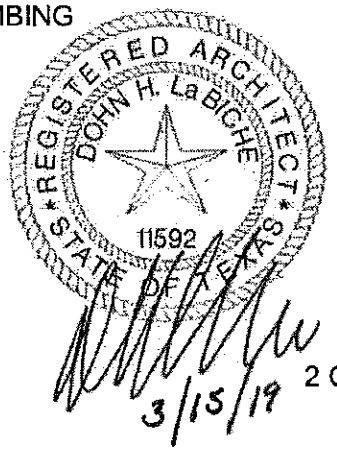
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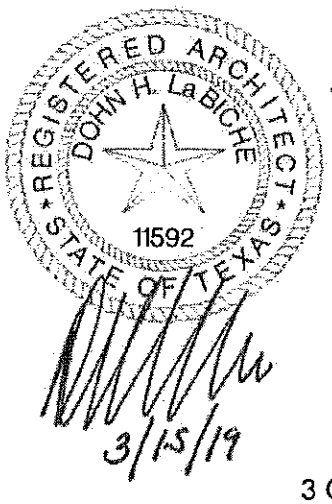
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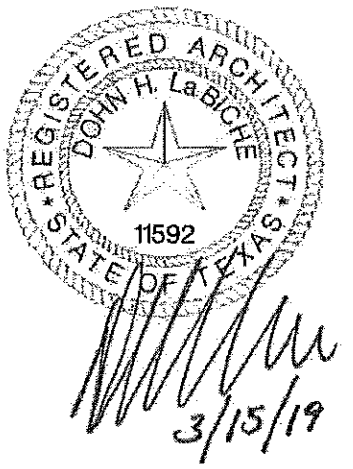
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FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

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JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

March 18, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-021/JW, Ford Fields Concession Stand. **Construction Documents for this project may be obtained from the office of The LaBiche Architectural Group, Inc. by calling 409-860-0197 for access to the online drawings and specifications.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Ford Fields Concession Stand**
BID NO:	**IFB 19-021/JW**
DUE DATE/TIME:	**11:00 AM CT, Tuesday, April 23, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

There will be a pre-bid conference and walk-through at 9:00 AM CDT on Tuesday, April 2, 2019 at the Ford Park Ball Fields, 5115 IH10 South, Beaumont, Texas 77705.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – March 20, 2019 & March 27, 2019

IFB 19-021/JW
Ford Fields Concession Stand
Bids due: 11:00 AM CT, Tuesday, April 23, 2019

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

https://www.co.jefferson.tx.us/Purchasing/

Instructions to Bidders

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

6. County Holidays – 2019:

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

7. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to

assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** 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/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

10. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

11. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

12. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

13. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the Included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

17. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

18. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

19. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

20. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

21. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

22. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

23. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Conditions of Bidding and Terms of Contract

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.1 Bids. All bids must be submitted on the bid form furnished in this package.

1.2 Authorized Signatures. The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 Alternates. The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 Responsiveness. A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 Responsible Standing of Bidder. To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Confidential/Proprietary Information

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson 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.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure

to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

4.5 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.7 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.8 Warranty. The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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. AGREEMENTOR 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) 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) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement 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) 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) 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 for purpose 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 AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT 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 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) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 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 contractor. 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor 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 interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR 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 Act provides that the contractor and subcontractor 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 GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) 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 AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall 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.

(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-halftimes 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 (I) 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 (I) 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 (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT 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) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT 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 GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall 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 (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding $100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT 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).

(2) 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.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. 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 GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT 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 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. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(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-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA 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 AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) 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) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and Three (3) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7th floor, Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable.

Questions or comments relating to bid submission requirements should be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us
Please reference bid number **IFB 19-021/JW**.

Questions or comments relating to plans and specifications should be directed to Dohn H. LaBiche, FAIA at 409-860-0197 or dlabiche@labiche.com
Please reference bid number **IFB 19-021/JW**.

Scope

FURNISH ALL MATERIALS AND LABOR FOR THE CONSTRUCTION OF A NEW CONCESSION STAND TO BE LOCATED AT FORD FIELDS.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name

_____
Phone Fax

_____
E-mail

Bidder Shall Return Completed Form with Offer.

Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 19-021/JW), Ford Fields Concession Stand

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

_____
Address

_____
City, State, Zip Code

Acceptance of Offer

The Offer is hereby accepted for Jefferson County Invitation for Bid (IFB 19-021/JW), Ford Fields Concession Stand.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 19-021/JW, Ford Fields Concession Stand. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

_____ _____

Jeff R. Branick
County Judge

Date

Attest:

_____

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Bidder proposes to furnish all labor, material and equipment, and to perform all work necessary to construct the **Ford Fields Concession Stand** including Mechanical, Plumbing and Electrical Work, in accordance with drawings and specifications prepared by The LaBiche Architectural Group, Inc., for the following sum:

Materials Bid Amount: $_____.____

Materials Bid Amount Written in Words:

_____dollars and _____/100

Labor Bid Amount: $_____.____

Labor Bid Amount Written in Words:

_____dollars and _____/100

Total Base Bid Amount: $_____.____

Total Base Bid Amount Written in Words:

_____dollars and _____/100

Bidder has examined the site of the Work and the nature and kind of work to be performed and has informed themselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and Bidder represents and warrants that they have experience in the use of materials and methods of performance specified, and that they can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of our bid, Bidder agrees to execute the Contract within 10 (ten) days after such notice, deliver Performance and Payment Bonds for the faithful performance of the Work, to begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work in _____ calendar days.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before the date of completion shown on the "Notice to Proceed". Bidder further agrees to pay as liquidated damages, the sum of **$300.00** for each consecutive calendar day thereafter.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... **Yes** ☐ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Bidder Shall Return Completed Form with Offer.

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 in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

_____ _____
Printed Name of Authorized Representative Signature

_____ _____
Title Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub-consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This Information must be submitted with your bid.

Bidder intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF_____ COUNTY OF_____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said_____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder:_____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the_____ day of_____, 20___.

_____
Notary Public in and for
the State of_____

Bidder Shall Return Completed Form with Offer.

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name)_____
(heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____
Company Name

_____
IFB/RFP/RFQ number

Certification check performed by:

_____
Purchasing Representative

_____
Date

Bidder Shall Return Completed Form with Offer.

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,_____
_____
as PRINCIPAL, AND_____
_____,

as SURETY are held and firmly bound unto Commissioners' Court of Jefferson County hereinafter called the "Owner," in the penal sum of_____
_____Dollars, ($_____),
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated _____, 20___, for FORD FIELDS CONCESSION STAND, BEAUMONT, TEXAS.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

_____ (SEAL)

_____

_____ _____ (SEAL)

_____

Attest: By: _____

_____ _____

_____

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

By: _____ Affix Corporate Seal

_____ _____

Attest:

_____ _____

By: _____ Affix Corporate Seal

Countersigned

by _____

*Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____,

_____, Secretary of the Corporation named as

Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate Seal) _____

Title _____

* Power-of-attorney for person signing for surety company must be attached to bond.

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

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S2 FOUNDATION PLAN, DETAILS, & ROOF SCHEMATIC FRAMING PLAN

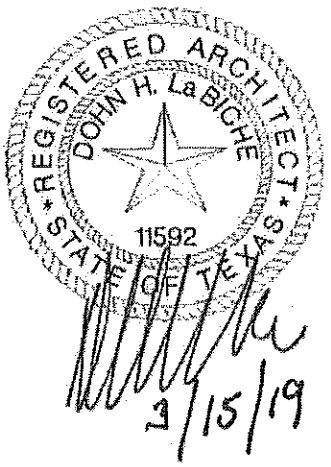
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END OF INDEX OF DRAWINGS



FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 010100 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. The project is located at 5115 IH-10 South, in Beaumont, Texas.

B. The Work of this Contract consists of the furnishing of all labor, materials, services, equipment and appliances as indicated in the Drawings and Specifications.

1. **Base Bid:** Construct a new concession stand on the grounds of Ford Park Fields.

C. The Drawings and Specifications do not necessarily indicate or describe all Work required for completion of the Project. Contractor shall provide and install all incidentals reasonably inferable from the Contract Documents that are required for a complete Project.

D. These documents describe the essential elements sufficiently to determine the scope of the Project.

E. Provide all items required for complete operating systems including items not necessarily shown in these documents, but that can be reasonably inferred as being required for the complete operating system.

F. The Drawings and Specifications indicate the basic quality of materials and quality of construction required for the entire project.

G. Site Inspection: Offers' can access the site at any day and time. Access to the Sub Courthouse requires contacting County Maintenance Supervisor Mark Bernard at (409) 466-1790.

H. Inquiries Concerning Proposal and Contract Documents: Prior to submitting a proposal, technical questions concerning the proposal documents shall be directed to:

The LaBiche Architectural Group, Inc.
7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
dlabiche@labiche.com
Tel: 409/860-0197
Fax: 409/860-0198

1.02 RELATED DOCUMENTS

General Conditions, Supplementary General Conditions, Forms, Specification Sections found in Division 01 through Division 16, and all Drawings apply to Work specified in this Section.

1.03 CONTRACT

A. The Contract will be executed as a lump-sum agreement on the forms provided.

B. Employ subcontractors for the disconnection, re-connection and installation of all mechanical and electrical Work in conjunction with all Work required, or implied, to be performed by licensed mechanics of these disciplines:
   1. Subcontractors of Contractor shall furnish to Contractor bonds covering faithful performance of subcontract Work and payment of all obligations there under, when Contractor is required to furnish such bonds to the Owner.
   2. Subcontractors of Contractor shall purchase and maintain liability insurance as will protect him from claims, for not less than limits of liability which Contractor is required to provide to Owner.
   3. The Contractor shall include in Contract Amount costs of supervision, coordination and monitoring Work of his selected Subcontractors.

1.04 CONTRACTOR'S USE OF PREMISES

A. Bidders are notified of the following days and hours of operation for all construction activities associated with the construction of the Concession Stand:
   a. Monday – no restrictions on work hours.
   b. Tuesday, Wednesday, Thursday & Friday – no work after 5:00 PM.
   c. Saturday & Sunday - no work without permission of the owner.
   d. Any power outages required for construction shall be coordinated with the owner one week prior to the scheduled outage.

B. Contractor shall be responsible for monitoring the use of premises by Contractor's employees and Subcontractors.

C. Access routes for delivery of materials and equipment shall be as indicated by Owner. Do not use access routes other than those indicated without written permission of the Owner.

D. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site. Store materials and products only in those areas indicated for staging.

E. Protect existing lawns, sidewalks, pavements, curbs and utilities subject to damage by Work under this Contract. Repair or replace any existing Work damaged by the Contractor.

F. Parking areas for Contractor's personnel shall be on the project site to the extent it does not interfere with on-going contract Work and in areas designated by the Owner.

1.05 WORK ON PROPERTY

A. Obtain and pay all fees required applicable governing authorities, prior to commencing Work on this Project.

B. Post all notices and warning signs required by applicable governing authorities.

C. Perform Work on this Project in accordance with local codes and ordinance and utility company requirements.

1.06 WORK SEQUENCE AND CLAIMS FOR ADDITIONAL TIME

A. Construct Work in phases to accommodate Owner's occupancy requirements. During the construction period, coordinate construction schedule and operation with the Architect.

B. Claims for additional time as a result of adverse weather conditions will be considered only for weather conditions which are abnormal and if such weather conditions had an adverse effect on the scheduled construction: Rain Day claims for day(s) when Contractor is normally not on site are not legitimate. The Contractor shall document rain delays on a regular basis and submit an itemized listing to the Owner at each payment application meeting. Only requests for extra time, which prevents Work on critical activities for fifty percent (50%) or more of a scheduled workday will be considered. If no request is submitted for a given month, it will be assumed that no time was lost and the contract time shall not be adjusted.

C. No extension of time shall be deemed as waiver by the Owner of its right to terminate the contract for abandonment or delay by the Contractor. Once the Work has begun the contractor shall properly man the project in a continuous manner and proceed with all diligence to complete the project within the contract time. The Contractor must Work continuously and will not be allowed to stop activity on any weekday unless due to adverse weather of to reason pre-approved in writing by the Owner.

1.07 OWNER OCCUPANCY

A. The Owner may occupy all portions of the building and conduct normal operations during the Work. Owner occupancy shall be during the course of the normal Work day and not include evenings. Owner activities may occur on weekends. The Contractor shall fully clean the site and remove all debris and materials from the grounds on days when scheduled Owner's activities will conflict with the Work.

B. Cooperate with the Owner and schedule the Work to minimize conflicts, and to facilitate Owner's normal operations.

C. All electrical, HVAC units and controls shall remain in operation during times the building is occupied.

1.08 OWNER'S OPERATIONS

A. The Contractor shall conduct its Work in a manner to provide minimal interruption of the school campus during all construction Work. The Work shall be done at such times and in such manner and locations as to cause a minimum of inconvenience for the students, instructors, and staff. Limit operations to specific Work areas. A system of barricades, fences and enclosures shall be used by the Contractor to avoid conflict between construction and operations of the facility.

1.09 HAZARDOUS MATERIALS

A. If, during the progress of the Work, Contractor uncovers work which he believes contains asbestos or other hazardous materials, he shall immediately cease operations in the area of such discovery and notify the both the Architect and the Owner's Representative in writing.

B. Owner will arrange with the Abatement Contractor to perform necessary testing, barricades, enclosures, filtering, and ventilation in areas containing hazardous materials; decontamination, or removal and disposal of hazardous materials in accordance with requirements of authorities having jurisdiction.

C. Owner's Abatement Consultant will notify Owner's Representative and Architect in writing when it is safe to resume construction operations in the areas in question.

D. Contractor shall identify potential lead containing material hazards at the Site and oversee appropriate protective measures, including protection of persons, establishing

END OF SECTION 01010

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 010300 - SPECIAL CONDITIONS

PART 1 - GENERAL

1.01 REFERENCES

A. References to known standard specifications shall mean and shall refer to the latest edition of such specifications adopted and published at date of invitation to submit proposals.

B. Reference to technical society, organization or body is made in these Specifications in accordance with the following abbreviations:

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
ANAAMM	National Association Architectural Metals Manufacturers
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing Materials
FS	Federal Specifications
NBS	National Bureau of Standards
NEC	National Electric Code
NFPA	National Fire Protection Association
NRCA	National Roofing Contractors Association
UL	Underwriters' Laboratories, Inc.

1.02 CONDITIONS

A. "General Conditions" apply with equal force to the General Contractor, Subcontractors, Work, extra Work, and the like that may be specified herein or performed in or about the building or site under this Contract.

B. For convenience of reference and to facilitate letting of subcontracts, these Specifications are separated into sections. Such separation shall not operate to make Owner an arbitrator to establish subcontract limits between subcontractors.

C. Execute Work as per Contract Documents. Make no changes therefore without having first received written permission. Where detailed information is lacking before proceeding with Work, refer matter to Architect for clarification.

D. All Work shall be executed by mechanics skilled in their respective trades. Mechanics whose Work is unsatisfactory to the Owner and/or Architect, or who are considered by the Owner to be careless, incompetent, unskilled, or otherwise objectionable, are to be dismissed from Work upon notice from the Owner.

E. The Owner will provide temporary water and electrical power required for the Work at no cost to the Contractor. The Contractor shall make necessary connections to existing fireplugs and/or tap the existing water service, and to power transformer or

other power sources at each building or site as required for performance of his Work. Coordinate all connections with the Owner's Maintenance Department.

F. Contractor shall be responsible for furnishing storage trailers, temporary security fencing, temporary fire protection, telephones, etc., as required to carry out construction operations.

G. Construction related access to the site, shall be limited to areas permitted by the Owner and/or as shown on the Drawings. It shall be the responsibility of the Contractor to prevent damage to the existing paving, to repair all damage, and to recognize and respect all traffic safety requirements and signage. Any loss or damage to the Owner's property caused by the Contractor or his workmen shall be repaired or replaced at no cost to the Owner. Restore the grounds to original condition at the completion of the Project. Remove all fences, barricades, etc. Replace all vegetation damaged by construction operations, including grass, shrubs, and trees, to the satisfaction of the Owner.

H. Work hours in general are between 7:00 am and 6:00 pm, Monday through Friday, unless an exception is granted by the Owner and Architect, or as otherwise defined by various Section of these Specifications.

I. The Contractor shall remove trash and rubbish from the Owner's premises at the end of each Workday. This shall mean that these materials shall be cleaned from the grounds and shall not be left in areas or locations other that containers specified for this purpose. Burning of combustibles will not be permitted.

1.03 RELATED DOCUMENTS

General Conditions, Supplementary General Conditions, Forms, Specification Sections found in Division 01 through Division 16, and all Drawings apply to Work specified in this Section.

1.04 PROJECT SUPERINTENDENT

A. In addition to other duties imposed by these Specifications the Project Superintendent shall meet the following requirements:

B. Show prior to the start of Work references from Owners of a minimum of five (5) previously completed jobs of similar size, complexity and construction cost.

C. Show proficiency prior to the start of the Work that the Superintendent is fluent in the English language, or if not, provide a competent and approved interpreter for such purposes. The purpose of this clause is to assure adequate communications with all parties involved in the Work.

D. The Project Superintendent shall be present at the project site at all times that any Work of this contract is underway. In the case that the Project Superintendent must be away from the project site the Contractor shall first file written documentation of the absence with the Architect at least 48-hours in advance of the new replacement. The replacement, or acting Project Superintendent, shall meet the minimum requirements defined above and elsewhere in the Specifications for the Project Superintendent. The only exception to this shall be when the Contractor, an officer of the company with

a majority share of ownership, shall be permitted to act as the Project Superintendent. A majority owner of the contracting company may act as the Project Superintendent for the entirety of the project.

E. No Work shall be performed and no subcontractor(s) shall be permitted to Work at any time when the Project Superintendent is not present.

1.05 INSURANCE CLAIMS FOR PROPERTY DAMAGES

A. In the event that any damage is incurred to the Owner's or employees property due to any act of the Contractor, the Contractor shall make payment of the claim through its own resources or via its insurance carrier within thirty (30) days of the claim occurrence.

1.06 ADDITIONAL INSPECTIONS BY ARCHITECT

A. In the event that the Contractor exceeds the completion date for whatever reason he/she shall be responsible for reimbursing the Owner through authorized change order for all costs of the Architect's staff and expenses to carry on inspection duties at the rate performed during the project before the completion date.

B. The rate of reimbursement shall be as follows:

Construction Observer	$ 65.00 per hour
Architect / Roofing Consultant	$135.00 per hour
Re-Inspection Following Substantial or Final Completion	$135.00 per hour
Mileage	$ 0.45 per mile
Other Expenses	Cost plus 10%

END OF SECTION 010300

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 010410 - PROJECT COORDINATION

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

Coordinate Work with that of other contractors and trades and on-going Work by Owner under administration of the Architect.

1.02 RELATED DOCUMENTS

General Conditions, Supplementary General Conditions, Forms, Specification Sections found in Division 01 through Division 16, and all Drawings apply to Work specified in this Section.

1.03 VISIT TO SITE

A. Prior to submitting his quotation for Work under this project, the Contractor shall visit the site to examine all conditions related to his Work, and to acquaint himself with these conditions. FIELD MEASUREMENTS ARE REQUIRED FOR THIS PROJECT.

B. The Contractor shall verify that existing facilities, utilities and/or conditions are adequate and if equipment, utilities, facilities or conditions are such that other items and services, in addition to those specified, are required to achieve operational systems as described herein, the Contractor shall advise the Architect of the scope and costs of necessary additional Work or services at the time of proposal submittal.

1.04 CONSTRUCTION MOBILIZATION

A. The Contractor shall attend the scheduled pre-construction conference as directed by the Architect and Owner for the purpose of project coordination.

B. Cooperate with the Owner and Architect in location of mobilization areas on site for access, traffic, and parking facilities. During construction coordinate use of site and facilities through the Architect and Owner.

C. Comply with the Architect's procedures for intra-project communications: Submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

D. Comply with instructions of the Architect for use of temporary facilities.

E. Coordinate field and layout Work under instructions of the Architect.

1.05 SUBMITTALS TO THE ARCHITECT

A. All submittals for this project will be required to be submitted at the same time and shall be in accordance with requirements of Section 010300. The Contractor shall provide submittals covering all materials specified in the Specifications. Any changes from the existing Work or sheet metal profiles shown in the Drawings will be forwarded in the

form of shop drawings to the Architect by facsimile prior to beginning fabrication or installation. Update and provide revised schedules at each pay application meeting.

B. Deliver submittals to the Architect for transmittal to all required parties. The office of the Architect is located as follows:

The LaBiche Architectural Group, Inc.
7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
Tel: 409/860-0197
Fax: 409/860-0198

C. Submit written requests for interpretation of Contract Documents and obtain instructions through the Architect.

1.06 COORDINATION DRAWINGS

A. Provide information required by the Architect for preparation of coordination drawings.

B. Review Drawings carefully prior to submission of all submittals to the Architect.

1.07 CLOSEOUT PROCEDURES

Submit in accordance with Section 017000.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 010410

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 010450 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Requirements and limitations for cutting and patching of Work.

B. Definition: "Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other Work, and subsequent fitting and patching required for restoration of surfaces to their original condition.
   1. "Cutting and patching" is performed for coordination of the Work, to uncover Work for access or inspection, to obtain samples for testing, to permit alterations to be performed or for other similar purposes.

1.02 RELATED REQUIREMENTS

General Conditions, Supplementary General Conditions, Forms, Specification Sections found in Division 01 through Division 16, and all Drawings apply to Work specified in this Section.

1.03 SUBMITTALS

A. Submit written request in advance of cutting or alteration, which affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather-exposed or moisture-resistant element.
   3. Efficiency, maintenance, or safety of any operational equipment.
   4. Visual qualities of sight-exposed elements.
   5. Work of Owner or separate contractor.

B. Include in request:
   1. Identification of Project.
   2. Location and description of affected Work.
   3. Necessity for cutting or alteration.
   4. Description of proposed Work, and products to be used.
      a. Scope of cutting, patching, alteration, or excavation.
      b. Trades who will execute the Work.
      c. Products proposed to be used.
      d. Extent of re-finishing.
      e. Cost proposal when applicable.
      f. Alternatives to cutting and patching.
   5. Effect on Work of Owner or separate contractor, if any
   6. Written permission of affected separate contractor, if any.
   7. Date and time Work will be executed.

1.04 QUALITY ASSURANCE

Requirements for Structural Work: Do not cut or alter any structural Work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Except as otherwise indicated, or as directed by the Owner, use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or-better performance characteristics.

B. Those required for original installation.

C. No substitutions of materials will be accepted after proposals are submitted.

PART 3 - EXECUTION

3.01 GENERAL

A. 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 ill-timed Work.
   3. Remove and replace defective and non-conforming Work.
   4. Remove samples of installed Work for testing.
   5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

3.02 INSPECTION

A. Before cutting, examine the surfaces to be cut and patched and the conditions under which the Work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the Work.

B. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.

C. After uncovering, inspect conditions affecting performance of Work.

D. Beginning of cutting or patching means acceptance of existing conditions.

3.03 PREPARATION

A. Provide supports to assure structural integrity of surroundings, devices and methods to protect other portions of Work from damage.

B. Provide protection from elements for areas, which may be exposed by uncovering Work; maintain excavations and openings free of water.

C. Prevent debris from entering facility; do not permit product contamination.

3.04 PERFORMANCE

A. Employ skilled workers to perform cutting and patching Work. Except as otherwise indicated or as approved by the Architect, proceed with cutting and patching at the earliest feasible time and complete without delay.

B. Cut the Work using methods that are least likely to damage Work to be retained or adjoining Work. Where possible review proposed procedures with the original installer and comply with its recommendations.

C. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine, such as a carborundum saw, or core drill, to ensure a neat hole. Cut holes and slots neatly to size required with a minimum disturbance of adjacent Work. To avoid marring existing finished surfaces, cut or drill from exposed or finished side into concealed surfaces. Temporarily cover unused openings.

D. Patch with seams, which are durable and as invisible as possible. Comply with specified tolerances for the Work. Where feasible, inspect and test patched areas to demonstrate integrity of Work. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining Work in a manner which will eliminate evidence of patching and re-finishing.

E. Where removal of walls or partitions extends from one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. If necessary to achieve uniform color and appearance, remove existing floor and wall covering; replace with new materials.

F. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface of wall or ceiling containing patch, after patched area has received prime and base coat. Patch, repair or re-hang existing ceilings as necessary to provide an even plane surface of uniform appearance.

G. Fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through roof, wall, floor or other surfaces.

H. At penetrations of fire-rated wall, ceiling, or floor construction, completely seal voids with fire rated material, full thickness of the construction element.

I. Do not leave facility open to contamination or rain; close off at end of each Work day.

J. Thoroughly clean areas and spaces where Work is performed or used as access to Work. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied.

END OF SECTION 010450

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 011200 - ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Procedural requirements

B. Rehabilitation and renovations of existing spaces and materials.

C. Installation of products removed in Sections as specified.

1.02 RELATED REQUIREMENTS

General Conditions, Supplementary General Conditions, Forms, Specification Sections and all Drawings apply to Work specified in this Section.

PART 2 - PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

A. New Materials shall be as specified in individual Sections

B. Match existing products and Work for patching and extending Work.

C. Determine type and quality of existing products by inspection and any necessary testing, and workmanship by use of existing as a standard. Presence of a product, finish or type of Work requires that patching, extending or matching shall be performed as necessary to make Work complete and consistent with the Specifications.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that demolition is complete and areas are ready for installation of new Work.

B. Beginning of restoration Work means acceptance of existing conditions.

3.02 PREPARATION

A. Cut, move or remove items as necessary for access to alteration and renovation Work; replace and restore at completion.

B. Remove unsuitable material not marked for salvage, such as rotted wood, rusted metals, and deteriorated masonry and concrete: replace materials as specified for finished Work.

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

D. Prepare surfaces and remove surface finishes to provide for proper installation of new Work and new finishes.

E. Close openings in exterior surfaces to protect existing Work and salvage items from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

3.03 INSTALLATION

A. Coordinate Work of alterations and renovations to expedite completion sequentially and to accommodate Owner occupancy.

B. Designated areas, rooms and spaces and finishes shall be complete in all respects, including operational mechanical and electrical systems.

C. Remove, cut and patch Work in a manner to minimize damage and to provide means to minimize products and finishes to specified condition.

D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent new finishes.

E. In addition to specified replacement of equipment and fixtures, restore existing plumbing, heating, ventilation, air conditioning, and electrical systems to full operational condition.

F. Install products as specified in individual sections.

3.04 TRANSITIONS

A. Where new Work abuts or aligns with existing make a smooth and even transition. Patched Work shall match existing adjacent Work in texture and appearance.

B. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to the Architect for completion.

3.05 ADJUSTMENTS

Fit Work at penetrations of surfaces as specified in Section 01045.

3.06 REPAIR OF DAMAGED SURFACES

A. Patch or replace portions of existing surfaces, which are damaged, lifted, discolored or showing other imperfections.

B. Repair substrate prior to patching finish.

3.07 FINISHES

A. Finish surfaces as specified in individual Sections.

B. Finish patches to produce uniform texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersection or natural termination point.

3.08 CLEANING

In addition to cleaning specified in Section 01500, clean Owner-occupied areas of Work as required.

END OF SECTION 011200

FORD FIELDS CONCESSION STAND
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SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Section:

1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

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

1.3 SUBMITTALS

A. 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. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
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. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.

g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. 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 date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. 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.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven 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 seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:

    a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    b. Requested substitution will not adversely affect Contractor's construction schedule.
    c. Requested substitution has received necessary approvals of authorities having jurisdiction.
    d. Requested substitution is compatible with other portions of the Work.
    e. Requested substitution has been coordinated with other portions of the Work.
    f. Requested substitution provides specified warranty.
    g. 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.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:

    a. 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.
    b. Requested substitution does not require extensive revisions to the Contract Documents.
    c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    d. Requested substitution will not adversely affect Contractor's construction schedule.
    e. Requested substitution has received necessary approvals of authorities having jurisdiction.
    f. Requested substitution is compatible with other portions of the Work.
    g. Requested substitution has been coordinated with other portions of the Work.
    h. Requested substitution provides specified warranty.
    i. 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.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

FORD FIELDS CONCESSION STAND
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SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. See Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.

C. See Division 01 Section "Unit Prices" for administrative requirements for using unit prices.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.4 ALLOWANCES

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

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 7 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has

changed from what could have been foreseen from information in the Contract Documents.

2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

FORD FIELDS CONCESSION STAND
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SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets, Submittals Schedule and Contractor's Construction Schedule.
2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:

   a. Project name and location.
   b. Name of Architect.
   c. Architect's project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Submit draft of AIA Document G703 Continuation Sheets.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Times: Progress payments shall be submitted to Architect by the 23rd of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

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

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Schedule of unit prices.
5. Submittals Schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies.

I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

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

1. Evidence of completion of Project closeout requirements.

2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

FORD FIELDS CONCESSION STAND
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SECTION 013000 - SUBMITTALS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Procedures
B. Construction Progress Schedule
C. Shop Drawings
D. Product Data
E. Samples
F. Manufacturer's Instructions
G. Manufacturer's Certificates
H. Schedule of Required Submittals
I. Request for Substitution Form

1.02 RELATED REQUIREMENTS

General Conditions, Supplementary General Conditions, Forms, Specification Sections and all Drawings apply to Work specified in this Section.

1.03 PROCEDURES - BEFORE PROPOSAL OPENING

No substitute systems or materials will be considered prior to proposal opening.

1.04 PROCEDURES - AFTER PROPOSAL OPENING

A. Deliver submittals to: The LaBiche Architectural Group, Inc.
7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706

B. All submittals required for the project shall be submitted at the same time.

C. Transmit each item under form acceptable to the Architect in this document. Identify Project, Contractor, Subcontractor and major suppliers. Identify pertinent drawing sheet and detail number, and specification section number as appropriate. Identify any and all deviations from Contract Documents. Provide 3-inch x 5-inch space each for Contractor and Architect review stamps. Provide certification stamp on all submittal sets.

D. Submit Submittal Schedule at the same time as all other submittals.

E. All submittals including shop drawings, product data and samples for this project will be submitted at the same time to the Architect and within ten (10) days after receipt of the Notice to Proceed.

F. After Architect's review of submittal, revise and re-submit as required, identifying changes made since previous submittal.

G. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to

promptly report any inability to comply with provisions.

H. Bind sets of submittals in labeled three-ring binders identified on the outside with the project title, date, Contractor's, Architect's and Owner's names, and including a table of contents corresponding to the Specification format, with all contents correlated.

1.05 CONSTRUCTION PROGRESS SCHEDULES

A. Submit horizontal bar chart with separate bar for each major trade or operation, identifying first Workday of each week.

B. Show submittal dates required for Shop Drawings product data and samples and product delivery dates including those, if any, identified to be furnished by the Owner.

1.06 SHOP DRAWINGS

A. Submit a minimum of four (4) sets, and a maximum of seven (7) sets of all shop drawings on opaque reproductions.

B. Present in a clear and thorough manner. Title each Drawing with Project Name and the same information indicated for 1.04.H above. Identify each element of Drawings by reference to sheet number and detail of the Contract Documents.

C. Identify field dimensions. Show relation to adjacent or critical features or Work or products.

1.07 PRODUCT DATA

A. Submit a minimum of four (4) sets, and a maximum of seven (7) sets of all product data.

B. Submit only pages that are pertinent. Mark each copy of standard printed data with yellow hi-liter to identify pertinent products, reference to Specification Section and Article number. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.

C. Modify manufacturer standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete or cross-out information not applicable.

D. Any deviation from the Contract Documents must be clearly identified when submitted. Any items not identified will be deemed to be the items exactly as specified in the Contract Documents.

1.08 MANUFACTURER'S INSTRUCTIONS

When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing in quantities specified for product data.

1.09 SAMPLES

A. Submit full range of manufacturer's standard colors, textures, and patterns for Owner's selection. Submit a minimum of four (4) sets, and a maximum of seven (7) sets of all samples unless otherwise indicated by these Specifications.

B. Submit samples to illustrate functional characteristics of the product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing Work.

C. Include identification on each sample, giving full information.

D. Submit the number specified in respective Specification Section: Two (2) will be retained by the Architect. Reviewed samples that may be used in the Work are indicated in the Specification Section.

1.10 FIELD SAMPLES

Provide field samples of finishes at the project site as required by individual Specification Sections. Install sample complete and finished. Acceptable samples in place may be retained in completed Work.

1.11 CONTRACTOR REVIEW

A. Review submittals prior to transmittal. Determine and verify field measurements, field construction criteria, manufacturer's catalog numbers and conformance of submittal with requirements of Contract Documents.

B. Coordinate submittals with requirements of Work and of Contract Documents.

C. Apply Contractor's stamp on each section of Shop Drawings and Product Data, and each sample label to certify compliance with requirements of Contract Documents. Notify Architect in writing at time of submittal, of any deviations from requirements of Contract Documents.

D. The Contractor is encouraged not to fabricate products or begin Work which requires submittals until return of reviewed submittal with Architect's review stamp. Fabrication of items and beginning of Work when submittals have not been reviewed will be at the Contractor's risk.

1.12 SUBMITTAL REQUIREMENTS

A. Transmit submittals in such sequence to avoid delay in the Work or Work of other contracts.

B. Coordinate submittals into logical groupings to facilitate interrelation of the several items.

C. Submit under Architect approved transmittal letter. Identify Project by title and number. Identify Work and product by Specification Section and Article Number.

1.13 RE-SUBMITTAL REQUIREMENTS

A. Make re-submittals under procedures specified for initial submittals. Identify changes made since previous submittal.

B. Re-submittals beyond the initial and a second will be reviewed by the Architect and/or his consultants at the Contractor's expense.

1.14 ARCHITECT AND OWNER REVIEW

A. The Architect and Owner and/or other authorized representative will review all submittals. Submittals will be returned to the Contractor with the Architect's review stamp affixed, and/or with the indication of any changes, which may need to be made, shown thereon, or with disapproval.

B. The Architect's review of any such Submittal shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, nor shall it relieve him from responsibility for errors of any sort in the Submittal, nor shall it in any way diminish the Contractor's obligation to conduct the Work in accordance with the Contract Documents.

C. Approval of samples shall be for design and appearance only, and such approval shall not relieve Contractor from any obligation as provided in the Contract Documents.

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

REQUEST FOR SUBSTITUTION
(Attach Additional Sheets As Necessary)

From: _____
_____
To: _____
_____

Date of Request: _____
Project: Project Name
Location: Project Location
Architect's Project No.: 09015

References: Specification Section: _____ Part: _____ Paragraph: _____ Subparagraph: _____
Specified Product Name: _____ Model No.: _____
Drawing Sheet(s): _____ De tail(s): _____

Description of Proposed Substitution:
Substitute Product Name: _____ Model No.: _____
Manufacturer: _____ Address: _____ Phone: _____
Installer: _____ Address: _____ Phone: _____
Reason for not providing specified item: _____
_____
Differences between proposed substitution and specified product: _____
_____
_____
☐ Point-by-point comparative data attached (Required for analysis and review by Architect)

Substitution Product History: ☐ New Product ☐ 2 to 5 Years Old ☐ 5 to 10 Years Old ☐ More than 10 Years Old
Similar Installations of Proposed Product:
Project: _____ Architect: _____ Phone: _____
Project Address: _____ Owner: _____ Phone: _____
_____ Date Product Installed: _____

Effect of Proposed Substitution:
Acceptance of proposed substitute will require the following change in Contract Sum and Contract Time:
☐ No Change in Contract Sum ☐ No Change in Contract Time
☐ Increase Contract Sum By $ _____ ☐ Increase Contract Time By _____ Calendar Days
☐ Decrease Contract Sum By $ _____ ☐ Decrease Contract Time By _____ Calendar Days.
Effect of proposed request for substitution on (Attach additional sheets if necessary):
a. Change in Construction Progress Schedule: ☐ No Effect ☐ _____
_____
b. Changes required in details and construction of related work: ☐ No Change ☐ Yes, Explain: _____
_____
c. Change in warranty requirements: ☐ No Change ☐ _____

Representations by Contractor: (1) Substitute item is equivalent or superior to that specified in quality and durability, design, appearance, function, finish, performance, is of size and weight that will permit installation in spaces provided, and that will allow adequate service access; (2) Substitute item is compatible with other portions of the Work; (3) Substitute item has been coordinated with other portions of the Work; (4) Substitute item has received necessary approvals from authorities having jurisdiction; (5) Substitute item is consistent with the Contract Documents and will produce the intended results; (6) Substitute item provides specified warranty; and (7) If requested substitution involves more than one contractor, or subcontractor, 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, or subcontractors involved.

_____
(Signature) (Typed or Printed Name and Title) (Date)

END OF SECTION 013000

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings.
2. Project meetings.
3. Requests for Interpretation (RFIs).

B. See Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.3 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:

   a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
   b. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
3. Number of Copies: Submit six opaque copies of each submittal. Architect will return four copies.
4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

1.5 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long-lead items.
    d. Designation of key personnel and their duties.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for RFIs.
    g. Procedures for testing and inspecting.
    h. Procedures for processing Applications for Payment.
    i. Distribution of the Contract Documents.
    j. Submittal procedures.
    k. LEED requirements.
    l. Preparation of Record Documents.
    m. Use of the premises.
    n. Work restrictions.
    o. Owner's occupancy requirements.
    p. Responsibility for temporary facilities and controls.
    q. Construction waste management and recycling.
    r. Parking availability.
    s. Office, work, and storage areas.
    t. Equipment deliveries and priorities.
    u. First aid.
    v. Security.
    w. Progress cleaning.
    x. Working hours.

3. Minutes: Record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

    a. The Contract Documents.
    b. Options.
    c. Related RFIs.
    d. Related Change Orders.
    e. Purchases.
    f. Deliveries.
    g. Submittals.
    h. Review of mockups.
    i. Possible conflicts.
    j. Compatibility problems.
    k. Time schedules.
    l. Weather limitations.
    m. Manufacturer's written recommendations.
    n. Warranty requirements.
    o. Compatibility of materials.
    p. Acceptability of substrates.
    q. Temporary facilities and controls.
    r. Space and access limitations.
    s. Regulations of authorities having jurisdiction.
    t. Testing and inspecting requirements.
    u. Installation procedures.
    v. Coordination with other work.
    w. Required performance results.
    x. Protection of adjacent work.
    y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at monthly intervals in conjunction with the review of the month's payment request. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

        1) Review schedule for next period.

    b. Review present and future needs of each entity present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.
        5) Off-site fabrication.
        6) Access.
        7) Site utilization.
        8) Temporary facilities and controls.
        9) Work hours.
        10) Hazards and risks.
        11) Progress cleaning.
        12) Quality and work standards.
        13) Status of correction of deficient items.
        14) Field observations.
        15) RFIs.
        16) Status of proposal requests.
        17) Pending changes.
        18) Status of Change Orders.
        19) Pending claims and disputes.
        20) Documentation of information for payment requests.

3. Minutes: Record the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

    a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.6 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Project name.
2. Date.
3. Name of Contractor.
4. Name of Architect.
5. RFI number, numbered sequentially.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

C. Hard-Copy RFIs:

1. Identify each page of attachments with the RFI number and sequential page number.

D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

a. Requests for approval of submittals.
b. Requests for approval of substitutions.
c. Requests for coordination information already indicated in the Contract Documents.
d. Requests for adjustments in the Contract Time or the Contract Sum.
e. Requests for interpretation of Architect's actions on submittals.
f. Incomplete RFIs or RFIs with numerous errors.

2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Submittals Schedule.
3. Daily construction reports.
4. Field condition reports.

B. See Division 01 Section "Payment Procedures" for submitting the Schedule of Values.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

E. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

F. Major Area: A story of construction, a separate building, or a similar significant construction element.

1.3 SUBMITTALS

A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Architect's final release or approval.

B. Contractor's Construction Schedule: Submit three opaque copies of initial schedule, large enough to show entire schedule for entire construction period.

1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.

C. Daily Construction Reports: Submit three copies at monthly intervals.

D. Field Condition Reports: Submit three copies at time of discovery of differing conditions.

1.4 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.

2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
4. Startup and Testing Time: Include not less than seven days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work under More Than One Contract: Include a separate activity for each contract.
3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
4. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Substantial Completion.
    e. Use of premises restrictions.
    f. Provisions for future construction.
    g. Seasonal variations.
    h. Environmental control.

5. Work Stages: Indicate important stages of construction for each major portion of the Work.

6. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. See Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule.

C. See Division 01 Section "Quality Requirements" for submitting test and inspection reports.

D. See Division 01 Section "Closeout Procedures" for submitting warranties.

E. See Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

F. See Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.

G. See Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Architect's responsive action.

B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.

D. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information on label for processing and recording action taken:

    a. Project name.
    b. Date.
    c. Name and address of Architect.
    d. Name and address of Contractor.
    e. Name and address of subcontractor.
    f. Name and address of supplier.
    g. Name of manufacturer.
    h. Submittal number or other unique identifier, including revision identifier.

        1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

    i. Number and title of appropriate Specification Section.
    j. Drawing number and detail references, as appropriate.
    k. Location(s) where product is to be installed, as appropriate.
    l. Other necessary identification.

E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.

F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.

G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

1. Transmittal Form: Use AIA Document G810 or approved Contractor Transmittal Form.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked approved on Architect's Submittal review form attached at the end of this section.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Use only final submittals with mark indicating approval taken by Architect.

1.4 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:

1. Approval by the Architect and Owner.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:

   a. Manufacturer's written recommendations.
   b. Manufacturer's product specifications.
   c. Manufacturer's installation instructions.
   d. Manufacturer's catalog cuts.
   e. Wiring diagrams showing factory-installed wiring.
   f. Printed performance curves.
   g. Operational range diagrams.
   h. Compliance with specified referenced standards.
   i. Testing by recognized testing agency.

4. Number of Copies: Submit seven copies of Product Data, unless otherwise indicated. Architect will return five copies. Mark up and retain two returned copies as Project Record Documents.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

   a. Dimensions.
   b. Identification of products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
   f. Shopwork manufacturing instructions.
   g. Templates and patterns.
   h. Schedules.
   i. Notation of coordination requirements.
   j. Notation of dimensions established by field measurement.
   k. Relationship to adjoining construction clearly indicated.
   l. Seal and signature of professional engineer if specified.
   m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
3. Number of Copies: Submit six opaque (bond) copies of each submittal. Architect will return one copy.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of appropriate Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

    a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

    a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.

E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.

    1. Number of Copies: Submit seven copies of product schedule or list, unless otherwise indicated. Architect will return five copies.

F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.

1. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return two copies.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.

S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Statement on condition of substrates and their acceptability for installation of product.
2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

3. Results of operational and other tests and a statement of whether observed performance complies with requirements.

T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

U. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

1. Architect will not review submittals that include MSDSs and will return them for resubmittal.

2.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

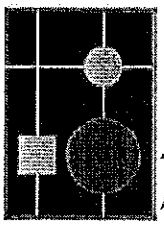
1. See sample of Architect's Shop Drawing Review Sheet at the end of this section.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

Submittals not required by the Contract Documents may not be reviewed and may be discarded.

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS



The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

SHOP DRAWING REVIEW

Project Name: XX

Project Number: XX

Submittal For: **XX**

	No Exception		Exceptions Noted		Rejected
	Revise & Resubmit		Submit Specified Item		

NOTE:
Our checking is only to determine general conformance with the design concept of the project and general compliance with the Contract Documents. The Contractor is solely responsible for confirming and correlating dimensions at the job site; for information which pertains to fabrication processes or construction techniques, and for coordinating the work of all trades. Our checking of shop drawings and submittals shall not relieve the Contractor of responsibility for deviation from the requirements of the Contract Documents nor for errors or emissions in the shop drawings and submittals.

By: Dohn H. LaBiche, FAIA Date:

Remarks:

END OF SECTION 013300

FORD FIELDS CONCESSION STAND
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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 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. 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.
2. 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. See Divisions 02 through 49 Sections for specific test and inspection requirements.

1.2 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. Approved mockups establish the standard by which the Work will be judged.

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 trades people 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.

1.3 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.

1.4 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. 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 re-inspecting.

C. 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.

1.5 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. 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.
2. Notify Architect 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.
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.

J. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 02 through 49.

1.6 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. 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, and the Contract Sum will be adjusted by Change Order.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

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

E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect 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 situations 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.

1.7 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 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 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 with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which 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.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

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

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."

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

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

END OF SECTION 014000

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SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists (The)
ABAA	Air Barrier Association of America
ABMA	American Bearing Manufacturers Association
ACI	ACI International (American Concrete Institute)
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AHA	American Hardboard Association (Now part of CPA)
AHAM	Association of Home Appliance Manufacturers

AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	Architectural Precast Association
APA	APA - The Engineered Wood Association
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASCE	American Society of Civil Engineers
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International (The American Society of Mechanical Engineers International)
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	AWCI International (Association of the Wall and Ceiling Industry International)

AWCMA	American Window Covering Manufacturers Association (Now WCSC)
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BICSI	BICSI
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Canadian Electricity Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CIMA	Cellulose Insulation Manufacturers Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CRRC	Cool Roof Rating Council
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association
CRI	Carpet & Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute

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CSA	Canadian Standards Association
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance
EIMA	EIFS Industry Members Association
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association
FIBA	Federation Internationale de Basketball (The International Basketball Federation)
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)
FM Approvals	FM Approvals
FM Global	FM Global (Formerly: FMG - FM Global)
FMRC	Factory Mutual Research (Now FM Global)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
FSA	Fluid Sealing Association
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Now GSI)

GS	Green Seal
GSI	Geosynthetic Institute
HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.
IAS	International Approval Services (Now CSA International)
IBF	International Badminton Federation
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IEST	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
ILI	Indiana Limestone Institute of America, Inc.
ISO	International Organization for Standardization
ISSFA	International Solid Surface Fabricators Association
ITS	Intertek Testing Service NA
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association (Now part of CPA)

LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association, Inc.
MH	Material Handling (Now MHIA)
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association

NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)
NWWDA	National Wood Window and Door Association (Now WDMA)
OPL	Omega Point Laboratories, Inc. (Now ITS)
PCI	Precast/Prestressed Concrete Institute
PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America)
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections

RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
SAE	SAE International
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SGCC	Safety Glazing Certification Council
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)
SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc.

TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society
TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute
UL	Underwriters Laboratories Inc.
UNI	Uni-Bell PVC Pipe Association
USAV	USA Volleyball
USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association (Now WCSC)
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)
WIC	Woodwork Institute of California (Now WI)
WMMPA	Wood Moulding & Millwork Producers Association
WSRCA	Western States Roofing Contractors Association
WWPA	Western Wood Products Association

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

BOCA	BOCA International, Inc. (See ICC)

IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials (See ICC)
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)
ICC	International Code Council
ICC-ES	ICC Evaluation Service, Inc.
SBCCI	Southern Building Code Congress International, Inc. (See ICC)
UBC	Uniform Building Code (See ICC)

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

CE	Army Corps of Engineers
CPSC	Consumer Product Safety Commission
DOC	Department of Commerce
DOD	Department of Defense
DOE	Department of Energy
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FCC	Federal Communications Commission
FDA	Food and Drug Administration
GSA	General Services Administration
HUD	Department of Housing and Urban Development
LBL	Lawrence Berkeley National Laboratory
NCHRP	National Cooperative Highway Research Program (See TRB)

NIST	National Institute of Standards and Technology
OSHA	Occupational Safety & Health Administration
PBS	Public Building Service (See GSA)
PHS	Office of Public Health and Science
RUS	Rural Utilities Service (See USDA)
SD	State Department
TRB	Transportation Research Board
USDA	Department of Agriculture
USPS	Postal Service

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA)
CFR	Code of Federal Regulations
DOD	Department of Defense Military Specifications and Standards
DSCC	Defense Supply Center Columbus (See FS)
FED-STD	Federal Standard (See FS)
FS	Federal Specification
FTMS	Federal Test Method Standard (See FS)
MIL	(See MILSPEC)
MIL-STD	(See MILSPEC)
MILSPEC	Military Specification and Standards
UFAS	Uniform Federal Accessibility Standards

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation
CCR	California Code of Regulations
CPUC	California Public Utilities Commission
TFS	Texas Forest Service Forest Resource Development

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 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. See Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.

C. See Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.2 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. 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.

1.3 SUBMITTALS

A. 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: type written letter on company stationary.
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.

B. 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 01 Section "Submittal Procedures."
b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.4 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.

1.5 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 weather tight 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.

1.6 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.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," 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.

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 7days of the Bid date. Requests received after that time may be considered or rejected at discretion of Architect. In no case will substitutions submitted more than 30 days after the Notice to Proceed be reviewed.

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.

2.3 COMPARABLE PRODUCTS

A. Conditions: Architect 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

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. General installation of products.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

B. See Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 SUBMITTALS

A. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.

B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.3 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work,

investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

D. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by professional engineer, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

B. See Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.

C. See Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

D. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

E. See Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.

F. See Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.

6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.5 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove snow and ice to provide safe access to building.
f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Sweep concrete floors broom clean in unoccupied spaces.
i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
n. Replace parts subject to unusual operating conditions.
o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
r. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

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SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Emergency manuals.
2. Operation manuals for systems, subsystems, and equipment.
3. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.

B. See Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 SUBMITTALS

A. Manual: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.

1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Architect.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for type of emergency, emergency instructions, and emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component for fire, flood, water leak, power failure, water outage, equipment failure and chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include instructions on stopping, shutdown instructions for each type of emergency, operating instructions for conditions outside normal operating limits, and required sequences for electric or electronic systems.

2.3 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.

4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:

D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures:

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

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PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.

F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

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SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

C. See Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit two set(s) of marked-up Record Prints.
2. Number of Copies: Submit copies of Record Drawings as follows:

a. Initial Submittal: Submit one set of corrected Record Transparencies and two set(s) of marked-up Record Prints. Architect will initial and date each transparency and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Architect will return transparencies and prints for organizing into sets, printing, binding, and final submittal.
b. Final Submittal: Submit two set(s) of marked-up Record Prints, and the following:

1) Record Transparencies: One (1) set.
2) Copies printed from Record Transparencies: Two (2). Print each Drawing, whether or not changes and additional information were recorded.
3) Scanned PDF document record set.

B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit two copies of each Product Data submittal.

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PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Transparencies: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected transparencies of the Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
2. Refer instances of uncertainty to Architect for resolution.
3. Owner will furnish Contractor one set of transparencies of the Contract Drawings for use in recording information.
4. Print the Contract Drawings and Shop Drawings for use as Record Transparencies. Architect will make the Contract Drawings available to Contractor's print shop.

C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.

3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect.
    e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

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PART 3.- EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

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SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete mixture.

C. Shop Drawings: For steel reinforcement. Material test reports and certificates.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

B. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301, "Specification for Structural Concrete".

2. ACI 318, "Building Code Requirements for Reinforced Concrete".
3. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
4. CRSI, "Manual of Standard Practice".

C. Preinstallation Conference: Conduct conference with Architect and Testing Laboratory representative at Project site.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

B. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.

C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.

D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

2.3 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, Type I.

    a. Fly Ash: ASTM C 618.

B. Normal-Weight Aggregates: ASTM C 33, graded, 1-inch (25-mm) nominal maximum coarse-aggregate size.

1. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Lightweight Aggregate: ASTM C 330, 3/4-inch (19-mm) nominal maximum aggregate size.

D. Water: ASTM C 94/C 94M and potable.

E. Air-Entraining Admixture: ASTM C 260.

F. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.

6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

G. Synthetic Fiber: Polypropylene fibers engineered and designed for use in concrete pavement, complying with ASTM C 1116, Type III.

2.4 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating.

2.5 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

2.6 CONCRETE MIXTURES

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

B. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.

C. Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 3000 psi (20.7 MPa) at 28 days.
2. Maximum Water-Cementitious Materials Ratio: 0.45.
3. Slump Limit: 5 inches maximum.
4. Air Content: Do not allow air content of troweled finished floors to exceed 3 percent.

2.7 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

A. Design, erect, shore, brace, and maintain formwork according to ACI 301 to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Chamfer exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.4 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

3.5 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

C. Cold-Weather Placement: Comply with ACI 306.1.

D. Hot-Weather Placement: Comply with ACI 301.

3.6 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, to be covered with a coating or covering material applied directly to concrete.

C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix one part portland cement and one part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.7 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch (6 mm) in 1 direction.

1. Apply scratch finish to surfaces to receive mortar setting beds for bonded cementitious floor finishes.

C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.

1. Apply float finish to surfaces to receive trowel finish.

D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

1. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
2. Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-foot- (3.05-m-) long straightedge resting on 2 high spots and placed anywhere on the surface does not exceed 1/8 inch (3.2 mm).

E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.

1. Comply with flatness and levelness tolerances for trowel finished floor surfaces.

F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

3.8 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

    a. After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after

initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.9 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.10 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

1. Testing Services: Tests shall be performed according to ACI 301.

2. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.

3. Slump: ASTM C 143, one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.

4. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231, pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.

5. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 degrees F (4 deg. C) and below; when 80 degrees F (27 deg. C) and above, and one test for each set of compressive-strength specimens.

6. Compression Test Specimen: ASTM C 31, one set of four standard cylinders for each compressive-strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.

7. Compressive-Strength Tests: ASTM C 39, one set for each day's pour exceeding 5 cubic yards plus additional sets for 50 cu. yd. more than the first 25 cu. yd. of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required.

B. When frequency of testing will provide fewer than five strength tests for a given class of concrete, conduct testing from at least five randomly selected batches or from each batch if fewer than five are used.

C. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.

D. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength and no individual strength test results falls below specified compressive strength by more than 500 psi.

E. Test Results will be reported in writing to Architect, Structural Engineer, ready-mix producer, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the Project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for each of the 7-day tests and 28-day tests.

F. Additional Tests: The testing agency will make additional tests of in-place concrete, as directed by Architect, when test results indicate specified concrete strengths and other characteristics have not been attained in the structure. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed by Architect.

END OF SECTION 033000

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Wood blocking, cants, and nailers.
2. Wood furring and grounds.
3. Wood sleepers.
4. Plywood backing panels.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.

1.3 INFORMATIONAL SUBMITTALS

A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

B. Evaluation Reports: For the following, from ICC-ES:

1. Wood-preservative-treated wood.
2. Fire-retardant-treated wood.
3. Engineered wood products.
4. Power-driven fasteners.
5. Powder-actuated fasteners.
6. Expansion anchors.
7. Metal framing anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

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. Provide dressed lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

C. Engineered Wood Products: Provide engineered wood products acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.

1. Allowable Design Stresses: Provide engineered wood products with allowable design stresses, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.2 FIRE-RETARDANT-TREATED MATERIALS

A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

B. Fire-Retardant-Treated Lumber and 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 beyond the centerline of the burners at any time during the test.

1. Exterior Type: Treated materials shall comply with requirements specified above 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.
2. Interior Type A: Treated materials shall have a 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.

C. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.

D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.

E. Application: Treat items indicated on Drawings, and the following:
1. Plywood backing panels.

2.3 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: DOC PS 1, Exterior, AC in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

1. Plywood shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

B. Plastic Wall Panel Backing Panels: Interior grade CD in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

2.4 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. Where rough 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.

B. Power-Driven Fasteners: NES NER-272.

C. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

B. Install fire-retardant treated plywood backing panels with classification marking of testing agency exposed to view.

C. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

D. Do not splice structural members between supports unless otherwise indicated.

E. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

F. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.

3.2 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 rough carpentry from weather. If, despite protection, rough carpentry becomes sufficiently wet that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 066400 - PLASTIC PANELING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes plastic sheet paneling.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For plastic paneling and trim accessories.

1.3 QUALITY ASSURANCE

A. Testing Agency: Acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 PLASTIC SHEET PANELING

A. Glass-Fiber-Reinforced Plastic Paneling: Gelcoat-finished, glass-fiber-reinforced plastic panels complying with ASTM D 5319.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Crane Composites, Inc.
b. Glasteel.
c. Marlite.
d. Newcourt, Inc.
e. Nudo Products, Inc.
f. Parkland Plastics, Inc.

2. Nominal Thickness: Not less than 0.12 inch.
3. Surface Finish: As selected by Architect from manufacturer's full range.
4. Color: As selected by Architect from manufacturer's full range.

2.2 ACCESSORIES

A. Trim Accessories: Manufacturer's standard one-piece vinyl extrusions designed to retain and cover edges of panels. Provide division bars, inside corners, outside corners, and caps as needed to conceal edges.

1. Color: As selected by Architect from manufacturer's full range.

B. Adhesive: As recommended by plastic paneling manufacturer and with a VOC content of 50g/L or less.

C. Sealant: Mildew-resistant, single-component, neutral-curing silicone sealant recommended by plastic paneling manufacturer and complying with requirements in Section 079200 "Joint Sealants."

1. Sealant shall have a VOC content of 250 g/L or less.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean substrates of substances that could impair adhesive bond, including oil, grease, dirt, and dust.

B. Condition panels by unpacking and placing in installation space before installation according to manufacturer's written recommendations.

C. Lay out paneling before installing. Locate panel joints so that trimmed panels at corners are not less than 12 inches (300 mm) wide.

3.2 INSTALLATION

A. Install plastic paneling according to manufacturer's written instructions.

B. Install panels in a full spread of adhesive.

C. Install trim accessories with adhesive. Do not fasten through panels.

D. Fill grooves in trim accessories with sealant before installing panels, and bed inside corner trim in a bead of sealant.

E. Maintain uniform space between panels and wall fixtures. Fill space with sealant.

F. Remove excess sealant and smears as paneling is installed. Clean with solvent recommended by sealant manufacturer and then wipe with clean dry cloths until no residue remains.

END OF SECTION 066400

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 072100 - THERMAL INSULATION

1.1 SUMMARY

A. Section Includes:
1. Polyisocyanurate foam-plastic board.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Product test reports.

B. Research reports.

PART 2 - PRODUCTS

2.1 POLYISOCYANURATE FOAM-PLASTIC BOARD

A. Polyisocyanurate Board, Foil Faced: ASTM C1289, foil faced, Type I, Class 1 or 2.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Atlas Roofing Corporation.
b. Carlisle Coatings & Waterproofing Inc.
c. Dow Chemical Company (The).
d. Firestone Building Products.
e. Johns Manville; a Berkshire Hathaway company.

2. Basis of design: Similar to Dow, Thermax Sheathing.
3. Insulation Thickness: Minimum 1inch producing an R-value of 6.5 or greater.
4. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.

2.2 ACCESSORIES

A. Insulation for Miscellaneous Voids:
1. Spray Polyurethane Foam Insulation: ASTM C1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E84.

B. Insulation Anchors, Spindles, and Standoffs: As recommended by manufacturer.

C. 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.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and applications.

B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.

C. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

D. 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.

END OF SECTION 072100

FORD FIELDS CONCESSION STAND
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SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Urethane joint sealants.
3. Latex joint sealants.
4. Acoustical joint sealants.

1.2 PRECONSTRUCTION TESTING

A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers four samples of materials that will contact or affect joint sealants. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.

B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates. 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.

1.3 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples: For each kind and color of joint sealant required.

C. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

D. Product test reports.

E. Preconstruction compatibility and adhesion test reports.

F. Preconstruction field-adhesion test reports.

G. Field-adhesion test reports.

H. Warranties.

1.4 WARRANTY

A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Minimum Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):

1. Architectural Sealants: 250 g/L.
2. Sealant Primers for Nonporous Substrates: 250 g/L.
3. Sealant Primers for Porous Substrates: 775 g/L.

B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.

C. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

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.

2.2 SILICONE JOINT SEALANTS

A. Mildew-Resistant Silicone Joint Sealant: ASTM C 920.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. BASF Building Systems.
   b. Dow Corning Corporation.
   c. GE Advanced Materials - Silicones.
   d. May National Associates, Inc.
   e. Pecora Corporation.
   f. Polymeric Systems, Inc.
   g. Schnee-Morehead, Inc.
   h. Sika Corporation; Construction Products Division.
   i. Tremco Incorporated.

2. Type: Single component (S).
3. Grade: Nonsag (NS).
4. Class: 100/50.
5. Uses Related to Exposure: Nontraffic (NT).

2.3 URETHANE JOINT SEALANTS

A. Urethane Joint Sealant: ASTM C 920.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. BASF Building Systems.
   b. Bostik, Inc.
   c. Lymtal, International, Inc.
   d. May National Associates, Inc.
   e. Pacific Polymers International, Inc.
   f. Pecora Corporation.
   g. Polymeric Systems, Inc.
   h. Schnee-Morehead, Inc.
   i. Sika Corporation; Construction Products Division.
   j. Tremco Incorporated.

2. Type: Single component (S) or multicomponent (M).
3. Grade: Pourable (P) or nonsag (NS).
4. Class: 100/50.
5. Uses Related to Exposure: Traffic (T).

2.4 LATEX JOINT SEALANTS

A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. BASF Building Systems.
    b. Bostik, Inc.
    c. May National Associates, Inc.
    d. Pecora Corporation.
    e. Schnee-Morehead, Inc.
    f. Tremco Incorporated.

2.5 ACOUSTICAL JOINT SEALANTS

A. Acoustical Joint Sealant: Manufacturer's standard 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. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Pecora Corporation.
    b. USG Corporation.

2.6 JOINT SEALANT BACKING

A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.7 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

FORD FIELDS CONCESSION STAND
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PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

1. Remove laitance and form-release agents from concrete.
2. 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.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior 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 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.

3.2 INSTALLATION

A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

B. 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.

C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they 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.

E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

F. Acoustical Sealant Installation: Comply with ASTM C 919 and with manufacturer's written recommendations.

G. Clean off 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.

3.3 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.

1. Joint Locations:
   a. Isolation and contraction joints in cast-in-place concrete slabs.
   b. Tile control and expansion joints.
   c. Joints between different materials listed above.
2. Joint Sealant: Urethane.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surface.

1. Joint Locations:
   a. Control and expansion joints in unit masonry.
   b. Joints between metal panels.
   c. Joints between different materials listed above.
   d. Perimeter joints between materials listed above and frames of doors, windows, and louvers.
   e. Control and expansion joints in ceilings and other overhead surfaces.
2. Joint Sealant: Urethane.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

C. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.

1. Joint Locations:

   a. Isolation joints in cast-in-place concrete slabs.

b. Control and expansion joints in tile flooring.

2. Joint Sealant: Urethane.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:

a. Control and expansion joints on exposed interior surfaces of exterior walls.
b. Perimeter joints of exterior openings.
c. Tile control and expansion joints.
d. Vertical joints on exposed surfaces of interior unit masonry, concrete, walls and partitions.
e. Perimeter joints between interior wall surfaces and frames of interior doors, windows and elevator entrances.

2. Joint Sealant: Latex.

3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

E. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Sealant Location:

a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
b. Tile control and expansion joints where indicated.

2. Joint Sealant: Silicone.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

F. Joint-Sealant Application: Interior acoustical joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Location:

a. Acoustical joints.

2. Joint Sealant: Acoustical.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range.

END OF SECTION 079200

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Standard hollow metal doors and frames to be supplied by metal building manufacturer.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Include elevations, door edge details, frame profiles, metal thicknesses, preparations for hardware, and other details.

C. Samples for Initial Selection: For units with factory-applied color finishes.

D. Samples for Verification: For each type of exposed finish required.

E. Schedule: Prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings.

1.3 QUALITY ASSURANCE

A. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at as close to neutral pressure as possible according to NFPA 252.

1. Temperature-Rise Limit: At vertical exit enclosures and exit passageways, provide doors that have a maximum transmitted temperature end point of not more than 450 deg F (250 deg C) above ambient after 30 minutes of standard fire-test exposure.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Metal Building manufacturer's standard.

2.2 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, CS, Type B; suitable for exposed applications.

B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, CS, Type B.

C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

D. Frame Anchors: ASTM A 591/A 591M, Commercial Steel (CS), 40Z (12G) coating designation; mill phosphatized.

1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.

E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.

F. Grout: ASTM C 476, except with a maximum slump of 4 inches (102 mm), as measured according to ASTM C 143/C 143M.

G. Mineral-Fiber Insulation: ASTM C 665, Type I.

H. Glazing: Division 08 Section "Glazing."

I. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil (0.4-mm) dry film thickness per coat.

2.3 STANDARD HOLLOW METAL DOORS

A. General: Comply with ANSI/SDI A250.8.

1. Design: Flush panel.
2. Core Construction: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, or vertical steel-stiffener core.
   a. Thermal-Rated (Insulated) Doors: R-value of not less than 12.3 deg F x h x sq. ft./Btu (2.166 K x sq. m/W) when tested according to ASTM C 1363.
3. Vertical Edges for Single-Acting Doors: Manufacturer's standard.
4. Top and Bottom Edges: Closed with flush or inverted 0.042-inch-thick, end closures or channels of same material as face sheets.
5. Tolerances: SDI 117, "Manufacturing Tolerances for Standard Steel Doors and Frames."

B. Exterior Doors: Face sheets fabricated from metallic-coated steel sheet. Comply with ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:

1. Level 2 and Physical Performance Level B (Heavy Duty), Model 1 (Full Flush).

   a. Width: 1-3/4 inches (44.5 mm).

   b. Fabricate of metallic-coated sheet.

C. Hardware Reinforcement: ANSI/SDI A250.6.

2.4 STANDARD HOLLOW METAL FRAMES

A. General: Comply with ANSI/SDI A250.8.

B. Exterior Frames: Fabricated from metallic-coated steel sheet.

1. Fabricate frames with mitered or coped corners.
2. Fabricate frames as full profile welded unless otherwise indicated.
3. Frames for Level 2 Steel Doors: 0.053-inch- (1.3-mm-) thick steel sheet.

C. Interior Frames: Fabricated from cold-rolled steel sheet.

1. Fabricate frames with mitered or coped corners.
2. Fabricate frames as full profile welded unless otherwise indicated.
3. Fabricate knocked-down, drywall slip-on frames for in-place gypsum board partitions.
4. Frames for Level 1 Steel Doors: 0.042-inch- (1.0-mm-) thick steel sheet.
5. Frames for Level 2 Steel Doors: 0.053-inch- (1.3-mm-) thick steel sheet.
6. Frames for Wood Doors: 0.053-inch- (1.3-mm-) thick steel sheet.
7. Frames for Borrowed Lights: 0.053-inch- (1.3-mm-) thick steel sheet.

D. Hardware Reinforcement: ANSI/SDI A250.6.

2.5 FRAME ANCHORS

A. Jamb Anchors:

1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch (1.0 mm) thick, with corrugated or perforated straps not less than 2 inches (50 mm) wide by 10 inches (250 mm) long; or wire anchors not less than 0.177 inch (4.5 mm) thick.

B. Floor Anchors: Formed from same material as frames, not less than 0.042 inch (1.0 mm) thick, and as follows:

1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.

2.6 STOPS AND MOLDINGS

A. Moldings for Glazed Lites in Doors: Minimum 0.032 inch (0.8 mm) thick, same material as door face sheet.

B. Fixed Frame Moldings: Formed integral with hollow metal frames, a minimum of 5/8 inch (16 mm) high unless otherwise indicated.

C. Loose Stops for Glazed Lites in Frames: Minimum 0.032 inch (0.8 mm) thick, same material as frames.

D. Terminated Stops: Where indicated, terminate stops 6 inches (152 mm) above finish floor with a 45-degree angle cut, and close open end of stop with steel sheet closure. Cover opening in extension of frame with welded-steel filler plate, with welds ground smooth and flush with frame.

2.7 ACCESSORIES

A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.

B. Grout Guards: Formed from same material as frames, not less than 0.016 inch (0.4 mm) thick.

2.8 FABRICATION

A. Tolerances: Fabricate hollow metal work to tolerances indicated in SDI 117.

B. Hollow Metal Doors:

1. Exterior Doors: Provide weep-hole openings in bottom of exterior doors. Seal joints in top edges of doors against water penetration.
2. Glazed Lites: Factory cut openings in doors.
3. Astragals: Provide overlapping astragal on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated.

C. Hollow Metal Frames: Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.

1. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.

2. Sidelight and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
3. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
4. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
5. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.
6. Jamb Anchors: Provide number and spacing of anchors as follows:

    a. Stud-Wall Type: Locate anchors not more than 18 inches (457 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c. and as follows:

        1) Three anchors per jamb up to 60 inches (1524 mm) high.
        2) Four anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
        3) Five anchors per jamb from 90 to 96 inches (2286 to 2438 mm) high.
        4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches (610 mm) or fraction thereof above 96 inches (2438 mm) high.
        5) Two anchors per head for frames more than 42 inches (1066 mm) wide and mounted in metal-stud partitions.

    b. Compression Type: Not less than two anchors in each jamb.
    c. Postinstalled Expansion Type: Locate anchors not more than 6 inches (152 mm) from top and bottom of frame. Space anchors not more than 26 inches (660 mm) o.c.

7. Door Silencers: Except on weather-stripped doors, drill stops to receive door silencers.

    a. Single-Door Frames: Three door silencers.
    b. Double-Door Frames: Two door silencers.

D. Hardware Preparation: Factory prepare hollow metal work to receive templated mortised hardware according to the Door Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware."

1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
2. Reinforce doors and frames to receive nontemplated, mortised and surface-mounted door hardware.
3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.
4. Coordinate locations of conduit and wiring boxes for electrical connections with Division 26 electrical Sections.

E. Stops and Moldings: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted or mitered hairline joints.

1. Single Glazed Lites: Provide fixed stops and moldings welded on secure side of hollow metal work.
2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames.
4. Provide loose stops and moldings on inside of hollow metal work.
5. Coordinate rabbet width between fixed and removable stops with type of glazing and type of installation indicated.

2.9 STEEL FINISHES

A. Prime Finish: Apply manufacturer's standard primer immediately after cleaning and pretreating.

1. Shop Primer: ANSI/SDI A250.10.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Hollow Metal Frames: Comply with ANSI/SDI A250.11.

1. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.

    a. At fire-protection-rated openings, install frames according to NFPA 80.
    b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
    c. Install frames with removable glazing stops located on secure side of opening.
    d. Install door silencers in frames before grouting.
    e. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    f. Check plumbness, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
    g. Field apply bituminous coating to backs of frames that are filled with grout containing antifreezing agents.

2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.

    a. Floor anchors may be set with powder-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.

3. In-Place Concrete: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
4. In-Place Gypsum Board Partitions: Secure frames in place with postinstalled expansion anchors through floor anchors at each jamb. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
5. Installation Tolerances: Adjust hollow metal door frames for squareness, alignment, twist, and plumb to the following tolerances:

    a. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    b. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
    c. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
    d. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.

B. Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim as necessary.

1. Non-Fire-Rated Standard Steel Doors:

    a. Jambs and Head: 1/8 inch (3 mm) plus or minus 1/16 inch (1.6 mm).
    b. Between Edges of Pairs of Doors: 1/8 inch (3 mm) plus or minus 1/16 inch (1.6 mm).
    c. Between Bottom of Door and Top of Threshold: Maximum 3/8 inch (9.5 mm).
    d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch (19 mm).

2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.

C. Glazing: Comply with installation requirements in Division 08 Section "Glazing" and with hollow metal manufacturer's written instructions.

1. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches (230 mm) o.c. and not more than 2 inches (50 mm) o.c. from each corner.

3.2 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.

B. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

C. Metallic-Coated Surfaces: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

END OF SECTION 081113

FORD FIELDS CONCESSION STAND
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SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes non-load-bearing steel framing members for the following applications:

1. Interior framing systems (e.g., supports for partition walls, framed soffits, furring, etc.).
2. Interior suspension systems (e.g., supports for ceilings, suspended soffits, etc.).

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

B. Sound Transmission Characteristics: For STC-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

PART 2 - PRODUCTS

2.1 NON-LOAD-BEARING STEEL FRAMING, GENERAL

A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.

1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal, unless otherwise indicated.
2. Protective Coating: manufacturer's standard corrosion-resistant zinc coating, unless otherwise indicated.

2.2 SUSPENSION SYSTEM COMPONENTS

A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.0625-inch- (1.59-mm-) diameter wire, or double strand of 0.0475-inch- (1.21-mm-) diameter wire.

B. Hanger Attachments to Concrete:

1. Anchors: Fabricated from corrosion-resistant materials with holes or loops for attaching wire hangers and capable of sustaining, without failure, a load equal to 5 times that imposed by construction as determined by testing according to ASTM E 488 by an independent testing agency.

   a. Type: Post installed, chemical anchor or Post installed, expansion anchor.

2. Powder-Actuated Fasteners: Suitable for application indicated, fabricated from corrosion-resistant materials with clips or other devices for attaching hangers of type indicated, and capable of sustaining, without failure, a load equal to 10 times that imposed by construction as determined by testing according to ASTM E 1190 by an independent testing agency.

C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.162-inch (4.12-mm) diameter.

D. Flat Hangers: Steel sheet, 1 by 3/16 inch (25.4 by 4.76 mm) by length indicated.

E. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.0538 inch (1.37 mm) and minimum 1/2-inch- (12.7-mm-) wide flanges.

1. Depth: 1-1/2 inches (38 mm).

F. Furring Channels (Furring Members):

1. Cold-Rolled Channels: 0.0538-inch (1.37-mm) bare-steel thickness, with minimum 1/2-inch- (12.7-mm-) wide flanges, 3/4 inch (19.1 mm) deep.
2. Steel Studs: ASTM C 645.

   a. Minimum Base-Metal Thickness: 0.0312 inch (0.79 mm).
   b. Depth: 1-5/8 inches (41.3 mm).

3. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch (22.2 mm) deep.

   a. Minimum Base Metal Thickness: 0.0312 inch (0.79 mm).

4. Resilient Furring Channels: 1/2-inch- (12.7-mm-) deep members designed to reduce sound transmission.

   a. Configuration: Asymmetrical or hat shaped.

G. Grid Suspension System for Ceilings: ASTM C 645, direct-hung system composed of main beams and cross-furring members that interlock.

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
2. Products: Subject to compliance with requirements, provide one of the following:

   a. Armstrong World Industries, Inc.; Drywall Grid Systems.
   b. Chicago Metallic Corporation; Drywall Furring System.

c. USG Corporation; Drywall Suspension System.

2.3 STEEL FRAMING FOR FRAMED ASSEMBLIES

A. Steel Studs and Runners: ASTM C 645.

1. Minimum Base-Metal Thickness: As indicated on Drawings.

B. Slip-Type Head Joints: Where indicated, provide one of the following:

1. Single Long-Leg Runner System: ASTM C 645 top runner with 2-inch- (50.8-mm-) deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top runner and with continuous bridging located within 12 inches (305 mm) of the top of studs to provide lateral bracing.
2. Double-Runner System: ASTM C 645 top runners, inside runner with 2-inch- (50.8-mm-) deep flanges in thickness not less than indicated for studs and fastened to studs, and outer runner sized to friction fit inside runner.
3. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.

a. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
b. Products: Subject to compliance with requirements, provide one of the following:

1) Steel Network Inc. (The); VertiClip SLD Series.
2) Superior Metal Trim; Superior Flex Track System (SFT).

C. Firestop Track: As specified in Division 07 Section "Fire-Resistive Joint Systems."

D. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.

1. Minimum Base-Metal Thickness: 0.027 inch (0.7 mm).

E. Cold-Rolled Channel Bridging: 0.0538-inch (1.37-mm) bare-steel thickness, with minimum 1/2-inch- (12.7-mm-) wide flanges.

1. Depth: 1-1/2 inches (38.1 mm).
2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches (38.1 by 38.1 mm), 0.068-inch- (1.73-mm-) thick, galvanized steel.

F. Hat-Shaped, Rigid Furring Channels: ASTM C 645.

1. Minimum Base Metal Thickness: As indicated on Drawings.
2. Depth: 1-1/2 inches (38.1 mm).

G. Resilient Furring Channels: 1/2-inch- (12.7-mm-) deep, steel sheet members designed to reduce sound transmission.

1. Configuration: Asymmetrical or hat shaped.

H. Cold-Rolled Furring Channels: 0.0538-inch (1.37-mm) bare-steel thickness, with minimum 1/2-inch- (12.7-mm-) wide flanges.

1. Depth: As indicated on Drawings.
2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum bare-steel thickness of 0.0312 inch (0.79 mm).
3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.0625-inch- (1.59-mm-) diameter wire, or double strand of 0.0475-inch- (1.21-mm-) diameter wire.

I. Z-Shaped Furring: With slotted or non-slotted web, face flange of 1-1/4 inches (31.8 mm), wall attachment flange of 7/8 inch (22.2 mm), minimum bare-metal thickness of 0.0179 inch (0.45 mm), and depth required to fit insulation thickness indicated.

2.4 AUXILIARY MATERIALS

A. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

B. Isolation Strip at Exterior Walls: Provide one of the following:

1. Asphalt-Saturated Organic Felt: ASTM D 226, Type I (No. 15 asphalt felt), non-perforated.
2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch (3.2 mm) thick, in width to suit steel stud size.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Installation Standard: ASTM C 754.
1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.

3.2 INSTALLING SUSPENSION SYSTEMS

A. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.

B. Suspend hangers from building structure as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.

    a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.

2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.

    a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.

3. Do not attach hangers to steel roof deck.
4. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
5. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
6. Do not connect or suspend steel framing from ducts, pipes, or conduit.

C. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.

D. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.

E. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet (3 mm in 3.6 m) measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

3.3 INSTALLING FRAMED ASSEMBLIES

A. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.

B. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.

1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.

    a. Install two studs at each jamb, unless otherwise indicated.

b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch (12.7-mm) clearance from jamb stud to allow for installation of control joint in finished assembly.
c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.

3. Other Framed Openings: Frame openings other than door openings the same as required for door openings, unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.

a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.

C. Direct Furring:

1. Screw to wood framing.
2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.

D. Z-Furring Members:

1. Erect insulation (specified in Division 07 Section "Thermal Insulation") vertically and hold in place with Z-furring members spaced 24 inches (610 mm) o.c.
2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (600 mm) o.c.
3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches (300 mm) from corner and cut insulation to fit.

E. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch (3 mm) from the plane formed by faces of adjacent framing.

END OF SECTION 092216

FORD FIELDS CONCESSION STAND
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SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes acoustical panels and exposed suspension systems for ceilings.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Coordination Drawings: Drawn to scale and coordinating acoustical panel ceiling installation with hanger attachment to building structure and ceiling mounted items:

C. Samples: For each exposed finish.

D. Product test reports.

E. Research/evaluation reports.

F. Maintenance data.

1.3 QUALITY ASSURANCE

A. Acoustical Testing Agency Qualifications: An independent testing laboratory or an NVLAP-accredited laboratory.

PART 2 - PRODUCTS

2.1 ACOUSTICAL PANEL CEILINGS, GENERAL

A. Acoustical Panel Standard: Comply with ASTM E 1264.

B. Metal Suspension System Standard: Comply with ASTM C 635.

C. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

1. Anchors in Concrete: Expansion or Bonded anchors fabricated from corrosion-resistant materials, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing per ASTM E 488 or

ASTM E 1512 as applicable, conducted by a qualified testing and inspecting agency.

2. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing per ASTM E 1190, conducted by a qualified testing and inspecting agency.

D. Wire Hangers, Braces, and Ties: Zinc-coated carbon-steel wire; ASTM A 641/A 641M, Class 1 zinc coating, soft temper.

1. Size: Select wire diameter so its stress at 3 times hanger design load (ASTM C 635, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.106-inch- (2.69-mm-) diameter wire.

E. Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension system runners.

2.2 ACOUSTICAL PANELS FOR ACOUSTICAL PANEL CEILING

A. Products: Subject to compliance with requirements, provide the following:

1. Armstrong World Industries, Inc.; "Clean Room VL", unperforated square lay-in.

B. Classification: Provide panels complying with ASTM E 1264 for type and form as follows:

1. Type and Form: Type IV, Form 2, Pattern E, Fire Class A. Wet-formed mineral fiber, vinyl-faced membrane.

C. Color: White.

D. NRC: Not less than 0.50- 0.60, Type E-400 mounting per ASTM E 795.

E. Edge/Joint Detail: Square.

F. Thickness: 5/8 inch (15 mm).

G. Modular Size: 24 by 24 inches (610 by 610 mm).

2.3 METAL SUSPENSION SYSTEM FOR ACOUSTICAL PANEL CEILING

A. Products: Subject to compliance with requirements, provide the following:

1. Armstrong World Industries, Inc.; Prelude Plus XL, AL7200 Series, Non-rated.

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PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with ASTM C 636 and seismic design requirements indicated, per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."

B. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders.

C. Suspend ceiling hangers from building's structural members, plumb and free from contact with insulation or other objects within ceiling plenum. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, counters playing, or other equally effective means. Where width of ducts and other construction within ceiling plenum produces hanger spacing that interfere with location of hangers, use trapezes or equivalent devices. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.

1. Do not support ceilings directly from permanent metal forms or floor deck; anchor into concrete slabs.
2. Do not attach hangers to steel deck tabs.

D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels. Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3.2 mm in 3.6 m). Miter corners accurately and connect securely.

E. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

F. Install acoustical panels with undamaged edges and fit accurately into suspension system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.

END OF SECTION 095113

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Resilient base.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches (300 mm) long.

PART 2 - PRODUCTS

2.1 THERMOSET-RUBBER BASE

A. Roppe Corporation.

B. Product Standard: ASTM F 1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).

1. Style and Location:
   a. Style C, Butt to: Provide in areas indicated.

C. Thickness: 0.125 inch (3.2 mm).

D. Height: 6 inches.

E. Lengths: Cut lengths 48 inches (1219 mm) long or coils in manufacturer's standard length.

F. Outside Corners: Job formed or preformed.

G. Inside Corners: Job formed or preformed.

H. Colors: As selected by Architect from full range of industry colors.

2.2 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

B. Concrete Substrates for Resilient Stair Accessories: Prepare horizontal surfaces according to ASTM F 710.

1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9pH.
4. Moisture Testing: Proceed with installation only after substrates pass testing according to manufacturer's written recommendations, but not less stringent than the following:

    a. Perform anhydrous calcium chloride test according to ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) in 24 hours.
    b. Perform relative humidity test using in situ probes according to ASTM F 2170. Proceed with installation only after substrates have maximum 75 percent relative humidity level.

C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

D. Do not install resilient products until they are the same temperature as the space where they are to be installed.

E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.2 RESILIENT BASE INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient base.

B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.

D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

E. Do not stretch resilient base during installation.

F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.

G. Preformed Corners: Install preformed corners before installing straight pieces.

H. Job-Formed Corners:

1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.

    a. Form without producing discoloration (whitening) at bends.

2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.

    a. Miter or cope corners to minimize open joints.

3.3 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.

B. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes surface preparation and the application of paint systems on exterior substrates.

1. Concrete.
2. Clay masonry.
3. Concrete masonry units (CMU).
4. Steel.
5. Galvanized metal.
6. Aluminum (not anodized or otherwise coated)

1.2 DEFINITIONS

A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

D. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

E. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

F. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Samples: For each type of paint system and each color and gloss of topcoat.

C. Product List: For each product indicated. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

1.4 MAINTENANCE MATERIAL SUBMITTALS

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: 5 percent, but not less than 1 gal. of each material and color applied.

1.5 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles for the paint category indicated.

B. Acceptable Manufacturers:
1. ICI
2. Pittsburgh Paint
3. Sherwin Williams

2.2 PAINT, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

B. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.

D. Colors: As indicated in Finish Schedule.

2.3 BLOCK FILLERS

A. Block Filler, Latex, Interior/Exterior:

1. SW: Loxon Block Surfacer.

2.4 PRIMERS/SEALERS

A. Primer, Alkali Resistant, Water Based:[MPI #3.]

1. Sherwin Williams, Loxon Exterior Concrete and Masonry Primer, #A24W8300.

2.5 METAL PRIMERS

A. Primer, Alkyd, Anti-Corrosive for all Metal: [MPI #79]

1. Sherwin Williams, Water Based Rust Inhibited Primer, Pro Industrial Pro-Cryl Universal Metal Primer.

2.6 WOOD PRIMERS

A. Primer, Latex for Exterior Plywood:

1. Sherwin Williams, Exterior Latex Wood Primer, B42W8041

B. Primer, Oil for Exterior Wood:[MPI #7]
1. ICI: #2110-1200.
2. Pittburgh: Speedhide exterior oil based primer.
3. SW: A-100 Exterior oil wood primer, Y24W8020.

2.7 WATER-BASED PAINTS

A. Latex, Exterior Flat (Gloss Level 1):[MPI #10.]

1. ICI:#2416
2. Pittsburgh: Speedhide exterior semi-gloss latex, 6-900 Series.
3. SW: A-100 Exterior latex.

B. Latex, Exterior Semi-Gloss (Gloss Level 5):[MPI #11]
1. ICI:#2416
2. Pittsburgh: Speedhide exterior semi-gloss latex, 6-900 Series.
3. SW: A-100 Exterior latex.

C. Light Industrial Coating, Exterior, Water Based, Semi-Gloss (Gloss Level 5):[MPI #163.]

1. Sherwin Williams, DTM Acrylic

2.8 SOLVENT-BASED PAINTS

A. Alkyd, Exterior Gloss (Gloss Level 6) for metal handrails, doors and bollards:[MPI #9.]

1. Sherwin Williams, Pro Industrial Urethane Alkyd, #B54W151.

2.9 ALUMINUM PAINT

A. Aluminum Paint, 100% Acrylic D.T.M.: [MPI#1]
1. ICI: Devflex 4208 Series.
2. Pittsburgh: 90-Line Finish.
3. SW: Bondplex Waterbased Acrylic Aluminum, B71S200.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry (Clay and CMU): 12 percent.
3. Wood: 15 percent.
4. Portland Cement Plaster: 12 percent.
5. Gypsum Board: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.

B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."

B. 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.

3.4 CLEANING AND PROTECTION

A. 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.

B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 EXTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

1. Latex System:

a. Prime Coat: Latex, exterior, matching topcoat.
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior gloss (Gloss Level 6)[, MPI #119].

B. Concrete Substrates, Traffic Surfaces:

1. Alkyd Floor Enamel System:

a. Prime Coat: Floor enamel, alkyd, gloss (Gloss Level 6)[, MPI #27].
b. Intermediate Coat: Floor enamel, alkyd, gloss (Gloss Level 6)[, MPI #27].
c. Topcoat: Floor enamel, alkyd, gloss (Gloss Level 6)[, MPI #27].
d. Additive: Manufacturer's standard additive to increase skid resistance of painted surface.

2. Solvent-Based Clear Sealer System:

a. Prime Coat: Sealer, solvent based, for concrete floors[, MPI #104].
b. Intermediate Coat: Sealer, solvent based, for concrete floors[, MPI #104].
c. Topcoat: Sealer, solvent based, for concrete floors[, MPI #104].

C. CMU Substrates:

1. Latex over Alkali-Resistant Primer System:

a. Prime Coat: Primer, alkali resistant, water based[, MPI #3].
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior semi-gloss (Gloss Level 5)[, MPI #11].

D. Steel Substrates:

1. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, alkyd, anti-corrosive for metal[, MPI #79].
b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
c. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5)[, MPI #163].

2. Aluminum Paint System:

a. Prime Coat: Primer, alkyd, anti-corrosive for metal[, MPI #79].
b. Intermediate Coat: Aluminum paint[, MPI #1].
c. Topcoat: Aluminum paint[, MPI #1].

E. Galvanized-Metal Substrates:

1. Latex System:

2. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, galvanized, water based[, MPI #79].
b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
c. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5)[, MPI #163].

END OF SECTION 099113

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes surface preparation and the application of paint systems on the following interior substrates:

1. Concrete.
2. Clay masonry.
3. Concrete masonry units (CMU).
4. Steel.
5. Cast iron.
6. Galvanized metal.
7. Aluminum (not anodized or otherwise coated).
8. Wood.
9. Gypsum board

1.2 DEFINITIONS

A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Samples: For each type of paint system and in each color and gloss of topcoat.

C. Product List: For each product indicated. Include printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.4 MAINTENANCE MATERIAL SUBMITTALS

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: 5 percent, but not less than 1 gal. of each material and color applied.

1.5 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide product by one of the following:

1. Sherwin Williams
2. Pittsburgh Paint
3. ICI

2.2 PAINT, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

B. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 150 g/L.
3. Dry-Fog Coatings: 400 g/L.
4. Primers, Sealers, and Undercoaters: 200 g/L.
5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
7. Pretreatment Wash Primers: 420 g/L.
8. Floor Coatings: 100 g/L.
9. Shellacs, Clear: 730 g/L.
10. Shellacs, Pigmented: 550 g/L.

D. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

E. Colors: As indicated on Finish Schedule.

2.3 BLOCK FILLERS

A. Block Filler, Latex, Interior/Exterior:[MPI #4.]

1. Sherwin Williams Pro Mar Block Filler, B25W25.

2.4 PRIMERS/SEALERS

A. Primer Sealer, Latex, Interior:[MPI #50.]

1. Sherwin Williams Pro Mar 200 Latex Primer.

B. Primer, Alkali Resistant, Water Based:[MPI #3.]

1. Sherwin Williams Loxon Concrete & Masonry Primer, A24W8300.

C. Primer Sealer, Interior, Institutional Low Odor/VOC:[MPI #149.]

1. Sherwin Williams Pro Mar 200 Zero VOC Primer, B28W2600.

D. Primer, Latex, for Interior Wood:[MPI #39.]

1. Sherwin Williams Multi Purpose Latex Primer, B31W8020.

E. Primer Sealer, Alkyd, Interior:[MPI #45.]

1. Sherwin Williams Pro Block Alkyd Primer, B79W8810.

F. Primer, Bonding, Water Based:[MPI #17.]

1. Sherwin Williams Adhesion Primer, B51W8050.

2.5 METAL PRIMERS

A. Primer, Rust-Inhibitive, Water Based:[MPI #107.]

1. Sherwin Williams Pro Industrial Pro-Cryl Universal Primer, B66W310.

B. Primer, Alkyd, Anti-Corrosive, for Metal:[MPI #79.]

1. Sherwin Williams Kem Kromik Primer, B50NZ2.

C. Primer, Galvanized, Water Based:[MPI #107.]

1. Sherwin Williams Pro Industrial Pro-Cryl Universal Primer, B66W310.

D. Primer, Quick Dry, for Aluminum:[MPI #107.]

1. Sherwin Williams Pro Industrial Pro-Cryl Universal Primer, B66W310.

2.6 WATER-BASED PAINTS

A. Latex, Interior, Institutional Low Odor/VOC, Flat (Gloss Level 1):[MPI #143.]

1. Sherwin Williams Pro Mar 200 Zero VOC Latex Flat, B30W2600.

B. Latex, Interior, Institutional Low Odor/VOC, (Gloss Level 2):[MPI #144.]

1. Sherwin Williams Pro Mar 200 Zero VOC Latex Low Sheen, B24W2600.

C. Latex, Interior, Institutional Low Odor/VOC, (Gloss Level 3):[MPI #145.]

1. Sherwin Williams Pro Mar 200 Zero VOC Latex Eg-Shel, B20W2600.

D. Latex, Interior, Institutional Low Odor/VOC, Semi-Gloss (Gloss Level 5):[MPI #147.]

1. Sherwin Williams Pro Mar 200 Zero VOC Latex Semi-Gloss, B31W2600.

E. Latex, Interior, High Performance Architectural, (Gloss Level 2):[MPI #138.]

1. Sherwin Williams Pro Mar 200 Zero VOC Latex Gloss, B21W2251.

F. Latex, Interior, High Performance Architectural, Semi-Gloss (Gloss Level 5):[MPI #141.]

1. Sherwin Williams Pro Industrial Zero VOC Semi-Gloss, B66W600 Series.

G. Light Industrial Coating, Interior, Water Based (Gloss Level 3):[MPI #151.]

1. Sherwin Williams Pro Industrial Pre-Catalyzed Epoxy Eg-Shel, K45.

H. Light Industrial Coating, Interior, Water Based, Semi-Gloss (Gloss Level 5):[MPI #153.]

1. Sherwin Williams Pro Industrial Pre-Catalyzed Epoxy Semi-Gloss, K46.

I. Light Industrial Coating, Interior, Water Based, Gloss (Gloss Level 6):[MPI #154.]

1. Sherwin Williams Pro Industrial Zero VOC Gloss, B66W600 Series.

2.7 DRY FOG/FALL COATINGS

A. Dry Fall, Latex, Flat:[MPI #118.]

1. Sherwin Williams Waterborne Acrylic Dryfall, B42.

B. Dry Fall, Water Based, for Galvanized Steel, Flat (Gloss Level 1):[MPI #118.]

1. Sherwin Williams Waterborne Acrylic Dryfall, B42.

2.8 FLOOR COATINGS

A. Floor Epoxy (Water Based), Gloss (Gloss Level 6):[MPI #212.]

1. Sherwin Williams Armor Seal 8100 Water Based Epoxy.

2. Florock Polymer Flooring, Florock MVT & FloroThane MC/HT. www.florock.net

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry (Clay and CMU): 12 percent.
3. Wood: 15 percent.
4. Gypsum Board: 12 percent.
5. Plaster: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and 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.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."

B. 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.

3.4 CLEANING AND PROTECTION

A. 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.

B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

1. Latex System:

   a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
   b. Prime Coat: Latex, interior, matching topcoat.
   c. Intermediate Coat: Latex, interior, matching topcoat.
   d. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
   e. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
   f. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
   g. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
   h. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
   i. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Latex over Latex Aggregate System:

   a. Prime Coat: Textured coating, latex, flat[, MPI #42].
   b. Intermediate Coat: Latex, interior, matching topcoat.
   c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
   d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
   e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
   f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
   g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
   h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

3. Institutional Low-Odor/VOC Latex System:

   a. Prime Coat: Primer sealer, interior, institutional low odor/VOC[, MPI #149].
   b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
   c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
   d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
   e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
   f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

4. High-Performance Architectural Latex System:

   a. Prime Coat: Primer, alkali resistant, water based[, MPI #3].

b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].
d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[, MPI #139].
e. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
f. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

5. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, alkali resistant, water based[, MPI #3].
b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
c. Topcoat: Light industrial coating, interior, water based (Gloss Level 3)[, MPI #151].
d. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5)[, MPI #153].
e. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6)[, MPI #154].

6. Alkyd System:

a. Prime Coat: Primer, alkali resistant, water based[, MPI #3].
b. Intermediate Coat: Alkyd, interior, matching topcoat.
c. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
d. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
e. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
f. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

B. Concrete Substrates, Traffic Surfaces:

1. Water Based Epoxy Floor Enamel System:

a. Prime Coat: Floor enamel, alkyd, gloss (Gloss Level 6).
b. Topcoat: Floor enamel, alkyd, gloss (Gloss Level 6).
c. Embed in top coat: non-sip floor addative.

C. Clay-Masonry Substrates:

1. Latex System:

a. Prime Coat: Latex, interior, matching topcoat.
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].

h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Latex Aggregate System:

a. Prime Coat: Primer for textured coating, latex, flat[, as recommended in writing by topcoat manufacturer].
b. Intermediate Coat: Intermediate coat for textured coating, latex, flat[, as recommended in writing by topcoat manufacturer].
c. Topcoat: Textured coating, latex, flat[, MPI #42].

3. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer sealer, interior, institutional low odor/VOC[, MPI #149].
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

4. High-Performance Architectural Latex System:

a. Prime Coat: Primer, alkali resistant, water based[, MPI #3].
b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].
d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[, MPI #139].
e. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
f. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

5. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, alkali resistant, water based[, MPI #3].
b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
c. Topcoat: Light industrial coating, interior, water based (Gloss Level 3)[, MPI #151].
d. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5)[, MPI #153].
e. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6)[, MPI #154].

6. Alkyd System:

   a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
   b. Intermediate Coat: Alkyd, interior, matching topcoat.
   c. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
   d. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
   e. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
   f. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

D. CMU Substrates:

1. Latex System:

   a. Block Filler: Block filler, latex, interior/exterior[, MPI #4].
   b. Intermediate Coat: Latex, interior, matching topcoat.
   c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
   d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
   e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
   f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
   g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
   h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Institutional Low-Odor/VOC Latex System:

   a. Block Filler: Block filler, latex, interior/exterior[, MPI #4].
   b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
   c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
   d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
   e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
   f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

3. High-Performance Architectural Latex System:

   a. Block Filler: Block filler, latex, interior/exterior[, MPI #4].
   b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
   c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].
   d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[, MPI #139].
   e. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
   f. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

4. Water-Based Light Industrial Coating System:

    a. Block Filler: Block filler, latex, interior/exterior[, MPI #4].
    b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
    c. Topcoat: Light industrial coating, interior, water based (Gloss Level 3)[, MPI #151].
    d. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5)[, MPI #153].
    e. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6)[, MPI #154].

5. Alkyd System:

    a. Block Filler: Block filler, latex, interior/exterior[, MPI #4].
    b. Sealer Coat: Primer sealer, latex, interior[, MPI #50].
    c. Intermediate Coat: Alkyd, interior, matching topcoat.
    d. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
    e. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
    f. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
    g. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

E. Steel Substrates:

1. Latex over Alkyd Primer System:

    a. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79].
    b. Prime Coat: Primer, alkyd, quick dry, for metal[, MPI #76].
    c. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79] or primer, alkyd, quick dry, for metal[, MPI #76].
    d. Prime Coat: Shop primer specified in Section where substrate is specified.
    e. Intermediate Coat: Latex, interior, matching topcoat.
    f. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
    g. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
    h. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
    i. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
    j. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
    k. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Water-Based Dry-Fall System:

    a. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79].
    b. Prime Coat: Primer, alkyd, quick dry, for metal[, MPI #76].
    c. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79] or primer, alkyd, quick dry, for metal[, MPI #76].
    d. Prime Coat: Shop primer specified in Section where substrate is specified.
    e. Topcoat: Dry fall, latex, flat[, MPI #118].
    f. Topcoat: Dry fall, water based, for galvanized steel, flat (Gloss Level 1)[, MPI #133].

3. Institutional Low-Odor/VOC Latex System:

    a. Prime Coat: Primer, rust-inhibitive, water based[MPI #107].
    b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
    c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
    d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
    e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
    f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

4. High-Performance Architectural Latex System:

    a. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79].
    b. Prime Coat: Primer, alkyd, quick dry, for metal[, MPI #76].
    c. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79] or primer, alkyd, quick dry, for metal[, MPI #76].
    d. Prime Coat: Shop primer specified in Section where substrate is specified.
    e. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
    f. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].
    g. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[, MPI #139].
    h. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
    i. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

5. Water-Based Light Industrial Coating System:

    a. Prime Coat: Primer, rust-inhibitive, water based[MPI #107].
    b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
    c. Topcoat: Light industrial coating, interior, water based (Gloss Level 3)[, MPI #151].
    d. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5)[, MPI #153].
    e. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6)[, MPI #154].

6. Alkyd System:

    a. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79].
    b. Prime Coat: Primer, alkyd, quick dry, for metal[, MPI #76].
    c. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79] or primer, alkyd, quick dry, for metal[, MPI #76].
    d. Prime Coat: Shop primer specified in Section where substrate is specified.

e. Intermediate Coat: Alkyd, interior, matching topcoat.
f. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
g. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
h. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
i. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

7. Quick-Drying Enamel System:

a. Prime Coat: Primer, alkyd, quick dry, for metal[, MPI #76].
b. Intermediate Coat: Alkyd, quick dry, matching topcoat.
c. Topcoat: Alkyd, quick dry, semi-gloss (Gloss Level 5)[, MPI #81].
d. Topcoat: Alkyd, quick dry, gloss (Gloss Level 7)[, MPI #96].

8. Alkyd Dry-Fall System:

a. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79].
b. Prime Coat: Primer, alkyd, quick dry, for metal[, MPI #76].
c. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79] or primer, alkyd, quick dry, for metal[, MPI #76].
d. Prime Coat: Shop primer specified in Section where substrate is specified.
e. Topcoat: Dry fall, alkyd, flat[, MPI #55].

9. Aluminum Paint System:

a. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79].
b. Prime Coat: Primer, alkyd, quick dry, for metal[, MPI #76].
c. Prime Coat: Primer, alkyd, anti-corrosive, for metal[, MPI #79] or primer, alkyd, quick dry, for metal[, MPI #76].
d. Prime Coat: Shop primer specified in Section where substrate is specified.
e. Intermediate Coat: Aluminum paint[, MPI #1].
f. Topcoat: Aluminum paint[, MPI #1].

F. Galvanized-Metal Substrates:

1. Latex over Waterborne Primer System:

a. Prime Coat: Primer, galvanized, water based[, MPI #134].
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Water-Based Dry-Fall System:

a. Prime Coat: Dry fall, water based, for galvanized steel, flat (Gloss Level 1)[, MPI #133].

b. Topcoat: Dry fall, water based, for galvanized steel, flat (Gloss Level 1)[, MPI #133].

3. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer, galvanized, water based[, MPI #134].
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

4. High-Performance Architectural Latex System:

a. Prime Coat: Primer, galvanized, water based[, MPI #134].
b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].
d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[, MPI #139].
e. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
f. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

5. Water-Based Light Industrial Coating Over Waterborne Primer System:

a. Prime Coat: Primer, galvanized, water based[, MPI #134].
b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
c. Topcoat: Light industrial coating, interior, water based (Gloss Level 3)[, MPI #151].
d. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5)[, MPI #153].
e. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6)[, MPI #154].

6. Aluminum Paint System:

a. Prime Coat: Primer, galvanized metal, as recommended in writing by topcoat manufacturer for use on galvanized-metal substrates with topcoat indicated.
b. Intermediate Coat: Aluminum paint[, MPI #1].
c. Topcoat: Aluminum paint[, MPI #1].

G. Aluminum (Not Anodized or Otherwise Coated) Substrates:

1. Latex System:

a. Prime Coat: Primer, quick dry, for aluminum[, MPI #95].
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer, quick dry, for aluminum[, MPI #95].
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

3. High-Performance Architectural Latex System:

a. Prime Coat: Primer, quick dry, for aluminum[, MPI #95].
b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].
d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[, MPI #139].
e. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
f. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

4. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, quick dry, for aluminum[, MPI #95].
b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
c. Topcoat: Light industrial coating, interior, water based (Gloss Level 3)[, MPI #151].
d. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5)[, MPI #153].

e. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6)[, MPI #154].

5. Alkyd System:

a. Prime Coat: Primer, vinyl wash[, MPI #80].
b. Prime Coat: Primer, quick dry, for aluminum[, MPI #95].
c. Intermediate Coat: Alkyd, interior, matching topcoat.
d. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
e. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
f. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
g. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

6. Aluminum Paint System:

a. Prime Coat: Primer, vinyl wash[, MPI #80].
b. Intermediate Coat: Aluminum paint[, MPI #1].
c. Topcoat: Aluminum paint[, MPI #1].

H. Wood Substrates: Including wood trim, architectural woodwork, doors, windows, wood-based panel products, glued-laminated construction, exposed joists and exposed beams.

1. Latex System:

a. Prime Coat: Primer, latex, for interior wood[, MPI #39].
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Latex over Alkyd Primer System:

a. Prime Coat: Primer sealer, alkyd, interior[, MPI #45].
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

3. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer, latex, for interior wood[, MPI #39].

b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

4. High-Performance Architectural Latex System:

a. Prime Coat: Primer, latex, for interior wood[, MPI #39].
b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].
d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[. MPI #139].
e. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
f. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

5. Alkyd System:

a. Prime Coat: Primer sealer, alkyd, interior[, MPI #45].
b. Intermediate Coat: Alkyd, interior, matching topcoat.
c. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
d. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
e. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
f. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

I. Wood Substrates, Traffic Surfaces:

1. Latex Floor Paint System:

a. Prime Coat: Primer sealer, alkyd, interior[, MPI #45].
b. Intermediate Coat: Floor paint, latex, low gloss (maximum Gloss Level 3)[, MPI #60].
c. Topcoat: Floor paint, latex, low gloss (maximum Gloss Level 3)[, MPI #60].

2. Alkyd Floor Enamel System:

a. Prime Coat: Floor enamel, alkyd, gloss (Gloss Level 6)[, MPI #27].
b. Intermediate Coat: Floor enamel, alkyd, gloss (Gloss Level 6)[, MPI #27].
c. Topcoat: Floor enamel, alkyd, gloss (Gloss Level 6)[, MPI #27].

J. Fiberglass and Plastic Substrates:

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

1. Latex System:

    a. Prime Coat: Primer, bonding, water based[, MPI #17].
    b. Prime Coat: Primer, bonding, solvent based[, MPI #69].
    c. Intermediate Coat: Latex, interior, matching topcoat.
    d. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
    e. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
    f. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
    g. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
    h. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
    i. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Institutional Low-Odor/VOC Latex System:

    a. Prime Coat: Primer, bonding, water based[, MPI #17].
    b. Prime Coat: Primer, bonding, solvent based[, MPI #69].
    c. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
    d. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
    e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
    f. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
    g. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

3. High-Performance Architectural Latex System:

    a. Prime Coat: Primer, bonding, water based[, MPI #17].
    b. Prime Coat: Primer, bonding, solvent based[, MPI #69].
    c. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
    d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].
    e. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[, MPI #139].
    f. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
    g. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

4. Water-Based Light Industrial Coating System:

    a. Prime Coat: Primer, bonding, water based[, MPI #17].
    b. Prime Coat: Primer, bonding, solvent based[, MPI #69].
    c. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
    d. Topcoat: Light industrial coating, interior, water based (Gloss Level 3)[, MPI #151].

e. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5)[, MPI #153].
f. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6)[, MPI #154].

5. Alkyd System:

a. Prime Coat: Primer, bonding, water based[, MPI #17].
b. Prime Coat: Primer, bonding, solvent based[, MPI #69].
c. Intermediate Coat: Alkyd, interior, matching topcoat.
d. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
e. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
f. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
g. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

K. Gypsum Board & Plaster Substrates:

1. Latex System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Prime Coat: Latex, interior, matching topcoat.
c. Intermediate Coat: Latex, interior, matching topcoat.
d. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
e. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
f. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
g. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
h. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
i. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer sealer, interior, institutional low odor/VOC[, MPI #149].
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

3. High-Performance Architectural Latex System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 2)[, MPI #138].

d. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3)[, MPI #139].
e. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4)[, MPI #140].
f. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5)[, MPI #141].

4. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
c. Topcoat: Light industrial coating, interior, water based (Gloss Level 3)[, MPI #151].
d. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5)[, MPI #153].
e. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6)[, MPI #154].

5. Alkyd over Latex Primer System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Intermediate Coat: Alkyd, interior, matching topcoat.
c. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
d. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
e. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
f. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

L. Spray-Textured Ceiling Substrates:

1. Latex (Flat) System: Spray applied.

a. Prime Coat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
b. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].

2. Latex System: Spray applied.

a. Prime Coat: Latex, interior, matching topcoat.
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

3. Latex over Alkyd Primer System:

a. Prime Coat: Primer sealer, alkyd, interior[, MPI #45].
b. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].

c. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
d. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
e. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
f. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
g. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

4. Alkyd (Flat) System:

a. Prime Coat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
b. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].

5. Alkyd System:

a. Prime Coat: Primer sealer, alkyd, interior[, MPI #45].
b. Intermediate Coat: Alkyd, interior, matching topcoat.
c. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
d. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
e. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
f. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

M. Cotton or Canvas and ASJ Insulation-Covering Substrates: Including pipe and duct coverings.

1. Latex System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, flat, (Gloss Level 1)[, MPI #53].
d. Topcoat: Latex, interior, (Gloss Level 2)[, MPI #44].
e. Topcoat: Latex, interior, (Gloss Level 3)[, MPI #52].
f. Topcoat: Latex, interior, (Gloss Level 4)[, MPI #43].
g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5)[, MPI #54].
h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees)[, MPI #114].

2. Institutional Low-Odor/VOC Latex System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1)[, MPI #143].
d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2)[, MPI #144].
e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3)[, MPI #145].
f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5)[, MPI #147].

3. Alkyd over Latex Primer System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Intermediate Coat: Alkyd, interior, matching topcoat.
c. Topcoat: Alkyd, interior, flat (Gloss Level 1)[, MPI #49].
d. Topcoat: Alkyd, interior, (Gloss Level 3)[, MPI #51].
e. Topcoat: Alkyd, interior, semi-gloss (Gloss Level 5)[, MPI #47].
f. Topcoat: Alkyd, interior, gloss (Gloss Level 6)[, MPI #48].

4. Aluminum Paint System:

a. Prime Coat: Primer sealer, latex, interior[, MPI #50].
b. Intermediate Coat: Aluminum paint[, MPI #1].
c. Topcoat: Aluminum paint[, MPI #1].

END OF SECTION 099123

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 104416 - FIRE EXTINGUISHERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes portable, hand-carried fire extinguishers and mounting brackets for fire extinguishers.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Operation and maintenance data.

C. Warranty: Sample of special warranty.

1.3 QUALITY ASSURANCE

A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."

B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.

C. Coordinate type and capacity of fire extinguishers with fire protection cabinets to ensure fit and function.

1.4 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fire extinguishers that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Failure of hydrostatic test according to NFPA 10.
b. Faulty operation of valves or release levers.

2. Warranty Period: Six years from date of Substantial Completion.

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

PART 2 - PRODUCTS

2.1 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

A. Fire Extinguishers: Type, size, and capacity for each fire protection cabinet and mounting bracket indicated.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following

a. Amerex Corporation.
b. Ansul Incorporated; Tyco International Ltd.
c. Badger Fire Protection; a Kidde company.
d. Buckeye Fire Equipment Company.
e. Fire End & Croker Corporation.
f. J. L. Industries, Inc.; a division of Activar Construction Products Group.
g. Kidde Residential and Commercial Division; Subsidiary of Kidde plc.
h. Larsen's Manufacturing Company.
i. Moon-American.
j. Pem All Fire Extinguisher Corp.; a division of PEM Systems, Inc.
k. Potter Roemer LLC.
l. Pyro-Chem; Tyco Safety Products.

2. Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B.

B. Multipurpose Dry-Chemical Type : UL-rated 2-A:10:B:C 10-lb. nominal capacity, with monoammonium phosphate-based dry chemical in manufacturer's standard enameled container.

2.2 MOUNTING BRACKETS

A. Mounting Brackets: Manufacturer's standard steel, designed to secure fire extinguisher to wall or structure, of sizes required for types and capacities of fire extinguishers indicated, with plated or red baked-enamel finish.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Amerex Corporation.
b. Ansul Incorporated; Tyco International Ltd.
c. Badger Fire Protection; a Kidde company.
d. Buckeye Fire Equipment Company.
e. Fire End & Croker Corporation.
f. J. L. Industries, Inc.; a division of Activar Construction Products Group.
g. Larsen's Manufacturing Company.
h. Potter Roemer LLC.

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

PART 3 - EXECUTION

3.1 INSTALLATION

A. Examine fire extinguishers for proper charging and tagging.

1. Remove and replace damaged, defective, or undercharged fire extinguishers.

B. Install fire extinguishers and mounting brackets in locations indicated and in compliance with requirements of authorities having jurisdiction.

1. Mounting Brackets: In cabinets.

C. Mounting Brackets: Fasten mounting brackets to surfaces, square and plumb, at locations indicated.

END OF SECTION 104416

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 133419 - METAL BUILDING SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Structural-steel framing.
2. Metal roof panels.
3. Metal wall panels.
4. Metal soffit panels.
5. Thermal insulation.
6. Personnel doors and frames.
7. Accessories.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of metal building system component.

B. Shop Drawings: Indicate components by others. Include full building plan, elevations, sections, details and attachments to other work.

C. Samples: For units with factory-applied finishes.

D. Delegated-Design Submittal: For metal building systems.

1. Include analysis data indicating compliance with performance requirements and design data signed and sealed by the qualified professional engineer responsible for their preparation.

1.3 INFORMATIONAL SUBMITTALS

A. Welding certificates.

B. Letter of Design Certification: Signed and sealed by a qualified professional engineer. Include the following:

1. Name and location of Project.
2. Order number.
3. Name of manufacturer.
4. Name of Contractor.
5. Building dimensions including width, length, height, and roof slope.
6. Indicate compliance with AISC standards for hot-rolled steel and AISI standards for cold-rolled steel, including edition dates of each standard.
7. Governing building code and year of edition.

8. Design Loads: Include dead load, roof live load, collateral loads, roof snow load, deflection, wind loads/speeds and exposure, seismic design category or effective peak velocity-related acceleration/peak acceleration, and auxiliary loads (cranes).
9. Load Combinations: Indicate that loads were applied acting simultaneously with concentrated loads, according to governing building code.
10. Building-Use Category: Indicate category of building use and its effect on load importance factors.

C. Material test reports.

D. Source quality-control reports.

E. Field quality-control reports.

F. Sample warranties.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer.

1. Accreditation: Manufacturer's facility accredited according to the International Accreditation Service's AC472, "Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems."
2. Engineering Responsibility: Preparation of comprehensive engineering analysis and Shop Drawings by a professional engineer who is legally qualified to practice in jurisdiction where Project is located.

B. Erector Qualifications: An experienced erector who specializes in erecting and installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to manufacturer.

C. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.3, "Structural Welding Code - Sheet Steel."

1.6 WARRANTY

A. Special Warranty on Metal Panel Finishes: Manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Finish Warranty Period: **20** years from date of Substantial Completion.

B. Special Weathertightness Warranty for Standing-Seam Metal Roof Panels: Manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that leak or otherwise fail to remain weathertight within specified warranty period.

1. Warranty Period: **20** years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. ACI Building Systems, Inc.
2. Alliance Steel, Inc.
3. Mid-West Steel Building Company; an NCI company.
4. Mueller Building Systems.
5. Varco-Pruden Buildings; a division of BlueScope Buildings North America, Inc.
6. Whirlwind Building Systems.

2.2 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design metal building system.

B. Structural Performance: Metal building systems shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to procedures in MBMA's "Metal Building Systems Manual."

1. Design Loads: **As indicated on Drawings.**
2. Deflection and Drift Limits: Design metal building system assemblies to withstand serviceability design loads without exceeding deflections and drift limits recommended in AISC Steel Design Guide No. 3 "Serviceability Design Considerations for Steel Buildings."
3. Deflection and Drift Limits: No greater than the following:

    a. Purlins and Rafters: Vertical deflection of **1/240** of the span.
    b. Girts: Horizontal deflection of **1/240** of the span.
    c. Metal Roof Panels: Vertical deflection of **1/240** of the span.
    d. Metal Wall Panels: Horizontal deflection of **1/240** of the span.
    e. Design secondary-framing system to accommodate deflection of primary framing and construction tolerances, and to maintain clearances at openings.
    f. Lateral Drift: Maximum of **1/400** of the building height.

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental

effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change: **120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.**

D. Fire-Resistance Ratings: Where assemblies are indicated to have a fire-resistance rating, provide metal panel assemblies identical to those of assemblies tested for fire resistance per ASTM E119 or ASTM E108 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Indicate design designations from UL's "Fire Resistance Directory," FM Global's "Approval Guide," or from the listings of another qualified testing agency.

E. Structural Performance for Metal Roof **and Wall** Panels: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E1592:

1. Wind Loads: As indicated on Drawings.

F. Air Infiltration for Metal Roof Panels: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) when tested according to ASTM E1680 at the following test-pressure difference:

1. Test-Pressure Difference: **1.57 lbf/sq. ft. .**

G. Air Infiltration for Metal Wall Panels: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) when tested according to ASTM E283 at the following test-pressure difference:

1. Test-Pressure Difference: **1.57 lbf/sq. ft. .**

H. Water Penetration for Metal Roof Panels: No water penetration when tested according to ASTM E1646[**or ASTM E331**] at the following test-pressure difference:

1. Test-Pressure Difference: **2.86 lbf/sq. ft..**

I. Water Penetration for Metal Wall Panels: No water penetration when tested according to ASTM E331 at the following test-pressure difference:

1. Test-Pressure Difference: **2.86 lbf/sq. ft. .**

J. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.

1. Uplift Rating: **UL 90.**

K. Energy Performance: Provide roof panels according to one of the following when tested according to CRRC-1:

1. Three-year, aged, solar reflectance of not less than **0.55** and emissivity of not less than **0.75**.

L. Thermal Performance for Opaque Elements: Provide the following maximum U-factors and minimum R-values when tested according to ASTM C1363 or ASTM C518:

1. Roof:
   a. R-Value: R19 plus R11 Liner system.

2. Walls:
   a. R-Value: R13 plus R6.5 continuous insulation.

2.3 STRUCTURAL-STEEL FRAMING

A. Structural Steel: Comply with AISC 360, "Specification for Structural Steel Buildings."

B. Bolted Connections: Comply with RCSC's "Specification for Structural Joints Using High-Strength Bolts."

C. Cold-Formed Steel: Comply with AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members" for design requirements and allowable stresses.

D. Primary Framing: Manufacturer's standard primary-framing system, designed to withstand required loads and specified requirements. Primary framing includes transverse and lean-to frames; rafters and rake beams; sidewall, intermediate, end-wall, and corner columns; and wind bracing.

1. General: Provide frames with attachment plates, bearing plates, and splice members. Factory drill for field-bolted assembly. Provide frame span and spacing indicated.

   a. Slight variations in span and spacing may be acceptable if necessary to comply with manufacturer's standard, as approved by Architect.

2. Frame Configuration: **One-directional, sloped.**
3. Exterior Column: **Uniform depth.**
4. Rafter: **Tapered.**

E. End-Wall Framing: Manufacturer's standard primary end-wall framing fabricated for field-bolted assembly to comply with the following:

F. Secondary Framing: Manufacturer's standard secondary framing, including purlins, girts, eave struts, flange bracing, base members, gable angles, clips, headers, jambs, and other miscellaneous structural members. Unless otherwise indicated, fabricate framing from either cold-formed, structural-steel sheet or roll-formed, metallic-coated steel sheet, prepainted with coil coating, to comply with the following:

G. Anchor Rods: Headed anchor rods as indicated in Anchor Rod Plan for attachment of metal building to foundation.

2.4 METAL ROOF PANELS

A. Standing-Seam, **Vertical-Rib**, Metal Roof Panels: Formed with interlocking ribs at panel edges and **intermediate stiffening ribs symmetrically spaced** between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels and engaging opposite edge of adjacent panels.

1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, **0.024-inch** nominal uncoated steel thickness. Prepainted by the coil-coating process to comply with ASTM A755/A755M.

   a. Exterior Finish: **Two-coat fluoropolymer**.
   b. Color: **As selected by Architect from manufacturer's full range**.

2. Clips: **Two-piece floating** to accommodate thermal movement.
3. Joint Type: **Mechanically seamed**.
4. Panel Coverage: **24 inches.**
5. Panel Height: **2 inches .**

2.5 METAL WALL PANELS

A. Exposed-Fastener, Tapered-Rib, Metal Wall Panels: Formed with raised, trapezoidal major ribs and **intermediate stiffening ribs symmetrically spaced** between major ribs; designed to be installed by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps.

1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, **0.024-inch** nominal uncoated steel thickness. Prepainted by the coil-coating process to comply with ASTM A755/A755M.

   a. Exterior Finish: **Two-coat fluoropolymer**.
   b. Color: **As selected by Architect from manufacturer's full range**.

2. Major-Rib Spacing: **12 inches** o.c.
3. Panel Coverage: **36 inches .**
4. Panel Height: **1.5 inches.**

B. General: Provide factory-formed metal soffit panels designed to be installed by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners in side laps. Include accessories required for weathertight installation.

C. Metal Soffit Panels: Match profile and material of metal **roof** panels.

1. Finish: As selected by Architect from manufacturer's full range.

2.6 THERMAL INSULATION

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. Bay Insulation Systems; a division of Bay Industries.

B. Faced Metal Building Insulation: ASTM C991, Type II, glass-fiber-blanket insulation; 0.5-lb/cu. ft. (8-kg/cu. m) density; 2-inch- (51-mm-) wide, continuous, vapor-tight edge tabs; with a flame-spread index of 25 or less.

C. Retainer Strips: For securing insulation between supports, 0.025-inch (0.64-mm) nominal-thickness, formed, metallic-coated steel or PVC retainer clips colored to match insulation facing.

2.7 PERSONNEL DOORS AND FRAMES

A. Swinging Personnel Doors and Frames: Metal building system manufacturer's standard doors and frames; prepared and reinforced at strike and at hinges to receive factory- and field-applied hardware according to BHMA A156 Series.

1. Hardware:

a. Provide hardware for each door leaf, as follows:

1) Hinges: BHMA A156.1. Three **[plain]** **[antifriction]**-bearing, standard-weight, full-mortise, stainless-steel or bronze, template-type hinges; 4-1/2 by 4-1/2 inches (114 by 114 mm), with nonremovable pin.
2) Lockset: BHMA A156.2. **Key-in-lever cylindrical** type.
3) Exit Device: BHMA A156.3. Touch- or push-bar type.
4) Threshold: BHMA A156.21. Extruded aluminum.
5) Silencers: Pneumatic rubber; three silencers on strike jambs of single door frames and two silencers on heads of double door frames.
6) Closer: BHMA A156.4. Surface-applied, standard-duty hydraulic type.
7) Weather Stripping: Vinyl applied to head and jambs, with vinyl sweep at sill.

B. Finishes for Personnel Doors and Frames:

1. Prime Finish: Factory-apply manufacturer's standard primer immediately after cleaning and pretreating.

2.8 ACCESSORIES

A. General: Provide accessories as standard with metal building system manufacturer and as specified. Fabricate and finish accessories at the factory to greatest extent

possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.

1. Form exposed sheet metal accessories that are without excessive oil-canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.

B. Roof Panel Accessories: Provide components required for a complete metal roof panel assembly including copings, fasciae, corner units, ridge closures, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.

C. Wall Panel Accessories: Provide components required for a complete metal wall panel assembly including copings, fasciae, mullions, sills, corner units, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal wall panels unless otherwise indicated.

D. Flashing and Trim: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch (0.46-mm) nominal uncoated steel thickness, prepainted with coil coating; finished to match adjacent metal panels.

E. Gutters: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch (0.46-mm) nominal uncoated steel thickness, prepainted with coil coating; finished to match roof fascia and rake trim. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch- (2438-mm-) long sections, sized according to SMACNA's "Architectural Sheet Metal Manual."

1. Gutter Supports: Fabricated from same material and finish as gutters.
2. Strainers: Bronze, copper, or aluminum wire ball type at outlets.

F. Downspouts: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch (0.46-mm) nominal uncoated steel thickness, prepainted with coil coating; finished to match metal wall panels. Fabricate in minimum 10-foot- (3-m-) long sections, complete with formed elbows and offsets.

1. Mounting Straps: Fabricated from same material and finish as gutters.

G. Roof Curbs: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.048-inch (1.21-mm) nominal uncoated steel thickness prepainted with coil coating; finished to match metal roof panels; with welded top box and bottom skirt, and integral full-length cricket; capable of withstanding loads of size and height indicated.

H. Pipe Flashing: Premolded, EPDM pipe collar with flexible aluminum ring bonded to base.

2.9 FABRICATION

A. General: Design components and field connections required for erection to permit easy assembly.

1. Mark each piece and part of the assembly to correspond with previously prepared erection drawings, diagrams, and instruction manuals.
2. Fabricate structural framing to produce clean, smooth cuts and bends. Punch holes of proper size, shape, and location. Members shall be free of cracks, tears, and ruptures.

B. Tolerances: Comply with MBMA's "Metal Building Systems Manual" for fabrication and erection tolerances.

C. Primary Framing: Shop fabricate framing components to indicated size and section, with baseplates, bearing plates, stiffeners, and other items required for erection welded into place. Cut, form, punch, drill, and weld framing for bolted field assembly.

D. Secondary Framing: Shop fabricate framing components to indicated size and section by roll forming or break forming, with baseplates, bearing plates, stiffeners, and other plates required for erection welded into place. Cut, form, punch, drill, and weld secondary framing for bolted field connections to primary framing.

E. Metal Panels: Fabricate and finish metal panels at the factory to greatest extent possible, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.

1. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of metal panel.

2.10 SOURCE QUALITY CONTROL

A. Special Inspection: Owner will engage a qualified special inspector to perform source quality control inspections and to submit reports.

1. Accredited Manufacturers: Special inspections will not be required if fabrication is performed by an IAS AC472-accredited manufacturer approved by authorities having jurisdiction to perform such Work without special inspection.

B. Product will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 ERECTION OF STRUCTURAL FRAMING

A. Erect metal building system according to manufacturer's written instructions and drawings.

B. Do not field cut, drill, or alter structural members without written approval from metal building system manufacturer's professional engineer.

C. Set structural framing accurately in locations and to elevations indicated, according to AISC specifications referenced in this Section. Maintain structural stability of frame during erection.

D. Base and Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.

1. Set plates for structural members on wedges, shims, or setting nuts as required.
2. Tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
3. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.

E. Align and adjust structural framing before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with framing. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

1. Level and plumb individual members of structure.
2. Make allowances for difference between temperature at time of erection and mean temperature when structure will be completed and in service.

F. Primary Framing and End Walls: Erect framing level, plumb, rigid, secure, and true to line. Level baseplates to a true even plane with full bearing to supporting structures, set with double-nutted anchor bolts. Use grout to obtain uniform bearing and to maintain a level base-line elevation. Moist-cure grout for not less than seven days after placement.

1. Make field connections using high-strength bolts installed according to RCSC's "Specification for Structural Joints Using High-Strength Bolts" for bolt type and joint type specified.

    a. Joint Type: Snug tightened or pretensioned as required by manufacturer.

G. Secondary Framing: Erect framing level, plumb, rigid, secure, and true to line. Field bolt secondary framing to clips attached to primary framing.

1. Provide rake or gable purlins with tight-fitting closure channels and fasciae.
2. Locate and space wall girts to suit openings such as doors and windows.
3. Provide supplemental framing at entire perimeter of openings, including doors, windows, ventilators, and other penetrations of roof and walls.

H. Steel Joists: Install joists and accessories plumb, square, and true to line; securely fasten to supporting construction according to SJI's "Standard Specifications and Load Tables for Steel Joists and Joist Girders," joist manufacturer's written instructions, and requirements in this Section.

1. Before installation, splice joists delivered to Project site in more than one piece.

2. Space, adjust, and align joists accurately in location before permanently fastening.
3. Install temporary bracing and erection bridging, connections, and anchors to ensure that joists are stabilized during construction.
4. Joist Installation: Bolt joists to supporting steel framework using carbon-steel bolts unless otherwise indicated.
5. Joist Installation: Bolt joists to supporting steel framework using high-strength structural bolts unless otherwise indicated. Comply with RCSC's "Specification for Structural Joints Using High-Strength Bolts" for high-strength structural bolt installation and tightening requirements.
6. Joist Installation: Weld joist seats to supporting steel framework.
7. Install and connect bridging concurrently with joist erection, before construction loads are applied. Anchor ends of bridging lines at top and bottom chords if terminating at walls or beams.

I. Bracing: Install bracing in roof and sidewalls where indicated on erection drawings.

1. Tighten rod and cable bracing to avoid sag.
2. Locate interior end-bay bracing only where indicated.

J. Framing for Openings: Provide shapes of proper design and size to reinforce openings and to carry loads and vibrations imposed, including equipment furnished under mechanical and electrical work. Securely attach to structural framing.

K. Erection Tolerances: Maintain erection tolerances of structural framing within AISC 303.

3.2 METAL PANEL INSTALLATION, GENERAL

A. General: Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Field cut metal panels as required for doors, windows, and other openings. Cut openings as small as possible, neatly to size required, and without damage to adjacent metal panel finishes.

    a. Field cutting of metal panels by torch is not permitted unless approved in writing by manufacturer.

2. Install metal panels perpendicular to structural supports unless otherwise indicated.
3. Flash and seal metal panels with weather closures at perimeter of openings and similar elements. Fasten with self-tapping screws.
4. Locate and space fastenings in uniform vertical and horizontal alignment.
5. Locate metal panel splices over structural supports with end laps in alignment.
6. Lap metal flashing over metal panels to allow moisture to run over and off the material.

B. Lap-Seam Metal Panels: Install screw fasteners using power tools with controlled torque adjusted to compress EPDM washers tightly without damage to washers, screw threads, or metal panels. Install screws in predrilled holes.

1. Arrange and nest side-lap joints so prevailing winds blow over, not into, lapped joints. Lap ribbed or fluted sheets one full rib corrugation. Apply metal panels and associated items for neat and weathertight enclosure. Avoid "panel creep" or application not true to line.

C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by metal roof panel manufacturer.

D. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal panel assemblies. Provide types of gaskets, fillers, and sealants indicated; or, if not indicated, provide types recommended by metal panel manufacturer.

1. Seal metal panel end laps with double beads of tape or sealant the full width of panel. Seal side joints where recommended by metal panel manufacturer.
2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

3.3 METAL ROOF PANEL INSTALLATION

A. General: Provide metal roof panels of full length from eave to ridge unless otherwise indicated or restricted by shipping limitations.

1. Install ridge caps as metal roof panel work proceeds.
2. Flash and seal metal roof panels with weather closures at eaves and rakes. Fasten with self-tapping screws.

B. Standing-Seam Metal Roof Panels: Fasten metal roof panels to supports with concealed clips at each standing-seam joint, at location and spacing and with fasteners recommended by manufacturer.

1. Install clips to supports with self-drilling or self-tapping fasteners.
2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
4. Seamed Joint: Crimp standing seams with manufacturer-approved motorized seamer tool so that clip, metal roof panel, and factory-applied sealant are completely engaged.
5. Rigidly fasten eave end of metal roof panels and allow ridge end free movement for thermal expansion and contraction. Predrill panels for fasteners.
6. Provide metal closures at **[peaks] [rake edges] [rake walls] [and]** each side of ridge**[and hip]** caps.

C. Metal Fascia Panels: Align bottom of metal panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws. Flash and seal metal panels with weather closures where fasciae meet soffits, along lower panel edges, and at perimeter of all openings.

3.4 METAL WALL PANEL INSTALLATION

A. General: Install metal wall panels in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to girts, extending full height of building, unless otherwise indicated. Anchor metal wall panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Unless otherwise indicated, begin metal panel installation at corners with center of rib lined up with line of framing.
2. Shim or otherwise plumb substrates receiving metal wall panels.
3. When two rows of metal panels are required, lap panels 4 inches (102 mm) minimum.
4. When building height requires two rows of metal panels at gable ends, align lap of gable panels over metal wall panels at eave height.
5. Rigidly fasten base end of metal wall panels and allow eave end free movement for thermal expansion and contraction. Predrill panels.
6. Flash and seal metal wall panels with weather closures at eaves and rakes, and at perimeter of all openings. Fasten with self-tapping screws.
7. Install screw fasteners in predrilled holes.
8. Install flashing and trim as metal wall panel work proceeds.
9. Apply elastomeric sealant continuously between metal base channel (sill angle) and concrete, and elsewhere as indicated on Drawings; if not indicated, as necessary for waterproofing.
10. Align bottom of metal wall panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws.
11. Provide weatherproof escutcheons for pipe and conduit penetrating exterior walls.

B. Metal Wall Panels: Install metal wall panels on exterior side of girts. Attach metal wall panels to supports with fasteners as recommended by manufacturer.

3.5 METAL SOFFIT PANEL INSTALLATION

A. Provide metal soffit panels the full width of soffits. Install panels perpendicular to support framing.

B. Flash and seal metal soffit panels with weather closures where panels meet walls and at perimeter of all openings.

3.6 THERMAL INSULATION INSTALLATION

A. General: Install insulation concurrently with metal panel installation, in thickness indicated to cover entire surface, according to manufacturer's written instructions.

1. Set vapor-retarder-faced units with vapor retarder toward warm side of construction unless otherwise indicated. Do not obstruct ventilation spaces except for firestopping.
2. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to the surrounding construction to ensure airtight installation.
3. Install factory-laminated, vapor-retarder-faced blankets straight and true in one-piece lengths, with both sets of facing tabs sealed, to provide a complete vapor retarder.
4. Install blankets straight and true in one-piece lengths. Install vapor retarder over insulation, with both sets of facing tabs sealed, to provide a complete vapor retarder.

B. Blanket Roof Insulation: Comply with the following installation method:

1. Over-Framing Installation: Extend insulation and vapor retarder over and perpendicular to top flange of secondary framing. Hold in place by metal roof panels fastened to secondary framing.
2. Between-Purlin Installation: Extend insulation and vapor retarder between purlins. Carry vapor-retarder-facing tabs up and over purlin, overlapping adjoining facing of next insulation course and maintaining continuity of retarder. Hold in place with bands and crossbands below insulation.
3. Over-Purlin-with-Spacer-Block Installation: Extend insulation and vapor retarder over and perpendicular to top flange of secondary framing. Install layer of filler insulation over first layer to fill space formed by metal roof panel standoffs. Hold in place by panels fastened to standoffs.

    a. Thermal Spacer Blocks: Where metal roof panels attach directly to purlins, install thermal spacer blocks.

4. Two-Layers-between-Purlin-with-Spacer-Block Installation: Extend insulation and vapor retarder between purlins. Carry vapor-retarder-facing tabs up and over purlin, overlapping adjoining facing of next insulation course and maintaining continuity of retarder. Install layer of filler insulation over first layer to fill space between purlins formed by thermal spacer blocks. Hold in place with bands and crossbands below insulation.

    a. Thermal Spacer Blocks: Where metal roof panels attach directly to purlins, install thermal spacer blocks.

5. Retainer Strips: Install retainer strips at each longitudinal insulation joint, straight and taut, nesting with secondary framing to hold insulation in place.

C. Blanket Wall Insulation: Extend insulation and vapor retarder over and perpendicular to top flange of secondary framing. Hold in place by metal wall panels fastened to secondary framing.

1. Retainer Strips: Install retainer strips at each longitudinal insulation joint, straight and taut, nesting with secondary framing to hold insulation in place.

3.7 DOOR AND FRAME INSTALLATION

A. General: Install doors and frames plumb, rigid, properly aligned, and securely fastened in place according to manufacturers' written instructions. Coordinate installation with wall flashings and other components. Seal perimeter of each door frame with elastomeric sealant used for metal wall panels.

B. Personnel Doors and Frames: Install doors and frames according to NAAMM-HMMA 840.

1. At fire-rated openings, install frames according to, and doors with clearances specified in, NFPA 80.

C. Field Glazing: Comply with installation requirements in Section 088000 "Glazing."

D. Door Hardware:

1. Install surface-mounted items after finishes have been completed at heights indicated in DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
2. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
3. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
4. Set thresholds for exterior doors in full bed of sealant complying with requirements for concealed mastics specified in Section 079200 "Joint Sealants."

3.8 ACCESSORY INSTALLATION

A. General: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal roof panel assembly, including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
2. Install components for a complete metal wall panel assembly, including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
3. Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturer.

B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

1. Install exposed flashing and trim that is without excessive oil-canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).

C. Gutters: Join sections with riveted-and-soldered or lapped-and-sealed joints. Attach gutters to eave with gutter hangers spaced as required for gutter size, but not more than 36 inches (914 mm) o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.

D. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1524 mm) o.c. in between.

1. Provide elbows at base of downspouts to direct water away from building.
2. Tie downspouts to underground drainage system indicated.

E. Roof Curbs: Install curbs at locations indicated on Drawings. Install flashing around bases where they meet metal roof panels.

F. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to panel as recommended by manufacturer.

3.9 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified special inspector to perform field quality control special inspections and to submit reports.

B. Product will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

END OF SECTION 133419

CERTIFICATION OF RESPONSIBILITY FOR

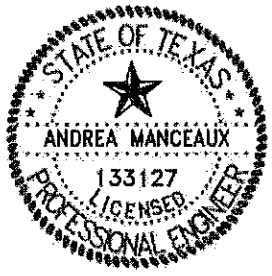
DOCUMENT PREPARATION

FORD PARK-FORD FIELDS CONCESSION STAND
RCE Project No.: 190007

MECHANICAL SPECIFICATIONS

THE FOLLOWING SPECIFICATION SECTIONS INCLUDED IN THIS PROJECT MANUAL WERE PREPARED BY OR UNDER THE RESPONSIBLE SUPERVISION OF THE COMPANY LISTED BELOW:

22 05 00	GENERAL PROVISIONS FOR PLUMBING
22 05 03	BASIC MATERIALS AND METHODS FOR PLUMBING
22 07 00	PLUMBING INSULATION
22 10 00	PLUMBING
22 11 00	WATER SUPPLY
22 13 00	WASTE WATER DISPOSAL
22 16 00	NATURAL GAS PIPING/DISTRIBUTION



3/15/19

Andrea Manceaux, P.E.
Ritter Consulting Engineers Ltd.

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 22 05 00 - GENERAL PROVISIONS FOR PLUMBING

PART 1 - GENERAL

1.1 DIVISION OF SPECIFICATIONS

A. For Bidder's convenience only, this Division of the Specifications is divided into the following parts:

22 05 00	GENERAL PROVISIONS FOR PLUMBING
22 05 03	BASIC MATERIALS AND METHODS FOR PLUMBING
22 07 00	PLUMBING INSULATION
22 10 00	PLUMBING
22 11 00	WATER SUPPLY
22 13 00	WASTE WATER DISPOSAL
22 16 00	GAS DISTRIBUTION

1.2 GENERAL CONDITIONS

A. The General Conditions of the Architectural Specifications along with supplementary conditions, special conditions, information to bidders, and any other pertinent information and documents shall apply the same as if repeated herein. The contractor shall review Architectural General Conditions. Where the requirements of Architectural General Conditions and these specs conflict for the contractor, the most stringent shall be applied.

B. Plumbing subcontractor shall be the sole source responsible party to furnish and install the plumbing system. Plumbing contractor shall be properly licensed to perform this work.

C. Wherever the word contractor is mentioned in Division 22 of these specifications, it is intended to mean the Plumbing Contractor as appropriate. These are sub contractors to the General Contractor who has the contract with the owner. It is the General contractor who bears the responsibility to fulfill this part of the project (Division 22 – Plumbing) under the contract with the owner. The General Contractor shall be responsible for all costs associated with any and all bidding errors and omissions of the sub-contractor.

1.3 SCOPE OF WORK

A. Furnish labor, materials and equipment necessary to provide and install the complete plumbing portion of this contract, as called for herein and on accompanying drawings. Parts of the plumbing division may be bid separately or in combination at the contractor's option; however, it shall be the responsibility of the General Contractor to assure himself that all items covered in the Plumbing Division have been included if he chooses to accept separate bids.

B. Contractor shall refer to the Architectural, Structural, Mechanical and Electrical drawings and install all equipment, piping, etc., to meet building and space requirements. **No equipment shall be bid on or submitted for approval if it will not fit in space provided or coordinated with other trades involved on the project.**

C. It is the intention of these Specifications that all plumbing systems shall be furnished complete with all necessary valves, controls, insulation, piping, devices, equipment, etc., necessary to provide a satisfactory installation in working order and in accordance with all Federal, State, and local codes and ordinances.

D. Contractor shall visit the site and acquaint himself thoroughly with all existing facilities and conditions which would affect his portion of the work. Failure to do so shall not relieve the contractor from the responsibility of installing his work to meet conditions.

E. Lack of coordination shall not be acceptable and shall not be a reason for poorly installed work or additional cost to this trade or others on the project. All associated extra cost shall be borne by the contractor. The General Contractor shall be responsible for all costs, time, and liquidated damages associated with lack of coordination or poor coordination.

1.4 LOCAL CONDITIONS

A. Location and elevation of all services is based on information obtained from the Owner. However, this shall serve as a general guide only and the contractor shall visit the site and verify the location and elevation of this service to his own satisfaction in order to determine the amount of work required for the execution of the contract.

B. Contractor shall contact the various utility companies, determine the extent of their requirements and cooperate with the utility company in reaching a finished product. Contractor shall pay charges by Utility Company for extensions, connections, meter fees, street patching, etc.

C. In case major changes are required, this fact, together with the reasons therefore, shall be submitted to the Architect, in writing, not less than 7 days before the date of bidding. Failure to comply with this requirement will make the contractor liable for any changes, additions and expenses necessary for the successful completion of the project.

1.5 CUTTING AND PATCHING

A. Initial cutting and patching shall be the responsibility of the General Contractor with the Plumbing Contractor responsible for laying out and marking any and all holes required for the reception of his work. No structural beams or joists shall be cut or thimbled without first receiving the approval of the Architect. After initial surfacing has been done, any further cutting, patching and painting shall be done at this contractor's expense.

B. Cutting and patching shall be done in such a manner that the surrounding work will be restored to its original condition.

C. The plumbing piping shall be run at proper slopes and without conflicts with other trades. It may be necessary to penetrate beams, grade beams, footings, and foundations. Install thimbles as required and as approved by the Structural Engineer and Architect.

1.6 CODES AND STANDARDS

A. The entire plumbing work shall comply with the rules and regulations of the City, County and State in which this project is being constructed including the State Fire Marshal and State Board of Health. All modifications required by these authorities shall be made without additional charge to the Owners. The Plumbing Contractor shall report these changes to the Architect and secure his approval before work is started.

B. In addition to the codes mentioned, all plumbing work and equipment shall conform to the applicable portions of the following Specifications, codes and regulations:

1. National Electric Code
2. National Fire Protection Association
3. American Society of Mechanical Engineers
4. Underwriters's Laboratories
5. American Gas Association
6. Energy Code for Commercial and High Rise Residential Buildings
7. International Energy Conservation Code
8. International Building Code
9. International Plumbing Code

C. Materials, equipment and accessories installed under this contract shall conform to all rules, codes, etc., as recommended by National Associations governing the manufacturer, rating and testing of such materials, equipment and accessories. Materials shall be new and of the best quality and first class in every respect. Whenever directed by the Architect, contractor shall submit a sample for approval before proceeding.

D. Where laws or local regulations provide that certain accessories such as gauges, thermometers, relief valves and parts be installed on equipment, it shall be understood that such equipment be furnished complete with the necessary accessories whether or not called for in these Specifications.

E. Unfired pressure vessels shall be built in accordance with the ASME Code and so stamped. Furnish shop certificates for each vessel.

F. Material and equipment furnished or installed as part of these construction documents shall be installed and operated in strict accordance with the respective manufacturer's guidelines for installation and operating instructions. The manufacturer's guidelines shall become part of the construction documents.

1.7 MINOR DEVIATIONS

A. Plans and detail sketches are submitted to limit, explain and define conditions, specified requirements, pipe sizes and manner of erecting work. Structural or other conditions may require certain modifications from the manner of installation shown and such deviations are permissible and shall be made as required, but, specified sizes and requirements necessary for satisfactory operation shall remain unchanged. It may be necessary to shift pipes or to change the shape of and these changes shall be made as required. All such changes shall be referred to the Architect/Engineer for approval before proceeding. Extra charges shall not be allowed for these changes.

B. No structural beams or joists (concrete or steel) shall be cut or thimbled without first receiving the approval of the Architect/Structural Engineer. After initial surfacing has been done, any further cutting, patching and painting shall be done at the Plumbing Contractor's own expense.

C. Contractor shall realize that the drawings could delve into every step, sequence or operation necessary for the completion of the project without drawing on the contractor's experience or ingenuity. However, only typical details are shown on the plans. In cases where the contractor is not certain about the method of installation of his work, he shall ask for details. Lack of details shall not be an excuse for improper installation. Submit installation shop drawings with manufacturer's details for review prior to installation.

D. In general, the drawings are diagrammatic and the contractor shall install his work in a manner so that interferences between the various trades are avoided. In cases where interferences do occur, the Architect/Engineer is to state which equipment, piping, etc., is to be relocated regardless of which item was first installed.

1.8 WORKMANSHIP

A. Workmanship shall be of highest grade, highest quality and all construction shall be done according to the best practice of the trade. Work shall be completed to satisfaction of the Architect/Engineer.

1.9 COORDINATION

A. Coordinate work of the different trades to avoid interferences between plumbing and all other work. All piping, ductwork, etc., shall be installed in lines as required to accomplish this end whether or not shown on the plans.

B. There will be a certain amount of work which must be coordinated with the Owner. This contractor shall coordinate required work with the Owner through the General Contractor using procedures acceptable to the Architect and Owner. The contractor shall maintain documentation of coordinated work.

C. This contractor shall coordinate and confirm that all equipment requiring electric service will be adequately and properly serviced by Electrical Contractor. Any conflicts shall be brought to the attention of the Architect/Engineer prior to ordering the equipment.

D. This contractor shall coordinate the space clearances required for the sprinkler system with the structure, ceilings, lights, ductwork, etc. In some cases, due to space limitations, it may be necessary to reroute piping to meet the conditions of the project. Any rerouting required shall be part of this project and done without any additional cost to the Owner. **DO NOT MAKE PIPING WITHOUT COORDINATION. Avoid conflicts with other trades.**

E. This contractor shall coordinate the installation of sewer lines with all parts of the structural foundation system and structural building systems. Provide sleeves through graded beams or concrete beams at all conflicts. All points of penetration of foundation shall be reviewed by the Architect/Engineer prior to rough-in. All sleeves shall be installed per the instructions and details of structural engineer.

F. All piping shall be run as high as possible with sleeves through concrete beams to avoid conflicts. This means the piping shall run in or through the structure unless approved otherwise by the Architect/Engineer.

1.10 REVIEW OF MATERIALS

A. Whenever manufacturers or trade names are mentioned in these plans or Specifications, the words "or approved equivalent" shall be assumed to follow whether or not so stated. Manufacturers or trade names are used to establish a standard of quality only and should not be construed to infer a preference. Equivalent products which meet the Architect's approval will be accepted; however, these requests for acceptance of products must be received by the Architect a minimum of 10 days prior to bid date. Submission shall include manufacturer's name, model number, rating table and construction features. Upon receipt and checking of this submittal, the Architect will issue an addendum listing items which are approved as equivalent to those specified. The contractor shall base his bid solely on those items specified or included in the "Prior Approval Addendum" as no other item will be acceptable. Prior approval of a particular piece of equipment does not mean automatic final acceptance and will not relieve the contractor of the responsibility of assuring himself that this equipment is in complete accord with plans and Specifications and will fit into the space provided. Submit shop drawings on all items of equipment for approval as hereinafter specified.

B. Should a substitution or variation occur, the better quality or greater quantity of material or work shall be furnished. This also does not preclude other manufacturers if they meet the following criteria:

1. Product proposed for substitution shall be equal or superior to that specified in construction, efficiency, utility and function.
2. Physical size of substitute brand shall not be greater than space provided for it.
3. Profile of substitution shall be same concerning size, shape, indentations, recesses, etc.
4. Complete illustrations, specifications and description of substitution shall be submitted for approval.
5. Availability and proximity of manufacturer's service representative shall be factors considered in substitution approval.

6. Substitution and/or variations shall be reviewed and allowed when there is no change in cost to the project and shall be made at the discretion of the Engineer.

1.11 SHOP DRAWINGS

A. The General Contractor shall submit all submittals within 30 days of the date of the contract between owner and contractor or the date of notice to proceed as issued by the Owner to the General Contractor. The submittals shall have been submitted to the General Contractor within 30 days after the construction contract has been signed. The General Contractor and his sub-contractors shall bear all responsibility for any extra costs or delays to late submittals of shop drawings.

B. Drawings shall be presented in a clear and thorough manner.

C. Details shall be identified by reference to sheet detail, schedule or room numbers shown on contract and drawings.

D. Drawings shall contain the following information:

1. Date.
2. Number of the drawing or revision.
3. Name of project or facility.
4. Name of contractor and subcontractor.
5. Clear identification of contents and location of work.

E. Preparation:

1. Clearly mark each copy to identify pertinent products or models.
2. Show performance characteristics and capacities.
3. Show dimensions and clearances required.
4. Show wiring or piping diagrams and controls.
5. Show weights and mounting data.
6. Provide letter documentation confirming that all coordination with other trades effected have been done. This is especially necessary with the electrical requirements and rough-in requirements.

F. Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the work.
2. Supplement standard information to provide information specifically applicable to the work.

G. Office samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integral related parts and attachment devices.
2. Full range of color, texture and pattern.

H. Equipment shop drawing shall be prepared by the contractor/supplier. These shop drawing shall include the manufacturer's performance data and installation manuals. In addition, the shop drawings shall show the installation specific to this project.

I. Assemble certificates, executed by each of the respective manufacturers, suppliers, and subcontractors.

J. All submittals shall be submitted prepaid and in ample time for review before installation.

K. Six (6) copies of each submittal shall be submitted to the Architect.

L. These shop drawings shall be supplied as part of this contractor's contract. Any drawings not approved shall be resubmitted until approved. **Submit all shop drawings at the same time. No separate items will be accepted.**

M. Time necessary for review of samples, certificates, test reports, and shop drawings is at least 30 calendar days after receipt of the item. All materials installed in the work shall match the reviewed submittals. After a submission has been reviewed, no substitutions will be permitted without written approval by the Architect.

N. The Architect's/Engineer's review of shop drawings shall not relieve the contractor from the responsibility of incorrectly figured dimensions or any other errors that may be contained in these drawings. The omission from the shop drawings or specifications, even though approved by the Architect, shall not relieve the contractor from furnishing and erecting same.

O. Any delays caused by contractor not submitting shop drawings within a timely manner shall be the problem of the responsible subcontractor and the General Contractor.

1.12 UTILITIES

A. Connect all utilities at the points indicated on the drawings and extend such utilities to the building and to equipment or facilities requiring same.

B. Contractor shall pay all service and connection charges required by utility companies and/or site conditions (offsets, conflict boxes, etc.).

C. Contractor shall include all costs required by utility companies to extend utilities to the site. It is the responsibility of the contractor to obtain these fees from the utility companies and include those costs in the bid.

1.13 REPAIRING ROADWAYS AND WALKS

A. Where this contractor cuts or breaks roadways or walks to lay the piping, he shall repair or replace these sections to meet the Architect's approval. Repair of public roadways and highways shall be done per the Federal, State or Local agencies having jurisdiction. Contractor shall obtain and pay for all permits.

1.14 EXCAVATION AND BACK FILL

A. Trench and excavation work shall include excavating, preparing of trenches, and backfilling as specified. Contractor shall install caution tape 12 inches above all piping, conduit, etc., as backfilling processes.

B. Trench and excavation work shall not include pavement breaking, cutting of holes through foundation walls and floors, removal of obstructions, relaying and/or repairing of floors, and repaving, which work shall be the responsibility of the General Contractor.

C. Contractor shall do all necessary trenching, excavation and backfilling for the proper installation of his work. Care shall be taken not to excavate below depth required, that trench beds are well rounded and that ground under pipe line is firm and secure before any pipe is laid. Trenches shall be excavated where bells of pipe occur in order to insure a pipe resting on the entire length of the bottom of the trench.

D. Unless otherwise noted, minimum cover over underground lines shall be 2-1/2 feet, except under streets and parking lots where minimum cover shall be 3 feet.

E. The width of the trench shall be sufficient to permit thorough compaction of the backfill under and around the pipe but not exceeding the external diameter of the pipe by more than 12 inches. Excavation for pipes shall be by hand and/or machine and as specified herein and shall confirm to the lines and elevations indicated on the plans.

F. The pipe shall be placed on a uniformly firm and compacted bed of sand, carefully shaped to support the pipe at the desired grade and so that any reaction will be distributed as nearly uniform as possible over a horizontal width of not less than six-tenths (6/10) of the outside diameter and all possibility of concentration of the reaction at or near the vertical diameter eliminated. The bed shall be shaped as to fit the lower part of the pipe exterior for at least 10 percent of its overall height.

G. The pipe shall be placed on a firm foundation. Any muck or other objectionable material found during excavation and preparation of the bed shall be removed and replaced with suitable bed material directed by the Architect.

H. All trenches and excavation shall be backfilled in a reasonable time after the pipes are installed unless otherwise directed by the Architect. Special care shall be taken in placing the backfill and extra care shall be used to obtain compaction under and along sides to the top of the pipe.

I. The backfill shall be placed in loose layers not exceeding 6 inches in depth under and around the pipe and not exceeding 8 inches over the pipe. Each layer shall be compacted to the compaction requirements as specified by the Architect.

J. Compaction shall be by hand and pneumatic tampers and the successive layers shall be added and compacted until the trench is completely filled and brought to elevation as directed. Back-filling shall be done in such a manner as to avoid injurious top or side pressures on the pipe.

K. Improper backfilling and compacting shall be cause to have the trench opened to expose the pipe for inspection then properly backfilled and compacted with fill material.

L. Where trenching is for piping, the bottom of the trench shall have minimum 95 percent compaction and shall be bedded with a minimum 12 inches compacted sand, crushed stone or shell on undisturbed soil (minimum 95 percent compaction).

1.15 MATERIALS

A. Work materials shall be new and the best of their respective kinds, and shall bear the label of NFPA, ASME Code, AGA, and UL where such standard has been established for the particular item of equipment used.

1.16 MATERIAL STORAGE

A. General: Provide space for storage of material and equipment at ground level. Roof surfaces shall not be used for storage of materials or equipment. Any storage within the building shall be approved by the Architect prior to use of the space.

B. Exterior: Pipe, fitting, or other materials stored outside of building shall be set on wood or steel racks or platforms inside storage container units. All necessary provisions shall be made to keep water and debris away from such stored material. Ends of pipes and valves shall be kept sealed until used.

C. Warehousing: Equipment subject to rusting shall be kept warehoused until just prior to setting. If necessary the warehouse shall have climate controlled conditions.

D. Offsite warehousing shall be approved by the Architect and Owner only.

E. Any warehousing used shall be approved by the Owner and an insurance certificate naming the Owner as insured shall be provided to the Owner.

1.17 GROUNDS AND CHASES

A. Contractor shall see that all required chases, sleeves, grounds, holes and accessories necessary for the installation of his work are properly built in as the work progresses; otherwise he shall bear the cost of providing them.

1.18 SPECIAL TOOLS

A. Special tools required for proper operation or maintenance of any equipment provided under this contract shall be delivered to the Owner at the completion of the project.

1.19 FILL AND CHARGES FOR EQUIPMENT

A. Fill and charge with materials or chemicals all devices or equipment as required to comply with the manufacturer's guarantee or as required for proper operation of the equipment.

B. This contractor shall flush systems as required per local and state jurisdictions and equipment/material manufacturer's guideline. (Chlorination, chemical treatment, etc.)

1.20 EQUIPMENT ACCESS

A. Large equipment to be installed in building, which is too large to permit access through doorways, shall be brought to the job by the contractor and placed before enclosing structure. Equipment shall be cribbed up from the floor by the contractor and covered where necessary or directed.

1.21 EQUIPMENT IDENTIFICATION

A. Stenciling: All items of major plumbing equipment (water heaters, pumps, starters, mixing valves, etc.) shall be neatly and clearly stenciled in letters not less than 1 inch high, with the same designation as appears on drawing. Location and color of such stenciling shall be appropriate for ready identification and/or as directed by the Architect. One set of compatible metal interlocking stencil letters and numbers shall be turned over to the Owner at the completion of the job. At contractor's option engraved plastic adhesive tags may be used. Tags used outdoors shall be listed for such use.

B. Pipe Coding: All piping, etc., both insulated and bare, shall be color coded with a general purpose pipe marker for interior locations and a 6 inch enamel painted ban for exterior locations, and stenciled as to service and characteristics on the 10 foot centers and/or as directed. Directional arrows not less than 1/2 inch wide and not less than 6 inches long shall be permanently stenciled on each line at each stencil location. Stenciling shall be located such that it is clearly visible from floor or adjacent service platform. Coding shall be as per schedule approved by Owner through submittal to Architect. At contractor's option, pre-manufactured vinyl pipe labels and directional arrows may be used but shall be banded on either end to secure to pipe.

C. Valve tags shall be installed on all valves controlling building zones, areas, or equipment. Valve tags shall be 2 inch diameter brass stenciled with valve number. A framed list of valves with associated numbers, sizes and locations shall be mounted in the building as directed by Architect.

1.22 TEMPORARY USE OF EQUIPMENT

A. The permanent equipment installation shall not be used for temporary purposes by the contractor for temporary conditioning of the building during construction.

B. Acceptable Use Without Specific Authorization: Temporary use shall not be construed to mean "bumping" of electric motors on equipment to verify rotation direction nor short time operation of systems for test purposes.

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1.23 CLEANING AND ADJUSTING

A. Upon completion of his work, the contractor shall clean and adjust all equipment, controls, valves, etc. Clean all piping, etc., and leave entire installation in good working order.

1.24 PAINTING

A. This contractor shall obtain the services of a painting sub-contractor as part of his contract with the General Contractor for all painting.

B. General: Except for standard factory finishes, all pipe, pipe covering, equipment, supports, hangers, etc., exposed inside and outside building or in equipment room shall be painted. This contractor shall prepare surface of material to receive first coat of paint. All subsequent coatings shall be prepared by Painting Subcontractor. Requirements covering paints, workmanship and preparation of surfaces as stated in Architectural Specifications shall govern. Color coding shall be approved by Architect (submit color samples). All submittals for review shall be through Architect.

C. Damage: Where standard equipment factory finishes have been damaged or scratched, the damaged area shall be repaired or replaced by the contractor to match the original finish.

D. Preparation: Thoroughly clean surfaces of all rust, scale, cement, and dirt from all equipment, piping or other work installed and leave ready for finish painting.

E. All exposed piping shall be painted. Paint with two (2) coats of paint. The color shall be industry standard color coding. Submit color code chart with sample color chips to Architect for review prior to starting work.

1.25 FIRESTOPPING

A. Penetrations through rated construction shall be sealed with a material capable of preventing the passage of flames and hot gases when tested in accordance with ASTM-EB14.

B. Notify Architect for inspection of all completed fire and/or smoke barrier walls before any construction is installed that may conceal the firestopping material installation.

C. Access to random selected areas may be required by the architect at the time of final inspection should notification not be given.

D. Provide detailed instructive cutsheets of fire penetration sealing system (firestopping) used to the architect at the time of inspection. Random selective sampling by the contractor will be observed by the architect and State Fire Marshal.

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1.26 NOISE VIBRATION

A. General: Take the utmost precautions in the installation of the equipment, piping, and duct systems to prevent noise and vibration transmission. Noise levels determined by octave band analysis with all components of the mechanical system operating and the building completely furnished shall not exceed NC-35 in operations and office areas, and shall not exceed NC-45 in equipment areas. Where equipment and installations do not meet these limits, the contractor must provided necessary attenuation to reduce net noise levels to the above requirements.

B. Isolation of equipment: Equipment that would tend to cause noise or vibration shall be isolated to prevent noise transmission to the building or to other equipment.

C. Equipment Connections: Piping, conduit, or other connections to equipment shall be isolated. The contractor shall be responsible for the prevention of noise and vibration transmission through these connections to equipment.

1.27 PERMITS, INSPECTIONS AND TESTS

A. Contractor shall obtain and pay for permits, fees, etc., for the installation, inspection, service connections, verifying location or construction of the work which are required by any authority and/or agencies having jurisdiction.

B. Contractor shall arrange and pay for inspections, examinations and tests required to obtain complete and final acceptance of all plumbing systems. Contractor shall deliver certificates of all such inspections to the Architect.

C. Contractor shall notify Architect and local governing authorities before any tests are made and tests are not to be drawn off a line covered or insulated until examined and approved by the authorities. In the event defects are found, these shall be corrected and the work shall be retested.

D. Prior to requesting final inspection by the Architect, the contractor shall have a complete coordination and adjustment meeting of all of his subcontractors directly responsible for the operation of any portion of the system. At the time of this meeting, each and every sequence of operation shall be checked to assure proper operation. Notify the Architect in writing 10 days prior to this meeting instructing him of the time, date and whom you are requesting be present. This project shall not be accepted until the above provisions are met to the satisfaction of the Architect.

1.28 TRAINING OF MAINTENANCE PERSONNEL

A. Contractor shall provide on the job training for Owner's personnel upon completion of the work including testing and adjustment. Minimum 20 hours of onsite training shall include maintenance checks, lubrication of components, adjustment of control set points, and troubleshooting techniques.

B. Contractor shall use factory start-up personnel to train the Owner's maintenance personnel.

1.29 OPERATION AND MAINTENANCE INSTRUCTIONS

A. Provide Owner with four (4) copies of printed instructions indicating various pieces of equipment by name and model number complete with parts lists and maintenance and repair instructions. This information shall be bound in plastic covered notebooks. Submit the manuals to the Architect for approval.

B. Include all warranty certificates or statements in a separate section of the manuals. Provide all materials and test certificates for the final inspections.

C. Provide three (3) sets of DVDs of the operation and maintenance manuals.

1.30 GUARANTEE

A. Contractor shall guarantee all materials, equipment and workmanship for a period of one year from the date of final acceptance of the project. This guarantee shall include furnishing of all labor and material necessary to make any repairs, adjustments or replacement of any equipment, parts, etc., necessary to restore the project to first class condition. This guarantee shall exclude only the changing or cleaning of filters.

B. If the contractor's office is in excess of a 50 mile radius of the project, he shall appoint a local qualified contractor to perform any emergency repairs or adjustments required during the guarantee period. The contractor appointed to provide emergency services shall be submitted to the Architect for his approval.

1.31 WARRANTIES

A. Assemble warranties executed by each of the respective manufacturers, suppliers, and subcontractors into a warranty book and prepare a table of contents.

B. Two (2) original signed copies of each warranty are required.

C. Provide complete information for each item including:

1. Product and work item.
2. Local supplying firm or manufacturer's dealer, with name of principal, address and telephone number.
3. Scope of warranty.
4. Date of beginning of warranty.
5. Duration of warranty.
6. Provide information for Owner:
   a. Proper procedure to evoke the warranty in case of failure.
   b. Instances which might affect the validity of the warranty.
   c. Contractor, name of responsible principal, address and telephone number.

d. All contractors and manufacturers equipment warranties shall start at the acceptance of the project by the Owner.
e. Provide owner with contact information for warranties which extend beyond one year.

1.32 RECORD DRAWINGS

A. Contractor shall maintain two (2) sets of drawings of the original construction documents to utilize as markup sets to record field modifications from original construction documents. Once approval has been gained from the Architect, the contractor shall record these variances on the two (2) sets in a neat and readable manner. Noted shall be sizes, locations, changes in directions, etc. with distances dimensioned from columns, walls, inverts, etc. The maintenance and cost of these documents shall be the responsibility of the contractor.

1.33 DEMOLITION

A. This contractor shall do all demolition as shown on the plans. The contractor shall make the areas ready for the new construction work. All demolition debris, piping, equipment, etc., shall be removed from the site by this contractor. All demolition work shall be scheduled through the General Contractor to prevent interruption of any existing services. Do not start any demolition which would interrupt the building operation without scheduling with the Owner (schedule through the General Contractor).

B. The Owner shall retain first salvage rights to anything within the demolition area. If the Owner selected an item to be retained, then this contractor shall remove it with care and deliver the item to the Owner designated location on site. Anything not retained by the Owner shall become the property of the contractor and be removed from the site.

1.34 MATERIALS CONTAINING HAZARDOUS SUBSTANCES OR COMPONENTS

A. This contractor shall not provide any material or component of equipment which contains asbestos, lead based paint or PCBs. The contractor shall provide certificates or manufacturer's statements/letters to show that the products and/or building materials do not contain asbestos, lead based paint or PCBs.

B. If any product or building material is found to contain asbestos, lead based paint or PCBs, the contractor shall bear all cost for removal, abatement, and disposal of materials in accordance with all state and federal regulations. The contractor shall install replacement materials to the satisfaction of the Architect at no additional cost to the project.

C. During the construction, if the contractor suspects that any material in the building contains or is a hazard material (asbestos, lead, PCB, mercury, etc.) work shall be stopped to prevent disturbance and the Owner shall be notified immediately.

END OF SECTION 22 05 00

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SECTION 22 05 03 - BASIC MATERIALS AND METHODS FOR PLUMBING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Type of piping for various systems shall be as specified herein.

B. All pipe shall be true and straight without sags or traps.

PART 2 - MATERIALS

2.1 SANITARY SEWER WASTE AND VENT LINES

A. All great waste piping (interior and exterior) shall be constructed of service weight bell and spigot cast iron pipe and fittings. Where space requirements do not allow the use of the above materials, government type DWV copper pipe shall be used. All cast iron pipes shall comply with Commercial Standards CS 188-59 coated with tar inside and out and marked with manufacturer's identification and proper weight classification. Joints shall be made with neoprene gaskets.

B. All sanitary sewer waste and vent lines **excluding grease waste piping** shall be Schedule 40 PVC pipe and fittings with solvent weld joints (solid core allowed only; foam or cell core not acceptable). Grease waste piping shall remain cast iron.

2.2 DOMESTIC WATER PIPE/WATER HEATER RELIEF PIPE/EQUIPMENT DRAIN PIPE/TRAP PRIMER

A. All domestic cold water lines/hot water lines within building, water heater relief lines and equipment drain piping shall be government type "L" hard copper water tube of standard weight and thickness, unless indicated otherwise. Use 95-5 "lead free" solder on all piping above slab. Use Silfos 1000 degrees Fahrenheit solder on all piping beneath slabs. "Press-Fit" or "Pro-Press" piping is not acceptable.

B. Site water piping (beyond 5 feet of building footprint) shall be Schedule 40 PVC pipe and fittings solvent weld joints (solid core allowed only; foam or cell core not acceptable).

2.3 PIPE FITTINGS

A. All pipe fittings shall be same as piping specified unless indicated otherwise.

B. Fittings for domestic water lines shall be solder type wrought copper, Nibco or equivalent.

2.4 PIPE SPECIALTIES

A. Dielectric unions shall be used between copper and iron pipe.

2.5 PIPE HANGERS AND SUPPORTS

A. This contractor shall furnish and install all foundations and supports required for his equipment unless indicated otherwise on the drawings.

B. This contractor shall furnish and install all escutcheons, inserts, thimbles, hangers, etc., required for the proper support and installation of his equipment and piping. Cooperate with other trades in locating and placing these items.

C. Provide sleeves for all pipes passing through walls, floors, beams, etc. Sleeves passing through structural members shall be of cast iron or Schedule 40 steel pipe unless other material is approved by the Structural Engineer. Sleeves passing through nonstructural walls or floors shall be of Schedule 10 galvanized iron. Joints between sleeves and pipes passing through floors shall be made watertight with plastic materials. Where pipes pass through floors shall be made watertight with plastic materials. Where pipes pass through waterproofing membrane, flashing sleeves shall be installed.

D. Provide malleable iron split ring hangers with rod supports throughout. Strap hangers or wire will not be accepted. Maximum spacing of hangers for cast iron pipes shall be 5 feet; for other than soil, use 10 feet.

E. Provide galvanized iron shields between hangers and pipe covering.

F. Provide chrome plated brass escutcheons wherever pipes pass through floors, walls or ceilings in exposed or finished areas.

G. All piping projecting from chases shall be rigidly supported in the wall or chase. Loosely supported piping or accessories will not be accepted.

2.6 VALVES AND UNIONS

A. Furnish and install all valves, unions, stops, connections, etc., shown on plans and necessary to make a complete system in working order. Provide valves on inlet and outlet of all equipment and fixtures and on branch lines to fixtures or groups of fixtures.

B. Valves and unions shall be as follows:

COPPER PIPE	2" AND LESS	MV	OVER 2"	MV
Gate Valve	Crane 1320	115	Crane 461	M-2882
Globe Valve	Crane 1310	1590T	Crane 359	F-2981
Unions	Crane 633		Crane Std. Gal.	
Check Valve	Crane 1303	1509	Crane 373	2974M

IRON PIPE	2" AND LESS	MV	OVER 2"	MV
Gate Valve	Crane 440	148	Crane 461	F2882-M
Globe Valve	Crane 7	590	Crane 359	F
Unions	Crane 633			
Check Valve	Crane 1303	1509	Crane 373	2974M

C. The following valves are considered equal to Crane Company:

CRANE	POWELL	NIBCO	HAMMOND	STOCKHAM	MV
7	150	T-235-Y	1B413T	B-22	590T
359	301	F-718-Y	1R126	G514	F2981
373	559	F918B	1R1124	G931	M2974
440	500	T113	1B640	B114	148
461	1787	F619	1R1138	G612	M-2882
1303	1825	S413(BWY)	1B943	B309	1509
1310	1823	S211(YW)	424	B14	1502
1320	1822	S113	1B647	B112	115

D. All valves, unions, etc., where pipe is chrome plated shall have similar finish. All exposed supplies to plumbing fixtures shall be chrome plated.

E. Ball valves shall be as manufactured by Milwaukee Valve (MV), Watts, Stockham, Powell, NIBCO, Neles-Jamesbury or Hammond.

	2" and Smaller	2-1/2 to 4"	Over 4"
Watts	Series B-6800	Series G-4000	Series G-4000
Neles-Jamesbury	Series 4000	Full Port Series	Full Port Series
Milwaukee Valve	BA-300	F-20CS	F-20CS

F. All valves over 2 inches shall be flanged type and full port type. All valves 2 inches and smaller shall be screw type, sweat type or flanged type as appropriate for type of pipe.

2.7 MOTORS STARTERS AND ELECTRICAL WORK

A. The Plumbing Contractor shall furnish to Electrical Contractor for installation, all motor starters, start-stop push buttons and pilot lights for each piece of motor driven equipment unless shown otherwise.

B. The Electrical Contractor shall install all motor starters, start-stop push buttons and pilot lights as furnished by the Plumbing Contractor. The Electrical Contractor shall do all power wiring required for the installation of all equipment including equipment interlocking power wiring, etc. All work shall be done in accordance with the National Electrical Code requirements and with wiring workmanship, etc., as called for in the Electrical Specifications. The Plumbing Contractor shall provide approved wiring diagrams of all equipment, controls, etc., to the Electrical Contractor for his installation. Coordinate all work to provide a complete system in working order. All wiring shall be plenum rated.

C. All electrical equipment shall have UL label or ETL label and shall meet the standards of the National Electrical Code and NEMA.

D. Plumbing contractor shall provide and install transformers and low voltage wiring (below 120-1-60) from transformer to equipment. Electrical contractor shall provide and install power wiring to transformers.

2.8 ACCESS PANELS

A. Furnish and install access panels where valves, dampers, etc., are concealed in walls, ceilings, floors or otherwise inaccessible. Panels shall be Milcor Babcock, Larsen, MIFAB, Acudor, Nystrom or equivalent. All access panels shall be minimum 18 inches X 18 inches hinged with flush latch and lock. The panels shall be constructed of minimum 18 gauge stainless steel. Frame flange shall be minimum 1-1/2 inches wide. Rated panels shall have U.L. rating for type wall or ceiling where located.

B. Access panels located in rated walls, floors, ceilings, shall be so rated and installed per manufacturer's recommendations to maintain rated integrity.

PART 3 - EXECUTION

3.1 SANITARY SEWER PIPE

A. Pipe ends shall be square cut. Ends of pipes shall be reamed and shall be wiped clean to remove cuttings. Before installation, pipe shall be stood on end and tapped sharply to remove cuttings and other foreign materials from interior. Pipe shall be thoroughly cleaned inside and outside. Bending or springing of pipe shall not be permitted.

B. Various service pipes, valves, fittings, etc., running parallel with each other and near together shall be in line with each other and shall be kept at a sufficient distance from each other and other work to permit no less than 1/2 inch between finished coverings on different services.

C. Each contractor shall furnish all foundations, structural or pipe supports indicated, called for specifically or that may be required to support his particular equipment and material unless hangers are definitely indicated as being furnished by others. Sewer waste and vent lines shall be supported every 4 feet.

D. Perforated strap hangers shall not be allowed for any part of the hangers.

E. Drainage and vent pipes: Horizontal soil and waste pipes 3 inches and smaller shall have a grade of 1/4 inch per foot and line 4 inches and larger shall have a grade of 1/8 inch per foot unless otherwise specified. The main vertical soil and waste vent shall be extended full size through the wall. Cast-iron pipe inside the building shall be extended 6 inches above the floor.

F. Fittings: Changes in pipe size on soil, waste, and drain lines shall be made with reducing fittings of recessed reducers. All changes in direction shall be made by the appropriate use of 45 degree wyes, long or short sweep 1/4 bends, 1/6, 1/8, or 1/16 bends, or by a combination of those or equivalent fitting, except that single and double sanitary tees may be used in drainage lines only where the direction of flow is from horizontal to vertical. Short sweeps not less than 3 inches in diameter may be used where the change in direction of flow is either from horizontal to vertical or from vertical to horizontal.

G. Pipe sleeve, hangers, and fixture supports: These items shall be furnished and set and the contractor shall be responsible for their proper and permanent location.

1. Pipe sleeves - Install sleeves for all pipes passing through footings, floors, and walls. Clearance between sleeves and pipe covering and/or pipes shall be approximately 1/4 inch. Construction shall not be cut except where approved by the Architect. Where cutting of construction is permitted, the construction shall be repaired to match its original condition. Sleeves shall not be installed in structural members except where indicated. Sleeves are not required for wall hydrants.
   a. Install sleeves for pipes that pass through walls. Sleeves that pass through walls shall be cut flush with surfaces. The space between sleeves and pipe or covering shall be sealed with graphite packing and synthetic rubber caulking compound.
   b. Install sleeves where pipes pass through waterproofing membrane. The sleeves shall be provided with an integral flashing flange or a clamping device to which a 4 pound lead flashing shield shall be clamped or soldered. The shield shall extend 12 inches from the pipe and shall be thoroughly mopped into the membrane. The space between the sleeve and pipe shall be made watertight by inserting an oakum gasket, filling the remaining space with lead, and thoroughly caulking.
2. Threaded pipe - Support pipes at 4 foot intervals.
3. Copper tubing - Support tubing at not more than 5 foot intervals. Hangers for copper tubing except where protective shields are installed shall have proper size rings to suit outside diameter of tubing and the hangers or supports shall be copper or copper plated at contact surfaces.
4. Underground piping - Lay pipe on a firm bed for its entire length, except where support is otherwise provided.
5. Vertical piping - Supports shall be at each floor. Horizontal piping - Hangers and supports shall be installed at locations not more than 3 feet from the end of each run out. A hanger shall be installed not over 1 foot from each change in direction of piping.

H. Make connections to equipment and branch mains with unions.

I. Provide drain valves at main shutoff valves, low points of piping and apparatus.

J. Install each fixture with trap, easily removable for servicing and cleaning. Each trap shall be placed as near the fixture as possible, and no fixture shall be double trapped. At completion thoroughly clean plumbing fixtures and equipment.

K. Fixture connections: Connections between earthenware fixtures and flanges on soil pipes shall be made absolutely gas tight and water tight with a closet-setting compound or gasket. Bolts shall be not less than 1/4 inch in diameter and shall be equipped with chromium-plated nuts and washers.

L. Test sanitary drainage, condensate drains and vent systems with water or air in accordance with requirements of the State Sanitary Code, International Plumbing Code and all applicable local codes. Water test may be applied to entire drainage systems or sections of systems. All openings shall be tightly closed in section to be tested except at highest opening. All portions of systems shall be subject to a minimum of 10 feet head of water. Water must have been in the system two hours prior to inspection. Air test in accordance with the Plumbing Code may be used at contractor's option.

M. Sanitary sewer or storm drain pipe penetrating concrete slabs shall be wrapped with foam insulation tape.

3.2 DOMESTIC WATER PIPE

A. Perforated strap hangers shall not be allowed for any part of the hangers.

B. Mains, branches, and run outs: Piping shall be installed as indicated on the drawings. Pipe shall be cut accurately to measurements established at the building and shall be worked into place without springing or forcing. Care shall be taken not to weaken structural portions of the building. Above ground piping shall be run parallel with the lines of the building unless otherwise shown or noted on the drawings. Branch pipes from service lines may be taken from top, bottom, side or main, using such crossover fittings as may be required by structural or installation conditions. Service pipes, valves, and fittings shall be kept a sufficient distance from other work and other services to permit not less than 1/2 inch between finished covering and other work and not 1/2 inch between finished covering on the different services. No water pipe shall be made with reducing fittings. Use of long screws and bushings will not be permitted. Slope water pipe 1 inch in 40 feet and arrange to drain at low point.

C. Expansion and contraction of piping: Allowance for expansion and contraction shall be made throughout. Sufficient flexibility shall be provided on all branch run outs from mains to risers to provide for expansion and contraction of piping. Flexibility shall be provided by installing one or more turns in the line so that the piping will spring enough to allow for expansion without straining.

D. Joints: Tubing shall be cut square, and butts shall be removed. Both inside of fittings and outside of tubing shall be well cleaned with steel wool before sweating. Care shall be taken to prevent annealing of fittings and hard drawn tubing when making connections. Installation shall be made by competent workmen in accordance with manufacturer's recommendation. Mitering of joints for elbows and notching of straight runs of pipe for tees will not be permitted. Joints for soldered fittings shall be made with a noncorrosive paste flux and solid string of wire solder. Cored solder will not be permitted.

E. Valves: Valves shall be provided on all supplies to fixtures as specified under type of fixture and fixture trimmings. Valves indicated in connection with run outs, risers, branches, and mains shall be in accordance with this specification. No valve shall be installed on any lines with its stem below the horizontal. All valves shall be gate valves unless otherwise specified or indicated. Provide drain valves at main shut-off valves, low points of piping and apparatus.

F. Pipe sleeve, hangers, and fixture supports: These items shall be furnished and set and the contractor shall be responsible for their proper and permanent location.

1. Pipe sleeves - Install sleeves for all pipes passing through footings, floors, and walls. Clearance between sleeves and pipe covering and/or pipes shall be approximately 1/4 inch. Construction shall not be cut except where approved by the Architect. Where cutting of construction is permitted, the construction shall be repaired to match its original condition. Sleeves shall not be installed in structural members except where indicated. Sleeves are not required for wall hydrants.
   a. Install sleeves for pipes that pass through walls. Sleeves that pass through walls shall be cut flush with surfaces. The space between sleeves and pipe or covering shall be sealed with graphite packing and synthetic rubber caulking compound.
   b. Install sleeves where pipes pass through waterproofing membrane. The sleeves shall be provided with an integral flashing flange or a clamping device to which a 4 pound lead flashing shield shall be clamped or soldered. The shield shall extend 12 inches from the pipe and shall be thoroughly mopped into the membrane. The space between the sleeve and pipe shall be made watertight by inserting an oakum gasket, filling the remaining space with lead, and thoroughly caulking.
2. Threaded pipe - Support pipes at 4 foot intervals.
3. Copper tubing - Support tubing at not more than 5 foot intervals. Hangers for copper tubing except where protective shields are installed shall have proper size rings to suit outside diameter of tubing and the hangers or supports shall be copper or copper plated at contact surfaces.
4. Underground piping - Lay pipe on a firm bed for its entire length, except where support is otherwise provided.
5. Vertical piping - Supports shall be at each floor. Horizontal piping - Hangers and supports shall be installed at locations not more than 3 feet from the end of each run out. A hanger shall be installed not over 1 foot from each change in direction of piping.

G. Unions: Make connections to equipment and branch mains with unions. Provide non-conducting type connections wherever jointing dissimilar metals in open systems. Brass adapters and valves are acceptable.

H. Domestic cold water lines penetrating concrete slabs shall be wrapped with vinyl flexible tube. Domestic hot or return water piping penetrating concrete slabs shall be insulated at all penetrations through slab (refer to insulation specifications).

I. Provide drain valves at main shutoff valves, low points of piping and apparatus.

J. Hydrostatically test entire domestic water system to 200 psig or 2-1/2 times normal working pressure.

K. Cleaning and Disinfectant: Domestic water piping system shall be cleaned and disinfected. All equipment, temporary piping and chemicals, as required shall be furnished by the contractor. All system piping and equipment shall be thoroughly and completely flushed with cold domestic water. Completely drain the systems and fill with a solution of Sodium or Calcium Hypochlorite, 100 parts per million, completely relieving the system of all air. Allow the solution to stand for eight hours and then drain and follow with clear water flush for a sufficient period of time to remove all traces of hypochlorite odor. Disinfecting chemicals shall not be introduced into existing piping systems.

L. Sealing or flashing the building envelope due to penetrations in building shall be the responsibility of the general contractor.

M. Water service to fixtures or groups of fixtures shall have 12 inch long air chambers at the same diameter as header or service pipe on both hot and cold water lines. Air chamber shall be installed close to fixture. Provide and install shock arrestors on sterilizer water supplies or supplies with quick closing valves such as flush valves, dishwashers, tempering valves, etc. Location and size of shock arrestor shall be as per manufacturer's instructions.

END OF SECTION 22 05 03

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SECTION 22 07 00 – PLUMBING INSULATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Pipe insulation installation shall not begin until all work has been tested and found to be tight. All insulation shall be UL listed and have a flame spread of less than 25 and a developed smoke rating less than 50. All insulation shall be banded with aluminum bands, three per section. All insulation shall be continuous through walls, floors, ceilings, etc.

PART 2 - MATERIALS

2.1 DOMESTIC WATER PIPING

A. Cover cold water lines above ceilings and in exterior walls with 1 inch thick and all hot water lines with 1-1/2 inch thick closed cell rubber type insulation. At contractor's option, fiberglass insulation with white universal jacket may be used. All flanges, valves and fittings shall be insulated with closed cell rubber type molded fittings insulation, fabricated mitered segments of pipe insulation or closed cell rubber type insulation equivalent in thickness to insulation of adjoining pipe.

B. All water lines exposed in mechanical rooms shall be covered with 0.020 color coded PVC jacket with solvent welded seams and joints.

C. All water lines outside of building exposed to the weather shall have 1 inch thick closed cell rubber type insulation covered with 0.016 smooth aluminum jacket and elbows.

D. All water lines below building slab shall be insulated with 1 inch thick closed cell insulation with two (2) coats of mastic.

2.2 HORIZONTAL WASTE PIPING

A. All horizontal waste lines and traps above first floor slab which receive condensate from air conditioning equipment, shall be insulated with 2 inch thick, 3/4 pound density fiberglass insulation with aluminum foil vapor barrier or closed cell rubber insulation.

2.3 INSULATION BANDS

A. All pipe insulation shall be banded with nylon tie-wrap bands, three to a section, and with one band on each side of each fitting, valve, etc.

2.4 FLANGES, VALVES AND FITTINGS

A. All flanges, valves and fittings shall be insulated with fabricated fiberglass molded fitting insulation, using factory fabricated fittings up to 3 inches and fabricated mitered segments of pipe insulation equal in thickness to the insulation to the adjoining pipe. All fabricated mitered segments shall be covered with matching embossed vapor barrier laminate.

PART 3 - INSTALLATION

3.1 Provide clearance for installation of insulation and for access to valves, air vents, drains and unions.

A. Insulation Installation:

1. Do not install covering before piping has been tested and approved.
2. Ensure piping surface is clean and dry prior to installation.
3. Ensure insulation is dry before and during application.
4. Insulation shall be continuous through walls, floors and ceiling. Pack around pipes with fire proof self-supporting insulation material, fully sealed.
5. Insulate fittings and valves. The end of the insulation shall be fitted with a metal escutcheon plate with set screw or taped neatly with pressure sensitive fiberglass reinforcing cloth.
6. All joints shall be sealed with 3 inch wide fiberglass reinforcing cloth with pressure sensitive adhesive.
7. Pipe insulation at Hangers and Supports: Pipe insulation at hanger and support shall be protected with a half circular shield of the size of the insulation and 12 inches long constructed from 20 gauge galvanized steel. The shield shall be held in place with the fiberglass reinforcing cloth and pressure sensitive adhesive. Where pipes pass through walls, ceiling and floor in finished areas, escutcheon plates shall be installed to encompass pipe and insulation. Escutcheon plates shall be chromed brass or stainless steel and shall be either solid or the clamp on split type.
8. Painting of fiberglass pipe jacket is not required. Piping shall be painted colors as standard in this facility.

END OF SECTION 22 07 00

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 22 10 00 - PLUMBING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Furnish all labor and materials as hereinbefore specified, indicated or reasonably implied for the complete installation of the following systems:

1. Cold Water
2. Hot Water System
3. Sanitary Drainage System

PART 2 - MATERIALS

2.1 FLOOR DRAINS

A. All floor drains shall be constructed of cast iron and shall be complete with clamping devices as required.

B. Floor drains (Marked "FD"): shall be bottom outlet with duracoated cast iron body with clamping collar and 6 inch diameter nickel bronze strainer adjustable vertically to floor level, with square perforations and vandal proof screws. Refer to fixture schedule for specific types.

2.2 CLEANOUTS

A. Cleanouts shall be provided where shown on plans, at each change of direction of the building drain greater than 45 degrees and at or near the foot of each vertical waste or soil stack. Location of all cleanouts shall be same size as piping up to 4 inches. Larger pipes shall have 4 inch cleanouts unless noted otherwise. Every cleanout shall be installed so that the cleanout opens in the direction of flow of the drainage line or at right angles thereto. Floor cleanouts shall be adjustable type, double drainage flange, clamping collar (above ground installations), 2 pound lead flashing, nickel bronze cover. Top of cleanout shall be level with top of finished floor so there is a continuous surface. Floor cleanouts shall be Jay R. Smith, Josam or Wade. Wall cleanouts shall be nickel bronze access frame and cover Zurn, Jay R. Smith, Josam or Wade. Outside cleanouts shall be installed with cover, set flush with finished grade, or as detailed on plans.

2.3 FLASHING

A. Flash around all pipes passing through roof in connection with this contract with sheet lead, not less than 2-1/2 pound to the square foot, built 6 inches into the waterproofing, running 10 inches up the pipe and turned over into the pipe cavity. Flashing around roof

drains shall be not less than 2-1/2 pound lead extending at least 12 inches from the drain rim into membrane waterproofing. Fasten flashing to drain clamp device making watertight durable joint.

2.4 EQUIPMENT FURNISHED BY OWNER AND/OR BY OTHER TRADES

A. This equipment and other miscellaneous equipment shall be furnished and set in place under other sections of these Specifications and/or by the Owner, unless specified otherwise.

B. Plumbing Contractor shall provide necessary rough-in required for the equipment and shall completely connect all plumbing services for this equipment providing cut-off valves and unions for each plumbing supply service to each piece of equipment. It is the obligation of the Plumbing Contractor to obtain correct rough-in dimension plans for this equipment as well as the equipment furnished under this contractor.

C. The various Equipment Contractors shall provide access holes for service lines that enter his equipment. This work to be performed on the job site, as necessary. Plumbing Contractor shall furnish and install escutcheons, locknut type, at these locations.

2.5 PLUMBING FIXTURES

A. Plumbing Contractor shall furnish and install all plumbing fixtures shown on accompanying drawings. Refer to both plumbing and architectural drawings and provide all fixtures shown on either. Fixtures shall be complete with all necessary brass and accessories required for a complete installation including traps, escutcheons, angle supplies, basin cocks, etc. All fixtures shall be new and must be delivered to the building properly crated in perfect condition.

B. All brass must be of the best quality, lightweight goods will not be accepted. All brass pipe shall be seamless brass tubing and nipples shall be extra heavy. All fittings and trim shall be chromium plated heavy brass unless otherwise specified. "P" traps shall be cast brass with cleanouts. All exposed piping shall be chromium plated. Provide cutoff valves at each fixture in both hot and cold water piping.

C. For the purpose of establishing type and class of fixtures required, the scheduled plate numbers have been taken from the indicated catalog. Approved equals shall be as follows: Fixtures: Kohler, Briggs, American Standard, Crane, Eljer, Elkay, Dayton, Just or Universal Rundle. Flush Valves: Sloan, Zurn. Faucets: Elkay, Just, Chicago, Kohler, American Standard, Delta Commercial, Zurn, Speakman. Water Heaters: A.O. Smith, Ruud/Rheem, State, Bradford White. Drains: Wade, J.R. Smith, Zurn, Josam. Hose Bibbs: Josam, Woodford, J.R. Smith, Wade, Zurn.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection:

1. Prior to all work of this section, carefully inspect the installed work of adjacent trades and verify that all such work is complete to the point where fixture installation may properly commence.
2. Verify that all hangers and fixture supports are properly installed to receive plumbing fixtures.

3.2 PLUMBING FIXTURE

A. Each plumbing fixture shall be fitted with all necessary and proper fittings, trimmings and operating devices, and shall be in perfect operating condition.

B. Refer to architectural drawings for any other information that may be necessary or required in connection with plumbing installation.

C. Before setting any fixtures, obtain the exact mounting height, as desired, from the Architect.

D. Wall mounted water closets, urinals, and lavatories shall have a floor anchored carrier to fit in available wall space (coordinate requirements in drawings).

END OF SECTION 22 10 00

FORD FIELDS CONCESSION STAND
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SECTION 22 11 00 - WATER SUPPLY

PART 1 - GENERAL

1.1 DESCRIPTION

A. Install water supply piping as indicated on plans.

PART 2 - MATERIALS

2.1 PIPING

A. All water supply piping shall be of materials hereinbefore specified.

B. All water lines shall be disinfected in accordance with the State Sanitary Code.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Water lines run underground shall have a minimum of 24 inches cover to finished grade.

B. Make up complete water supply system. Connect to all fixtures and outlets requiring water.

C. At each fixture or group of fixtures furnish and install a 12 inch high air chamber of same size as branch feed line except at fixtures with quick closing valves such as flush valves, dishwashers, etc., in which cases provide "Shock Arrester" properly sized for each unit.

3.2 TESTING

A. All lines shall be tested in accordance with requirements listed in construction documents and International Plumbing Code.

END OF SECTION 22 11 00

FORD FIELDS CONCESSION STAND
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SECTION 22 13 00 - WASTE WATER DISPOSAL

PART 1 - GENERAL

1.1 DESCRIPTION

A. Extend sanitary sewer lines to the location as shown on the plans.

PART 2 - MATERIALS

2.1 PIPING

A. The system of sewage and drainage shall be of materials as hereinbefore specified except where space requirements necessitate the use of Type "DWV" copper.

PART 3 - EXECUTION

3.1 INSTALLATION

A. All work shall be in strict conformity with the International Plumbing Code and in accordance with all local codes. Piping shall be routed as shown on plans or in acceptable manner to meet building conditions. Venting shall be as shown on plumbing riser diagrams.

B. Connections between traps and cast iron pipes are to be made with heavy brass ferrules.

C. Provide reducers, increasers, special flanges, and fittings where required between piping work and fixtures in order to connect and complete work and render it ready for use. Make any offsets required to avoid construction.

D. All lines 3 inches and smaller shall be sloped 1/4 inch per foot, lines 4 inches shall be sloped 1/8 inch per foot, lines 6 inches shall be sloped 1/16 inch per foot and all lines 8 inches and larger shall be sloped 0.4 percent. Piping shall be laid so slope is continuous.

E. All vents shall extend 10 inches above roof and terminate in an appropriate flashing collar. No vents shall penetrate roof within 48 inches of an exterior wall. Offset in ceiling as required. All back vents shall be taken off as near trap as possible.

3.2 TESTING

A. All lines shall be tested in accordance with requirements listed in construction documents and International Plumbing Code.

END OF SECTION 22 13 00

FORD FIELDS CONCESSION STAND
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SECTION 22 16 00 – NATURAL GAS PIPING/DISTRIBUTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Fuel gas systems, including piping, equipment and all necessary accessories as designated in this section. Fuel gas piping to equipment shall be routed as shown on plans.

1.2 RELATED WORK

A. FIRESTOPPING: Penetrations in rated enclosures.

B. PAINTING: Preparation and finish painting and identification of piping systems.

C. COMMON WORK RESULTS FOR PLUMBING.

D. GENERAL DUTY VALVES FOR PLUMBING PIPING

1.3 SUBMITTALS

A. Submit SHOP DRAWINGS, PRODUCT DATA, and SAMPLES.

B. Manufacturer's Literature and Data:

1. Pipe & Fittings.
2. Valves.
3. Strainers.
4. All items listed in Part 2 - Products.

C. Detailed shop drawing of clamping device and extensions when required in connection with the waterproofing membrane.

1.4 APPLICABLE PUBLICATIONS

A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only. Use the edition listed or most recent edition adopted by Local, State or Federal agencies having jurisdiction.

B. Federal Specifications (Fed. Spec.):
A-A-59617 ..... Unions, Brass or Bronze Threaded, Pipe Connections and Solder-Joint Tube Connections

C. American National Standards Institute (ANSI):
American Society of Mechanical Engineers (ASME): (Copyrighted Society)

A13.1-(2007)	Scheme for Identification of Piping Systems
B16.3-(2006)	Malleable Iron Threaded Fittings: Classes 150 and 300 ANSI/ASME
B16.9-2007	Factory-Made Wrought Steel Buttwelding Fittings ANSI/ASME
B16.11-2009	Forged Steel Fittings, Socket-Welding and Threaded ANSI/ASME
B16.15-2006	Cast Copper Alloy Threaded Fittings: Classes 125 and 250 ANSI/ASME
B31.8-2010	Gas Transmission and Distribution Piping Systems ANSI/ASME

D. American Society for Testing and Materials (ASTM):

A47-99(2009)	Standard Specification for Ferritic Malleable Iron Castings
A53-10	Standard Specification for Pipe, Steel, Black And Hot-Dipped, Zinc- coated Welded and Seamless
A183-09	Standard Specification for Carbon Steel Track Bolts and Nuts
A536-09	Standard Specification for Ductile Iron Castings
A733-03(2009)e1	Standard Specification for Welded and Seamless Carbon Steel and Austenitic Stainless Steel Pipe Nipples
B687-99(2005)e1	Standard Specification for Brass, Copper, and Chromium-Plated Pipe Nipples

E. National Fire Protection Association (NFPA):

54-2009	National Fuel Gas Code

F. International Code Council

IPC 2009	International Plumbing Code
IFGC 2009	International Fuel Gas Code

G. International Association of Plumbing and Mechanical Officials (IAPMO):
Uniform Plumbing Code – 2009

IS6-06	Installation Standard

H. Manufacturers Standardization Society of the Valve and Fittings Industry, Inc. (MSS):

SP-72-2010	Ball Valves with Flanged or Butt-Welding For General Service
SP-110-2010	Ball Valve Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends

1.5 SYSTEM PRESSURE

A. Natural gas systems, unless otherwise noted are designed and materials and equipment selected to prevent failure under gas pressure at downstream side of pressure regulator.

PART 2 - MATERIALS

2.1 FUEL GAS SERVICE CONNECTIONS TO BUILDING (UNDERGROUND AND/OR EXPOSED TO WEATHER)

A. From inside face of exterior wall (outside of building), use coated piping as herein before and/or herein after specified.

B. Pipe: Black Steel, ASTM A53, Schedule 40. Shop-applied pipe coating shall be one of the following types:

1. Coal Tar Enamel Coating: Exterior of pipe and fittings shall be cleaned, primed with Type B primer and coated with hot-applied coal tar enamel with bonded layer of felt wrap in accordance with AWWA C203. **Asbestos felt shall not be used**; felt material shall be fibrous glass mat as specified in Appendix Section A2.1 of AWWA C203.
2. Adhesive-thermoplastic Resin Coating: Fed. Spec. L-C-530, Type I
3. Thermosetting Epoxy Coating: Fed. Spec. L-C-530, Type II
4. Field-applied plastic tape material used on pipe joints and for repairing damaged areas of shop-applied coatings, Fed. Spec. L-T-1512, Type I, 10 mils nominal thickness for pipe joints, and Type II, 20 mils nominal thickness for coating repairs.

C. Holiday Inspections: Procedure for holiday inspection: Holiday Inspection shall be conducted on all coatings to determine the presence and number of discontinuities in those coatings referenced in 2.6/B - 1, 2, 3, and 4 using a Tinker & Rasor model AP/W Holiday Detector. Holiday inspection shall be performed in a manner spelled out in the Tinker & Rasor operating instructions and at a voltage level recommended by the coating manufacturer or applicable NACE International Standard such as RPO 274-93 or RPO 490-90 in the case thermosetting epoxy coating. Holiday Detectors shall be calibrated and supplied with a certificate of calibration from the factory. A calibration of the Holiday Detector shall be performed once every 6 months to verify output voltages are true and correct.

D. Fittings:

1. Butt weld fittings, wrought steel, ANSI B16.9.
2. Socket weld and threaded fittings forged steel, ANSI B16.11.
3. Grooved End: Ductile iron (ASTM A536, Grade 65-45-12), malleable iron (ASTM A47, Grade 32510), or steel (ASTM A53, Type F or Type E or S, Grade B).

E. Joints: Welded, ANSI B31.8.

2.2. FUEL GAS PIPING

A. Pipe: Black steel, ASTM A53, Schedule 40.

B. Nipples: Steel, ASTM A733, Schedule 40.

C. Fittings:

1. Sizes 2 inches under ANSI B 16.3 threaded malleable iron.
2. Over 2 inches and up to 4 inches ANSI B16.11 socket welded.
3. Over 4 inches ANSI 16.9 butt welded.

D. Joints: Provide welded or threaded joints.

2.3 EXPOSED FUEL GAS PIPING

A. Finished Room: Use full iron pipe size chrome plated brass piping for exposed fuel gas piping connecting fixtures, casework, cabinets, equipment and reagent racks when not concealed by apron including those furnished by the Government or specified in other sections.

1. Pipe: Fed. Spec. WW-P-351, standard weight
2. Fittings: ANSI B16.15 cast bronze threaded fittings with chrome finish, (125 and 250).
3. Nipples: ASTM B 687, Chromium-plated.
4. Unions: 2 inches and smaller Mss SP-72, SP-110, Brass or Bronze threaded with chrome finish. Unions 2-1/2 inches and larger shall be flange type with approved gaskets.
5. Valves: Mss SP-72, SP-110, Brass or bronze with chrome finish.

B. Unfinished Rooms, Mechanical Rooms and Kitchens: Chrome-plated brass piping is not required. Paint piping systems as specified in Section PAINTING.

2.4 VALVES

A. Ball Valve: Bronze body, rated for 1025 kPA at 185°C (150 psi at 365°F), 1725 kPa at 121°C (250 psi at 250°F), reinforced TFE seat, stem seal and thrust washer; end entry, threaded ends, UL-listed for natural or LP gas shut off service when used on those services.

B. Gas Vent Cocks: Type 701: Bronze body, tee handle, rated for 205 kPa at 38°C (30 psi at 100°F), ground plug, rated for tight shut-off on fuel gas service.

2.5. WATERPROOFING

A. Provide at points where pipes pass through membrane waterproofed floors or walls in contact with earth.

B. Floors: Provide cast iron stack sleeve with flashing device and a underdeck clamp. After stack is passed through sleeve, provide a waterproofed caulked joint at top hub.

C. Walls: See detail shown on drawings.

2.6 STRAINERS

A. Provide on high pressure side of pressure reducing valves, on inlet side of indicating and control instruments and equipment subject to sediment damage and where shown on drawings. Strainer element shall be removable without disconnection of piping.

B. Gas Lines: "Y" type with removable mesh lined brass strainer sleeve.

C. Body: Smaller than 3 inches, brass or bronze; 3 inches and larger, cast iron or semi-steel.

2.7 DIELECTRIC FITTINGS

A. Provide dielectric couplings or unions between ferrous and non-ferrous pipe.

2.8 GAS EQUIPMENT CONNECTORS

A. Flexible connectors with teflon core, interlocked galvanized steel protective casing, AGA certified design.

2.9 REGULATORS

A. Provide all pressure regulators for the project. Contractor shall be responsible for providing regulators properly selected for pressure, flow, and location. All regulators shall be field adjustable. All regulators shall be vented type. Regulators installed inside buildings shall have vent piping extended to the exterior of the building.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Comply with the International Fuel Gas Code and the following:

1. Install branch piping for fuel gas and connect to all fixtures, valves, cocks, outlets, casework, cabinets and equipment, including those furnished by the Government or specified in other sections.
2. Pipe shall be round and straight. Cutting shall be done with proper tools. Pipe, shall be reamed to full size after cutting.
3. All pipe runs shall be laid out to avoid interference with other work.
4. Install valves with stem in horizontal position whenever possible. All valves shall be easily accessible.
5. Install union and shut-off valve on pressure piping at connections to equipment.
6. Pipe Hangers, Supports and Accessories:
   a. All piping shall be supported per the International Fuel Gas Code, Chapter No. 4.
   b. Shop Painting and Plating: Hangers, supports, rods, inserts and accessories used for Pipe supports shall be shop coated with zinc Chromate primer paint. Electroplated copper hanger rods, hangers and accessories may be used with copper tubing.
   c. Floor, Wall and Ceiling Plates, Supports, Hangers:
      1) Solid or split unplated cast iron, chrome plated in finished areas.
      2) All plates shall be provided with set screws.
      3) Pipe Hangers: Height adjustable clevis type.
      4) Adjustable Floor Rests and Base Flanges: Steel.
      5) Concrete Inserts: "Universal" or continuous slotted type.
      6) Hanger Rods: Mild, low carbon steel, fully threaded or Threaded at each end with two removable nuts at each end for positioning rod and hanger and locking each in place.
      7) Riser Clamps: Malleable iron or steel.
      8) Rollers: Cast iron.
      9) Self-drilling type expansion shields shall be "Phillips" type, with case hardened steel expander plugs.
      10) Miscellaneous Materials: As specified, required, directed or as noted on the drawings for proper installation of hangers, supports and accessories.
7. Install cast chrome plated escutcheon with set screw at each wall, floor and ceiling penetration in exposed finished locations and within cabinets and millwork.
8. Penetrations:
   a. Fire Stopping: Where pipes pass through fire partitions, fire walls, smoke partitions, or floors, install a fire stop that provides an effective barrier against the spread of fire, smoke and gases. Completely fill and seal clearances between piping and openings with the fire stopping materials.
   b. Waterproofing: At floor penetrations, completely seal clearances around the pipe and make watertight with appropriate sealant.

B. Piping shall conform to the following:

1. Fuel Gas:
   a. Entire fuel gas piping installation shall be in accordance with requirements of NFPA 54.
   b. Provide fuel gas piping with plugged drip pockets at low points.

3.2. CLEANING OF SYSTEM AFTER INSTALLATION

A. Clean all piping systems to remove all dirt, coatings and debris.

3.3 TESTING

A. General: Test system either in its entirety or in sections after system is installed and cleaned.

B. Test shall be made in accordance with Section 406 of the International Fuel Gas Code. The system shall be tested at a minimum of 1.5 times maximum working pressure, but not less than 30 psig (20 kPa) gage).

END OF SECTION 22 16 00

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

CERTIFICATION OF RESPONSIBILITY FOR

DOCUMENT PREPARATION

FORD PARK-FORD FIELDS CONCESSION STAND
RCE Project No.: 190007

MECHANICAL SPECIFICATIONS

THE FOLLOWING SPECIFICATION SECTIONS INCLUDED IN THIS PROJECT MANUAL WERE PREPARED BY OR UNDER THE RESPONSIBLE SUPERVISION OF THE COMPANY LISTED BELOW:

23 05 00	GENERAL PROVISIONS FOR HVAC
23 05 03	BASIC MATERIALS AND METHODS FOR HVAC
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC
23 07 00	MECHANICAL INSULATION
23 09 00	TEMPERATURE CONTROLS FOR HVAC
23 28 13	COMMERCIAL KITCHEN HOODS
23 30 00	AIR DISTRIBUTION FOR HVAC
23 70 00	AIR CONDITIONING FOR HVAC



3/15/19

Andrea Manceaux, P.E.
Ritter Consulting Engineers Ltd.

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 23 05 00 - GENERAL PROVISIONS FOR HVAC

PART 1 - GENERAL

1.1 DIVISION OF SPECIFICATIONS

A. For Bidder's convenience only, this Division of the Specifications is divided into the following parts:

23 05 00	GENERAL PROVISIONS FOR HVAC
23 05 03	BASIC MATERIALS AND METHODS FOR HVAC
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC
23 07 00	MECHANICAL INSULATION
23 09 00	TEMPERATURE CONTROLS FOR HVAC
23 28 13	COMMERCIAL KITCHEN HOODS
23 30 00	AIR DISTRIBUTION FOR HVAC
23 70 00	AIR CONDITIONING FOR HVAC

1.2 GENERAL CONDITIONS

A. The General Conditions of the Architectural Specifications along with supplementary conditions, special conditions, information to bidders, and any other pertinent information and documents shall apply the same as if repeated herein. The contractor shall review Architectural General Conditions. Where the requirements of Architectural General Conditions and these specs conflict for the contractor, the most stringent shall be applied.

B. Mechanical subcontractor shall be the sole source responsible party to furnish and install the mechanical system. Mechanical contractor shall be properly licensed to perform this work.

C. Wherever the word contractor is mentioned in Division 23 of these specifications, it is intended to mean the Mechanical Contractor as appropriate. These are sub-contractors to the General Contractor who has the contract with the owner. It is the General contractor who bears the responsibility to fulfill this part of the project (Division 23 – Mechanical) under the contract with the owner. The General contractor shall be responsible for all costs associated with any and all bidding errors and omissions of the sub-contractor.

1.3 SCOPE OF WORK

A. Furnish labor, materials and equipment necessary to provide and install the complete mechanical portion of this contract, including air conditioning, heating, and ventilating systems as called for herein and on accompanying drawings. Parts of the mechanical division may be bid separately or in combination at the contractor's option; however, it shall be the responsibility of the General Contractor to assure himself that all items

covered in the Mechanical Division have been included if he chooses to accept separate bids.

B. Contractor shall refer to the Architectural, Structural, Plumbing and Electrical drawings and install all equipment, piping, etc., to meet building and space requirements. **No equipment shall be bid on or submitted for approval if it will not fit in space provided or coordinated with other trades involved on the project.**

C. It is the intention of these Specifications that all mechanical systems shall be furnished complete with all necessary valves, controls, insulation, piping, devices, equipment, etc., necessary to provide a satisfactory installation in working order and in accordance with all Federal, State, and local codes and ordinances.

D. Contractor shall visit the site and acquaint himself thoroughly with all existing facilities and conditions which would affect his portion of the work. Failure to do so shall not relieve the contractor from the responsibility of installing his work to meet conditions.

E. Lack of coordination shall not be acceptable and shall not be a reason for poorly installed work or additional cost to this trade or others on the project. All associated extra cost shall be borne by the contractor. The General Contractor shall be responsible for all costs, time, and liquidated damages associated with lack of coordination or poor coordination.

1.4 LOCAL CONDITIONS

A. Location and elevation of all services is based on information obtained from the Owner. However, this shall serve as a general guide only and the contractor shall visit the site and verify the location and elevation of this service to his own satisfaction in order to determine the amount of work required for the execution of the contract.

B. Contractor shall contact the various utility companies, determine the extent of their requirements and cooperate with the utility company in reaching a finished product. Contractor shall pay charges by Utility Company for extensions, connections meter fees, street patching, etc.

C. In case major changes are required, this fact, together with the reasons therefore, shall be submitted to the Architect, in writing, not less than seven days before the date of bidding. Failure to comply with this requirement will make the contractor liable for any changes, additions and expenses necessary for the successful completion of the project.

1.5 CUTTING AND PATCHING

A. Initial cutting and patching shall be the responsibility of the General Contractor with the Mechanical Contractor responsible for laying out and marking any and all holes required for the reception of his work. No structural beams or joists shall be cut or thimbled without first receiving the approval of the Architect/Engineer. After initial surfacing has

been done, any further cutting, patching and painting shall be done at this contractor's expense.

B. Cutting and patching shall be done in such a manner that the surrounding work will be restored to its original condition.

C. The HVAC piping shall be run in such a manner as to avoid conflicts with other trades. It may be necessary to penetrate beams, grade beams, footings, and foundations. Install thimbles as required and as approved by the Structural Engineer and Architect.

1.6 CODES AND STANDARDS

A. The entire mechanical work shall comply with the rules and regulations of the City, County and State in which this project is being constructed including the State Fire Marshal and State Board of Health. All modifications required by these authorities shall be made without additional charge to the Owners. The Mechanical Contractor shall report these changes to the Architect and secure his approval before work is started.

B. In addition to the codes mentioned, all mechanical work and equipment shall conform to the applicable portions of the following Specifications, codes and regulations:

1. American Society of Heating, Refrigeration and Air Conditioning Engineers
2. National Electric Code
3. National Fire Protection Association
4. American Society of Mechanical Engineers
5. Underwriters's Laboratories
6. American Gas Association
7. Energy Code for Commercial and High Rise Residential Buildings
8. International Energy Conservation Code
9. International Building Code
10. International Mechanical Code
11. SMACNA Guidelines

C. Materials, equipment and accessories installed under this contract shall conform to all rules, codes, etc., as recommended by National Associations governing the manufacturer, rating and testing of such materials, equipment and accessories. Materials shall be new and of the best quality and first class in every respect. Whenever directed by the Architect, contractor shall submit a sample for approval before proceeding.

D. Where laws or local regulations provide that certain accessories such as gauges, thermometers, relief valves and parts be installed on equipment, it shall be understood that such equipment be furnished complete with the necessary accessories whether or not called for in these Specifications.

E. Material and equipment furnished or installed as part of these construction documents shall be installed and operated in strict accordance with the respective manufacturer's guidelines for installation and operating instructions. The manufacturer's guidelines shall become part of the construction documents.

1.7 MINOR DEVIATIONS

A. Plans and detail sketches are submitted to limit, explain and define conditions, specified requirements, pipe sizes and manner of erecting work. Structural or other conditions may require certain modifications from the manner of installation shown and such deviations are permissible and shall be made as required, but, specified sizes and requirements necessary for satisfactory operation shall remain unchanged. It may be necessary to shift ducts or pipes or to change the shape of ducts and these changes shall be made as required. All such changes shall be referred to the Architect for approval before proceeding. Extra charges shall not be allowed for these changes.

B. No structural beams or joists (concrete or steel) shall be cut or thimbled without first receiving the approval of the Architect/Structural Engineer. After initial surfacing has been done, any further cutting, patching and painting shall be done at the Mechanical Contractor's own expense.

C. Contractor shall realize that the drawings could delve into every step, sequence or operation necessary for the completion of the project without drawing on the contractor's experience or ingenuity. However, only typical details are shown on the plans. In cases where the contractor is not certain about the method of installation of his work, he shall ask for details. Lack of details shall not be an excuse for improper installation. Submit installation shop drawings with manufacturer's details for review prior to installation.

D. In general, the drawings are diagrammatic and the contractor shall install his work in a manner so that interferences between the various trades are avoided. In cases where interferences do occur, the Architect is to state which equipment, piping, etc., is to be relocated regardless of which item was first installed.

E. Materials and equipment furnished or installed as part of these construction documents shall be installed and operated in strict accordance with the respective manufacturer's guidelines for installation and operating instructions. The manufacturer's guidelines shall become part of the construction documents.

1.8 WORKMANSHIP

A. Workmanship shall be of highest grade, and all construction shall be done according to the best practice of the trade. Work shall be completed to satisfaction of the Architect/Engineer.

1.9 COORDINATION

A. Coordinate work of the different trades to avoid interferences between mechanical and all other work. All piping, ductwork, etc., shall be installed in lines as required to accomplish this end whether or not shown on the plans.

B. There will be a certain amount of work which must be coordinated with the Owner. This contractor shall coordinate required work with the Owner through the General Contractor using procedures acceptable to the Architect and Owner. The contractor shall maintain documentation of coordinated work.

C. This contractor shall coordinate and confirm that all equipment requiring electric service will be adequately and properly serviced by Electrical Contractor. Any conflicts shall be brought to the attention of the Architect/Engineer prior to ordering the equipment.

D. This contractor shall coordinate the space clearances required for the HVAC ductwork with the structure, ceilings, lights, sprinklers, etc. In some cases, due to space limitations, it may be necessary to re-size ductwork to meet the conditions of the project. **Any resizing required shall be part of this project and done without any additional cost to the Owner. DO NOT MAKE DUCTWORK WITHOUT COORDINATION. Avoid conflicts with other trades.**

E. This contractor shall coordinate the installation of HVAC piping with all parts of the structural foundation system and structural building systems. Provide sleeves through graded beams at all conflicts. All points of penetration of foundation shall be reviewed by the Architect/Engineer prior to rough-in. All sleeves shall be installed per instructions and details of the structural engineer.

F. All pipng shall be run as high as possible with sleeves through concrete beams to avoid conflicts. This means the piping shall run in or through the structure unless approved otherwise by the Architect/Engineer.

1.10 REVIEW OF MATERIALS

A. Whenever manufacturers or trade names are mentioned in these plans or Specifications, the words "or approved equivalent" shall be assumed to follow whether or not so stated. Manufacturers or trade names are used to establish a standard of quality only and should not be construed to infer a preference. Equivalent products which meet the Architect's approval will be accepted; however, these requests for acceptance of products must be received by the Architect a minimum of 10 days prior to bid date. Submission shall include manufacturer's name, model number, rating table and construction features. Upon receipt and checking of this submittal, the Architect will issue an addendum listing items which are approved as equivalent to those specified. The contractor shall base his bid solely on those items specified or included in the "Prior Approval Addendum" as no other item will be acceptable. Prior approval of a particular piece of equipment does not mean automatic final acceptance and will not relieve the contractor of the responsibility of assuring himself that this equipment is in complete accord with plans and Specifications and will fit into the space provided. Submit shop drawings on all items of equipment for approval as hereinafter specified.

B. Should a substitution or variation occur, the better quality or greater quantity of material or work shall be furnished. This also does not preclude other manufacturers if they meet the following criteria:

1. Product proposed for substitution shall be equal or superior to that specified in construction, efficiency, utility and function.
2. Physical size of substitute brand shall not be greater than space provided for it.
3. Profile of substitution shall be same concerning size, shape, indentations, recesses, etc.
4. Complete illustrations, specifications and description of substitution shall be submitted for approval.
5. Availability and proximity of manufacturer's service representative shall be factors considered in substitution approval.
6. Substitution and/or variations shall be reviewed and allowed when there is no change in cost to the project and shall be made at the discretion of the Engineer.

1.11 SHOP DRAWINGS

A. The General Contractor shall submit all submittals within 30 days of the date of the contract between owner and contractor or the date of notice to proceed as issued by the owner to the General Contractor. The submittals shall have been submitted to the General Contractor within 30 days after the construction contract has been signed. The General Contractor and his sub-contractors shall bear all responsibility for any extra costs or delays to late submittals of shop drawings.

B. Drawings shall be presented in a clear and thorough manner.

C. Details shall be identified by reference to sheet detail, schedule or room numbers shown on contract and drawings.

D. Drawings shall contain the following information:

1. Date.
2. Number of the drawing or revision.
3. Name of project or facility.
4. Name of contractor and subcontractor.
5. Clear identification of contents and location of work.

E. Preparation:

1. Clearly mark each copy to identify pertinent products or models.
2. Show performance characteristics and capacities.
3. Show dimensions and clearances required.
4. Show wiring or piping diagrams and controls.
5. Show weights and mounting data.
6. Provide letter documentation confirming that all coordination with other trades effected have been done. This is especially necessary with the electrical requirements and rough-in requirements.

F. Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the work.

2. Supplement standard information to provide information specifically applicable to the work.

G. Office samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integral related parts and attachment devices.
2. Full range of color, texture and pattern.

H. **HVAC ductwork shop drawings shall be prepared showing all conditions of installation coordinated with structure, lights, sprinklers, ceiling, etc. These shop drawings shall be prepared within 45 days of the award of the general contract for the project. Drawings shall be done at minimum 1/8 inch scale on 24 inch x 36 inch sheets.**

I. Equipment shop drawing shall be prepared by the contractor/supplier. These shop drawing shall include the manufacturer's performance data and installation manuals. In addition, the shop drawings shall show the installation specific to this project.

J. Assemble certificates, executed by each of the respective manufacturers, suppliers, and subcontractors.

K. All submittals shall be submitted prepaid and in ample time for review before installation.

L. Six (6) copies of each submittal shall be submitted to the Architect.

M. These shop drawings shall be supplied as part of this contractor's contract. Any drawings not approved shall be resubmitted until approved. **Submit all shop drawings at the same time. No separate items will be accepted (except in the case of the HVAC ductwork shop drawings).**

N. Time necessary for review of samples, certificates, test reports, and shop drawings is at least 30 calendar days after receipt of the item. All materials installed in the work shall match the reviewed submittals. After a submission has been reviewed, no substitutions will be permitted without written approval by the Architect.

O. The Architect's/Engineer's review of shop drawings shall not relieve the contractor from the responsibility of incorrectly figured dimensions or any other errors that may be contained in these drawings. The omission from the shop drawings or specifications, even though approved by the Architect, shall not relieve the contractor from furnishing and erecting same.

P. Any delays caused by contractor not submitting shop drawings within a timely manner shall be the problem of the responsible subcontractor and the General Contractor.

1.12 REPAIRING ROADWAYS AND WALKS

A. Where this contractor cuts or breaks roadways or walks to lay the piping, he shall repair or replace these sections to meet the Architect's approval. Repair of public roadways

and highways shall be done as per the Federal, State of Local agencies having jurisdiction. Contractor shall obtain and pay for all permits.

1.13 MATERIALS

A. Work materials shall be new and the best of their respective kinds, and shall bear the label of NFPA, ASME Code, AGA, and UL where such standard has been established for the particular item of equipment used.

1.14 MATERIAL STORAGE

A. General: Provide space for storage of material and equipment at ground level. Roof surfaces shall not be used for storage of materials or equipment. Any storage within the building shall be approved by the Architect/Engineer prior to use of the space.

B. Exterior: Pipe, fitting, or other materials stored outside of building shall be set on wood or steel racks or platforms inside storage container units. All necessary provisions shall be made to keep water and debris away from such stored material. Ends of pipes and valves shall be kept sealed until used.

C. Warehousing: Equipment subject to rusting shall be kept warehoused until just prior to setting. If necessary the warehouse shall have climate controlled conditions.

D. Offsite warehousing shall be approved by the Architect and Owner only.

E. Any warehousing used shall be approved by the Owner and an insurance certificate naming the Owner as insured shall be provided to the Owner.

1.15 GROUNDS AND CHASES

A. Contractor shall see that all required chases, sleeves, grounds, holes and accessories necessary for the installation of his work are properly built in as the work progresses; otherwise he shall bear the cost of providing them.

1.16 MACHINERY GUARDS

A. Contractor shall provide v-belt guards for each v-belt drive or other hazardous drive. Guard shall enclose the drive entirely and shall have a hole for taking tachometer reading.

1.17 SPECIAL TOOLS

A. Special tools required for proper operation or maintenance of any mechanical equipment provided under this contract shall be delivered to the Owner at the completion of the project.

1.18 FILL AND CHARGES FOR EQUIPMENT

A. Fill and charge with materials or chemicals all devices or equipment as required to comply with the manufacturer's guarantee or as required for proper operation of the equipment.

B. This contractor shall flush systems as required per local and state jurisdictions and equipment/material manufacturer's guidelines (chlorination, chemical treatment, etc.).

1.19 EQUIPMENT ACCESS

A. Large equipment to be installed in building, which is too large to permit access through doorways, shall be brought to the job by the contractor and placed before enclosing structure. Equipment shall be cribbed up from the floor by the contractor and covered where necessary or directed.

1.20 EQUIPMENT IDENTIFICATION

A. Stenciling: All items of major mechanical equipment (pumps, AHUs, starters, valves, etc.) shall be neatly and clearly stenciled in letters not less than 1 inch high, with the same designation as appears on drawing. Location and color of such stenciling shall be appropriate for ready identification and/or as directed by the Architect. One set of compatible metal interlocking stencil letters and numbers shall be turned over to the Owner at the completion of the job. At contractor's option engraved plastic adhesive tags may be used. Tags used outdoors shall be listed for such use.

B. Pipe Coding: All piping, etc., both insulated and bare, shall be color coded with a general purpose pipe marker for interior locations and a 6 inch enamel painted ban for exterior locations, and stenciled as to service and characteristics on the 10 foot centers and/or as directed. Directional arrows not less than 1/2 inch wide and not less than 6 inches long shall be permanently stenciled on each line at each stencil location. Stenciling shall be located such that it is clearly visible from floor or adjacent service platform. Coding shall be as per schedule approved by Owner through submittal to Architect. At contractor's option, pre-manufactured vinyl pipe labels and directional arrows may be used but shall be banded on either end to secure to pipe.

C. Valve tags shall be installed on all valves controlling building zones, areas, or equipment. Valve tags shall be 2 inch diameter brass stenciled with valve number. A framed list of valves with associated numbers, sizes and locations shall be mounted in the building as directed by Architect.

1.21 TEMPORARY USE OF EQUIPMENT

A. The permanent equipment installation shall not be used for temporary purposes by the contractor for temporary conditioning of the building during construction. Contractor

shall provide temporary dehumidification and drying equipment as required to maintain clean, dry air during construction.

B. Acceptable Use Without Specific Authorization: Temporary use shall not be construed to mean "bumping" of electric motors on equipment to verify rotation direction nor short time operation of systems for test purposes, operation of refrigeration and heating system for short periods to adjust controls and temperature regulation, or the operation of fans for air balance.

1.22 CLEANING AND ADJUSTING

A. Upon completion of his work, the contractor shall clean and adjust all equipment, controls, valves, etc. Clean all piping, ductwork, etc., and leave entire installation in good working order.

1.23 PAINTING

A. This contractor shall obtain the services of a painting sub-contractor as part of the contract with the General Contractor for all painting.

B. General: Except for standard factory finishes, all pipe, pipe covering, ducts, equipment, supports, hangers, etc., exposed inside and outside building or in equipment room shall be painted. This contractor shall prepare surface of material to receive first coat of paint. All subsequent coatings shall be prepared by Painting Subcontractor. Requirements covering paints, workmanship and preparation of surfaces as stated in Architectural Specifications shall govern. Color coding shall be approved by Architect (submit color sample). All submittals for review shall be through Architect.

C. Damage: Where standard equipment factory finishes have been damaged or scratched, the damaged area shall be repaired or replaced by the contractor to match the original finish.

D. Preparation: Thoroughly clean surfaces of all rust, scale, cement, and dirt from all equipment, piping or other work installed and leave ready for finish painting.

E. All exposed piping shall be painted. Paint with two (2) coats of paint. The color shall be industry standard color coding. Submit color code chart with sample color chips to Architect for review prior to starting work.

1.24 FIRESTOPPING

A. Penetrations through rated construction shall be sealed with a material capable of preventing the passage of flames and hot gases when tested in accordance with ASTM-EB14.

B. Notify Architect for inspection of all completed fire and/or smoke barrier walls before any construction is installed that may conceal the firestopping material installation.

C. Access to random selected areas may be required by the architect at the time of final inspection should notification not be given.

D. Provide detailed instructive cutsheets of fire penetration sealing system (firestopping) used to the architect at the time of inspection. Random selective sampling by the contractor will be observed by the architect and State Fire Marshal.

1.25 NOISE VIBRATION

A. General: Take the utmost precautions in the installation of the equipment, piping, and duct systems to prevent noise and vibration transmission. Noise levels determined by octave band analysis with all components of the mechanical system operating and the building completely furnished shall not exceed NC-35 in operations and office areas, and shall not exceed NC-45 in equipment areas. Where equipment and installations do not meet these limits, the contractor must provided necessary attenuation to reduce net noise levels to the above requirements.

B. Isolation of equipment: Equipment that would tend to cause noise or vibration shall be isolated to prevent noise transmission to the building or to other equipment.

C. Equipment Connections: Piping, conduit, or other connections to equipment shall be isolated. The contractor shall be responsible for the prevention of noise and vibration transmission through these connections to equipment.

1.26 PERMITS, INSPECTIONS AND TESTS

A. Contractor shall obtain and pay for permits, fees, etc., for the installation, inspection, service connections, verifying location or construction of the work which are required by any authority and/or agencies having jurisdiction.

B. Contractor shall arrange and pay for inspections, examinations and tests required to obtain complete and final acceptance of all mechanical systems. Contractor shall deliver certificates of all such inspections to the Architect.

C. Contractor shall notify Architect and local governing authorities before any tests are made and tests are not to be drawn off a line covered or insulated until examined and approved by the authorities. In the event defects are found, these shall be corrected and the work shall be retested.

D. Prior to requesting final inspection by the Architect, the contractor shall have a complete coordination and adjustment meeting of all of his subcontractors directly responsible for the operation of any portion of the system. At the time of this meeting, each and every sequence of operation shall be checked to assure proper operation. Notify the Architect in writing 10 days prior to this meeting instructing him of the time, date and whom you are requesting be present. This project shall not be accepted until the above provisions are met to the satisfaction of the Architect.

1.27 TRAINING OF MAINTENANCE PERSONNEL

A. Contractor shall provide on the job training for Owner's personnel upon completion of the work including testing and adjustment. Minimum 20 hours of onsite training shall include maintenance checks, lubrication of components, adjustment of control set points, and troubleshooting techniques of the air conditioning unit.

B. Contractor shall use factory start-up personnel to train the owner's maintenance personnel.

1.28 OPERATION AND MAINTENANCE INSTRUCTIONS

A. Provide Owner with four (4) copies of printed instructions indicating various pieces of equipment by name and model number complete with parts lists and maintenance and repair instructions. This information shall be bound in plastic covered notebooks. Submit the manuals to the Architect for approval.

B. Include all warranty certificates or statements in a separate section of the manuals. Provide all materials and test certificates for the final inspection.

C. Provide three (3) sets of DVDs of the operation and maintenance manuals.

1.29 GUARANTEE

A. Contractor shall guarantee all materials, equipment and workmanship for a period of one year from the date of final acceptance of the project. This guarantee shall include furnishing of all labor and material necessary to make any repairs, adjustments or replacement of any equipment, parts, etc., necessary to restore the project to first class condition. This guarantee shall exclude only the changing or cleaning of filters. Additional warranties beyond the above shall be furnished as specified elsewhere in these specifications.

B. If the contractor's office is in excess of a 50 mile radius of the project, he shall appoint a local qualified contractor to perform any emergency repairs or adjustments required during the guarantee period. The contractor appointed to provide emergency services shall be submitted to the Architect for his approval.

1.30 WARRANTIES

A. Assemble warranties executed by each of the respective manufacturers, suppliers, and subcontractors into a warranty book and prepare a table of contents.

B. Two (2) original signed copies of each warranty are required.

C. Provide complete information for each item including:

1. Product and work item.
2. Local supplying firm or manufacturer's dealer, with name of principal, address and telephone number.
3. Scope of warranty.
4. Date of beginning of warranty.
5. Duration of warranty.
6. Provide information for Owner:
   a. Proper procedure to evoke the warranty in case of failure.
   b. Instances which might affect the validity of the warranty.
7. Contractor, name of responsible principal, address and telephone number.
8. All contractors and manufacturers equipment warranties shall start at the acceptance of the project by the Owner.
9. Provide owner with contact information for warranties which extend beyond one year.

1.31 RECORD DRAWINGS

A. Contractor shall maintain two (2) sets of drawings of the original construction documents to utilize as markup sets to record field modifications from original construction documents. Once approval has been gained from the Architect, the contractor shall record these variances on the two (2) sets in a neat and readable manner. Noted shall be sizes, locations, changes in directions, etc. with distances dimensioned from columns, walls, inverts, etc. The maintenance and cost of these documents shall be the responsibility of the contractor.

1.32 DEMOLITION

A. This contractor shall do all demolition as shown on the plans. The contractor shall make the areas ready for the new construction work. All demolition debris, piping, equipment, etc., shall be removed from the site by this contractor. All demolition work shall be scheduled through the General Contractor to prevent interruption of any existing services. Do not start any demolition which would interrupt the building operation without scheduling with the Owner (schedule through the General Contractor).

B. The Owner shall retain first salvage rights to anything within the demolition area. If the Owner selected an item to be retained, then this contractor shall remove it with care and deliver the item to the Owner designated location on site. Anything not retained by the Owner shall become the property of the contractor and be removed from the site.

1.33 MATERIALS CONTAINING HAZARDOUS SUBSTANCES OR COMPONENTS

A. This contractor shall not provide any material or component of equipment which contains asbestos, lead based paint or PCBs. The contractor shall provide certificates or manufacturer's statements/letters to show that the products and/or building materials do not contain asbestos, lead based paint or PCBs.

B. If any product or building material is found to contain asbestos, lead based paint or PCBs, the contractor shall bear all cost for removal, abatement, and disposal of materials in accordance with all state and federal regulations. The contractor shall install replacement materials to the satisfaction of the Architect at no additional cost to the project.

C. During the construction, if the contractor suspects that any material in the building contains or is a hazard material (asbestos, lead, PCB, mercury, etc.) work shall be stopped to prevent disturbance and the Owner shall be notified immediately.

END OF SECTION 23 05 00

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 23 05 03 - BASIC MATERIALS AND METHODS FOR HVAC

PART 1 - GENERAL

1.1 DESCRIPTION

A. Type of piping for various systems shall be as specified herein.

B. All pipe shall be true and straight without sags or traps.

PART 2 - MATERIALS

2.1 REFRIGERANT PIPING/EQUIPMENT DRAIN PIPING

A. All refrigerant and equipment drain piping shall be government type "L" hard copper tube standard weight and thickness as made by Mueller, Chase, Anaconda or equivalent, unless indicated otherwise. Use Silfos 1000 degrees Fahrenheit solder on all joints.

B. Tubing shall be brought to the site with ends sealed.

2.2 A/C CONDENSATE DRAIN PIPING

A. All A/C condensate drain piping shall be government type "L" hard copper water tube of standard weight and thickness. Fittings shall be compatible with pipe. Use Silfos 1000 degrees Fahrenheit solder on all joints.

2.3 PIPE FITTINGS

A. All pipe fittings shall be same as piping specified unless indicated otherwise.

B. Fittings for refrigerant piping and other copper lines shall be solder type wrought copper, Nibco or equivalent.

2.4 PIPE SPECIALTIES

A. Dielectric unions shall be used between copper and iron pipe.

2.5 PIPE HANGERS AND SUPPORTS

A. This contractor shall furnish and install all foundations and supports required for his equipment unless indicated otherwise on the drawings.

B. This contractor shall furnish and install all escutcheons, inserts, thimbles, hangers, etc., required for the proper support and installation of his equipment and piping. Cooperate with other trades in locating and placing these items.

C. Provide sleeves for all pipes passing through walls, floors, beams, etc. Sleeves passing through structural members shall be of cast iron or Schedule 40 steel pipe. Sleeves passing through nonstructural walls or floors shall be of Schedule 10 galvanized iron. Joints between sleeves and pipes passing through floors shall be made watertight with plastic materials. Where pipes pass through floors shall be made watertight with plastic materials. Where pipes pass through waterproofing membrane, flashing sleeves shall be installed.

D. Provide malleable iron split ring hangers with rod supports throughout. Strap hangers or wire will not be accepted. Maximum spacing of hangers shall be 5 feet.

E. Provide galvanized iron shields between hangers and pipe covering.

F. Provide chrome plated brass escutcheons wherever pipes pass through floors, walls or ceilings in exposed or finished areas.

G. All piping projecting from chases shall be rigidly supported in the wall or chase. Loosely supported fixtures or accessories will not be accepted.

2.6 VALVES AND UNIONS

A. Furnish and install all valves, unions, stops, connections, etc., shown on plans and necessary to make a complete system in working order. Provide valves on inlet and outlet of all equipment and fixtures and on branch lines to fixtures or groups of fixtures, refer to Division 22.

2.7 MOTORS STARTERS AND ELECTRICAL WORK

A. The Mechanical Contractor shall furnish to Electrical Contractor for installation, all motor starters, start-stop push buttons and pilot lights for each piece of motor driven equipment unless shown otherwise.

B. The Electrical Contractor shall install all motor starters, start-stop push buttons and pilot lights as furnished by the Mechanical Contractor. The Electrical Contractor shall do all power wiring required for the installation of all mechanical equipment including equipment interlocking power wiring, etc. Temperature control wiring shall be furnished and installed by the Mechanical Contractor. All work shall be done in accordance with the National Electrical Code requirements and with wiring workmanship, etc., as called for in the Electrical Specifications. The Mechanical Contractor shall provide approved wiring diagrams of all equipment, controls, etc., to the Electrical Contractor for his installation. Coordinate all work to provide a complete system in working order. All wiring shall be plenum rated.

C. All motors for the mechanical equipment shall be of the 40 degrees Celsius rise type and shall be furnished and installed by the Mechanical Contractor. All motors shall be wound for +/- 10 percent of the specified voltage. Motors shall be voltages indicated on drawings. All motors shall have copper windings, Class F insulation and shall be rated for continuous duty service. All three-phase motors shall be inverter-duty type motors.

D. All electrical equipment shall have UL label or ETL label and shall meet the standards of the National Electrical Code and NEMA.

E. Starters for single phase motors 1/2 HP and below shall be furnished with pilot light and "hand-off-auto" selector switch where required.

F. Starters for three-phase, single speed motors shall be stepless solid state soft starter with "hand-off-auto" selector switch, three overload relays and auxiliary contacts as required. The starter shall operate at manufacturers ratings with 10 percent and -15 percent applied voltage tolerance and be capable of operating continuously under ambient temperatures of 0 to 50 degrees Celsius. The starter control circuitry shall be designed for current ramp operation and utilize current feedback for closed loop operation to minimize variation of acceleration time with varying load conditions. The starter shall use metal oxide varistors to clip transient voltage spikes on incoming power lines with protection to limit the rate of rise of voltage spikes to protect the SCR's from damage. The starter shall provide electronic motor overload protection. The starter shall shut down (or shall not start) to protect itself from either phase loss or phase rotation. The starter shall have adjustments for initial torque, pulse, ramp up time, ramp down time, and current limit. The starter shall have a main trip breaker to act as a disconnect and necessary contactors. The starter shall have contacts for remote starting from a building energy management system.

G. Mechanical contractor shall provide and install all smoke dampers and smoke or duct detectors. The electrical contractor shall provide and install all wiring/interlocks with fire alarm.

2.8 ACCESS PANELS

A. Furnish and install access panels where valves, dampers, etc., are concealed in walls, ceilings, floors or otherwise inaccessible. Panels shall be Milcor, Babcock, Larsen, MIFAB, Acudor, Nystrom or equivalent. All access panels shall be minimum 18 inches X 18 inches hinged with flush latch and lock. The panels shall be constructed of minimum 18 gauge stainless steel. Frame flange shall be minimum 1-1/2 inches wide. Rated panels shall have U.L. rating for type wall of ceiling where located.

B. Access panels located in rated walls, floors, or ceilings shall be so rated and installed per manufacturer's recommendations to maintain rated integrity.

PART 3 - EXECUTION

3.1 PIPING

A. Perforated strap hangers shall not be allowed for any part of the hangers.

B. Pipe shall be cut accurately to measurements established at the building and shall be worked into place without springing or forcing. Care shall be taken not to weaken structural portions of the building. Service pipes, valves, and fittings shall be kept a sufficient distance from other work and other services to permit not less than 1/2 inch between finished covering and other work and not 1/2 inch between finished covering on the different services.

C. Expansion and contraction of piping: Allowance for expansion and contraction shall be made throughout. Sufficient flexibility shall be provided for expansion and contraction of piping. Flexibility shall be provided by installing one or more turns in the line so that the piping will spring enough to allow for expansion without straining.

D. Joints: Tubing shall be cut square, and butts shall be removed. Both inside of fittings and outside of tubing shall be well cleaned with steel wool before sweating. Care shall be taken to prevent annealing of fittings and hard drawn tubing when making connections. Installation shall be made by competent workmen in accordance with manufacturer's recommendation. Mitering of joints for elbows and notching of straight runs of pipe for tees will not be permitted. Joints for soldered fittings shall be made with a noncorrosive paste flux and solid string of wire solder. Cored solder will not be permitted.

E. Pipe sleeve, hangers, and supports: These items shall be furnished and set and the contractor shall be responsible for their proper and permanent location.

1. Pipe sleeves - Install sleeves for all pipes passing through footings, floors, and walls. Clearance between sleeves and pipe covering and/or pipes shall be approximately 1/4 inch. Construction shall not be cut except where approved by the Architect. Where cutting of construction is permitted, the construction shall be repaired to match its original condition. Sleeves shall not be installed in structural members except where indicated. Sleeves are not required for wall hydrants.
   a. Install sleeves for pipes that pass through walls. Sleeves that pass through walls shall be cut flush with surfaces. The space between sleeves and pipe or covering shall be sealed with graphite packing and synthetic rubber caulking compound.
   b. Install sleeves where pipes pass through waterproofing membrane. The sleeves shall be provided with an integral flashing flange or a clamping device to which a 4 pound lead flashing shield shall be clamped or soldered. The shield shall extend 12 inches from the pipe and shall be thoroughly mopped into the membrane. The space between the sleeve and pipe shall be made watertight by inserting an oakum gasket, filling the remaining space with lead, and thoroughly caulking.
2. Threaded pipe - Support pipes at 4 foot intervals.

3. Copper tubing - Support tubing at not more than 5 foot intervals. Hangers for copper tubing except where protective shields are installed shall have proper size rings to suit outside diameter of tubing and the hangers or supports shall be copper or copper plated at contact surfaces.
4. Underground piping - Lay pipe on a firm bed for its entire length, except where support is otherwise provided.
5. Vertical piping - Supports shall be at each floor. Horizontal piping - Hangers and supports shall be installed at locations not more than 3 feet from the end of each run out. A hanger shall be installed not over 1 foot from each change in direction of piping.

F. Unions: Provide nonconducting type connections wherever jointing dissimilar metals in open systems. Brass adapters and valves are acceptable.

END OF SECTION 23 05 03

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 23 05 93 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Division 23 Specification Sections, drawings, and general provisions of the contract apply to work of this section, as do other documents referred to in this section.

1.2 SCOPE OF WORK

A. The Mechanical Contractor shall obtain the services of an independent test and balance company which specializes in the testing and balancing of heating, ventilating and air conditioning (HVAC) systems to test, adjust and balance all HVAC systems in the building(s). These services shall not be provided by the installing mechanical contractor on the project but shall be a direct subcontractor of the mechanical contractor.

1. Agency shall provide proof of having successfully completed at least five projects of similar size and scope. Work by this Agency shall be done under direct supervision of a qualified Heating and Ventilating Technician employed by Agency.
2. Instruments used by Agency shall be accurately calibrated and maintained in good working order.
3. If requested, conduct tests in presence of Engineer.
4. Agency shall be approved in writing by Engineer. Mechanical Contractor shall not be permitted to do this work. Submit qualifications for review.

B. The work included in this section consists of furnishing labor, instruments, and tools required in testing, adjusting and balancing the HVAC systems, as described in these Specifications or shown on accompanying drawings. Services shall include checking equipment performance, taking the specified measurements, and recording and reporting the results.

C. **Test and Balance agency shall be present for factory start-up of equipment when factory startup is required.**

D. Representatives of the test and balance company shall visit the job to review the installation. After each site visit, the test and balance company shall report to the Architect any items that are not installed properly, are missing from the Contract Documents or items that are required to enable him to perform the testing and balancing of the HVAC systems as per normal standard practice. After review, the Architect shall instruct the contractor to implement the recommendations at no additional cost to the Owner if these items were specified in the original scope of the project.

E. Upon completion of the HVAC system installation, the test and balance company shall perform all testing and balancing with the full cooperation of the contractor and his subcontractors. The contractor shall make changes and/or adjustments to the HVAC system components that are required by the test and balance company to accomplish

proper balancing. The TAB agency shall not supply or install any materials or balancing devices such as pulleys, drives, belts, etc. All of this work by the contractor shall be performed at no additional cost to the Owner.

F. Balancing agency shall be represented at final inspection meeting by qualified testing personnel with balancing equipment and two (2) copies of air balancing test report.

G. The test and balance report shall be submitted to the Architect for review by his Mechanical Engineer. If the Mechanical Engineer agrees with the report, he shall sign it and return it to the Architect. If he does not concur with the report, he shall meet with the Test and Balance Company to determine what needs to be done to obtain a properly balanced system.

H. After the Mechanical Engineer signs the testing and balancing report, the Test and Balance Company shall supply four (4) copies of the final and complete report to the Architect for inclusion in the Operation and Maintenance Manuals.

1.3 The items requiring testing, adjusting, and balancing include (but are not restricted to) the following:

A. AIR SYSTEMS:
Air Handling Units
Fans
Zone Branch and Main Ducts
Diffusers, Registers, Grilles and Dampers
Coils (Air Temperatures)
Valves
Vibration Isolators
Duct Smoke/Pressure Leak Testing

1.4 SCHEDULING

A. Award test and balance contract to approved agency upon receipt of contract to proceed to allow Agency to schedule this work in cooperation with other Sections involved and comply with completion date.

1.5 DEFINITIONS, REFERENCES, STANDARDS

A. All work shall be in accordance with the latest edition of the Associated Air Balance Council (AABC) National Standards or the latest standards of the National Environmental Balancing Bureau (NEBB). If these contract documents set forth more stringent requirements than the AABC National Standards or the NEBB Standards, these contract documents shall prevail.

1.6 QUALIFICATIONS

A. Agency Qualifications: The TAB agency shall be a current member of the AABC,NEBB or TABB.

B. Prior to working on this project, the technicians shall attend training provided by the manufacturer of the various equipment on this project on the specific aspects of balancing the equipment. Include letters or certificates from the manufacturer on attendance and satisfactory completion of the factory training. These certifications may be used for continuing education. At a minimum, the technicians shall receive training from the air distribution equipment manufacturer, air unit manufacturer, and temperature controls manufacturer. This should be done prior to any equipment start-ups.

1.7 SUBMITTALS

A. Qualifications: The TAB agency shall submit a company resume listing personnel and project experience in air and hydronic system balancing and a copy of the agency's test and balance engineer (TBE) or technician certificate.

B. Procedures and Agenda: The TAB agency shall submit the TAB procedures and agenda proposed to be used.

C. Sample Forms: The TAB agency shall submit sample forms, which shall include the minimum data required by the AABC National Standards or the NEBB Standards.

D. Submit continuing educations training on each lead technician working on the project.

1.8 TAB PREPARATION AND COORDINATION

A. Shop drawings, submittal data, up-to-date revisions, change orders, and other data required for planning, preparation, and execution of the TAB work shall be provided when available and no later than 30 days prior to the start of TAB work.

B. System installation and equipment startup shall be complete prior to the TAB agency's being notified to begin.

C. The building control system (BCS) contractor shall provide and install the control system, including all temperature, pressure and humidity sensors. These shall be calibrated for accurate control. If applicable, the BCS contractor shall install all necessary computers and computer programs, and make these operational. Assistance shall be provided as required for reprogramming, coordination, and problem resolution. The BCA contractor shall provide all necessary software to the TAB Agency at no additional cost.

D. All test points, balancing devices, identification tags, etc., shall be accessible and clear of insulation and other obstructions that would impede TAB procedures.

E. Qualified installation or startup personnel shall be readily available for the operation and adjustment of the systems. Assistance shall be provided as required for coordination and problem resolution.

F. If, upon commencing the work, the TAB contractor finds that the systems are not ready, or if a dispute occurs as to the readiness of the systems, the TAB contractor may request an inspection to be made by the Designer's Mechanical Engineer. This inspection shall establish to the satisfaction of the represented parties whether or not the systems meet the basic requirements for testing and balancing. Items that are determined to be not ready for testing and balancing shall be completed by the Mechanical Contractor and placed in operational readiness before TAB services are again requested.

1.9 TAB REPORTS

A. Final TAB Report: The TAB agency shall submit the final TAB report for review by the Engineer. On plans provided, all outlets, devices, HVAC equipment, etc., shall be identified, along with a numbering system corresponding to report unit identification. The TAB agency shall submit an AABC or NEBB "National Project Performance Guaranty" assuring that the project systems were tested, adjusted and balanced in accordance with the project Specifications and AABC or NEBB National Standards.

B. Submit four (4) copies of the final TAB report to the Architect for inclusion in the Operation and Maintenance Manuals.

PART 2 - INSTRUMENTATION

2.1 All instruments used for measurements shall be accurate and calibrated. Calibration and maintenance of all instruments shall be in accordance with the requirements of AABC or NEBB National Standards.

PART 3 - EXECUTION

3.1 GENERAL

A. General Contractor with Mechanical Contractor shall put heating, ventilating, and cooling systems and equipment into full operation and continue their operation during each working day of testing and balancing.

B. Air Balance and Testing Agency shall perform tests specified, compile test data, and submit four (4) copies of complete test data to contractor for forwarding to Engineer for evaluation and approval.

1. Approved copies of report shall be bound in Operations and Maintenance manuals.

C. System shall be completely balanced and all reports submitted to Engineer prior to prefinal inspection.

D. The specified systems shall be reviewed and inspected for conformance to design documents. Testing, adjusting and balancing on each identified system shall be performed. The accuracy of measurements shall be in accordance with AABC or NEBB National Standards. Adjustment tolerances shall be + or -10 percent unless otherwise stated.

E. Equipment settings, including manual damper quadrant positions, valve indicators, fan speed control levers, and similar controls and devices shall be marked to show final settings.

F. All information necessary to complete a proper TAB project and report shall be per AABC or NEBB standards unless otherwise noted. The descriptions of work required, as listed in this section, are a guide to the minimum information needed.

G. TAB contractor shall cut insulation, ductwork and piping for installation of test probes to the minimum extent necessary to allow adequate performance of procedures. Upon completion, patch insulation, ductwork and housings using materials identical to those removed. Seal insulation to reestablish integrity of the vapor barrier.

H. TAB work shall include additional inspection and adjustment of components during the season following the initial balance to include re-balance of any items influenced by seasonal changes or as directed by the Owner.

3.2 AIR SYSTEMS

A. **TESTING PROCEDURE**
Air Balance and Testing Agency shall perform following tests and balance system in accordance with following requirements. Perform the following tests at high and low speeds of multi-speed systems and single speed system.

1. Make periodic inspections of the installation of the systems. Provide reports of each inspection. Coordinate and verify the installation of all balancing dampers, fire dampers, etc.
2. Smoke test or pressure test each low pressure steel duct system to test for air tightness. Use zinc chloride smoke candles or titanium tetrachloride ampules (sticks) to generate smoke.
   a. If ducted systems leak, do not continue with air balance. Report findings to Engineer in writing and begin testing again after Mechanical Contractor has repaired ducts or applied duct sealers.
   b. If ducted systems appear air tight, proceed with air balance procedure as outlined below.
   c. Include in air balance report a letter indicating smoke testing has been accomplished and a report of findings regarding airtightness of each ducted system.

   d. Maximum leakage loss shall not exceed 2 percent. If losses are greater, the Mechanical Contractor shall correct the leakage, then the test and balance agency shall retest the ductwork.
3. Test and adjust blower rpm to design requirements.
4. Test and record motor full load amperes.
5. Make Pitot Tube traverse of main supply and return and obtain design cfm.
6. Test and record system static pressures, suction, and discharge.
7. Test and adjust system for design cfm air.
8. Test and adjust system for design cfm outside air.
9. Test and record entering air temperatures (db heating and cooling).
10. Test and record entering air temperatures (wb cooling).
11. Test and record leaving air temperatures (db heating and cooling).
12. Test and record leaving air temperatures (wb cooling).
13. Adjust main supply and return air ducts to proper design cfm.
14. Adjust zones to proper design cfm, supply and return.
15. Test and adjust each diffuser, grille, and register to within 10 percent of design requirements.
16. Identify each diffuser, grille, and register to location and area.
17. Identify and list size, type, and Manufacturer of diffusers, grilles, registers, and testing equipment. Use Manufacturer's rating on equipment to make required calculations.
18. In readings and tests of diffusers, grilles, and registers, include required fpm velocity and test fpm velocity and required cfm and test cfm after adjustments.
19. In cooperation with Mechanical Contractor, set adjustments of automatically operated dampers to operate as specified, indicated, or noted.
20. Adjust diffusers, grilles, and registers to minimize drafts.
21. Verify the calibration of temperature control devices, thermostats, etc.
22. Verify all control sequences with specifications.
23. Include manufacturer's performance data with reports.
24. Schedule inspections to verify original test and balance of systems within 90 days of acceptance by Owner. Make opposite season adjustment and inspection of systems at one year after acceptance by Owner. Submit reports after each inspection. Submit schedule as part of initial report.

B. Where systems supplied to job site provides over 5 percent more air than schedule requirements, rooms supplied by that system shall have their supply air quantities increased by the ratio of the actual total air quantity supplied to the minimum air quantity required by the schedule.

C. The TAB agency shall verify that all ductwork, splitters, extractors, dampers, grilles, registers, and diffusers have been installed per design, are functional and set full open. Any leakage in the ductwork shall be repaired prior to the test. The TAB agency shall perform the following TAB procedures in accordance with the AABC National Standards or NEBB Standards:

1. Fans
   a. Fan Speeds--Test and adjust fan RPM to achieve design cfm requirements.
   b. Current and Voltage--Test and record motor voltage and amperage, and compare data with the nameplate limits to ensure fan motor is not in or above the service factor.

c. Pitot-Tube Traverse--Perform pitot-tube traverse of the main exhaust ducts to obtain total CFM. If a pitot-tube traverse is not practical, an explanation of why a traverse was not made must appear on the appropriate data sheet.
d. Static Pressure--Test and record system static pressure, including the static pressure profile of each exhaust fan.

2. Zone, Branch, and Main Ducts
   a. Adjust ducts to within design cfm requirements. As applicable, at least one zone balancing damper shall be completely open. Multi-diffuser branch ducts shall have at least one outlet or inlet volume damper completely open.
3. Diffusers, Registers, and Grilles
   a. Tolerances--Test, adjust, and balance each diffuser, grille, and register to within 10 percent of design requirements. Minimize drafts.
   b. Identification--Identify the type, location, and size of each grille, diffuser and register. This information shall be recorded on air outlet data sheets.
4. Coils
   a. Air Temperature--Once air flow are set to acceptable limits, take wet bulb and dry bulb air temperatures on the entering and leaving side of each cooling coil. Dry bulb temperature shall be taken on the entering and leaving side of each heating coil.
5. Air Handling Units:
   a. Location, manufacturer, model number, serial number, motor manufacturer, fan and motor sheaves, belts. Required and test data with unit operating at full air flow conditions (all space thermostats calling for cooling) for each of following: total CFM, return and outside air CFM, total static pressure, suction and discharge static pressures across unit fan, HP, amperage, voltage, fan RPM. Verify performance of static pressure controls, vane operators, dampers and controls. Adjust and/or change pulleys and belts as required to obtain delivery of system specified or required full load air quantities.
6. Control Systems:
   a. Verify all control sequences and calibration of all thermostats and sensors.
7. Equipment Start-up:
   a. The Test and Balance Contractor shall be on site to witness and record all factory start-up of mechanical equipment. Include start-up reports in final balancing report.

3.3 INDOOR AIR QUALITY VERIFICATION:

A. The TAB agency shall take measurements at minimum outside air. It shall measure temperature and humidity uniformity throughout the space, check filter installation for proper fit, seal and operation and verify condensate drain operation. The TAB agency shall note any water damage or obvious contamination sources from inside or outside.

B. The TAB agency shall prepare a short report showing the results and location of each test, a summary of the HVAC operating conditions, and a listing of any discrepancies.

3.4 ADDITIONAL TAB SERVICES:

A. Job Site Inspections:
During construction, the TAB agency shall inspect the installation of pipe systems, sheet metal work, temperature controls, and other component parts of the HVAC systems. The TAB agency shall submit a written report of each inspection to the Architect.

B. Duct Leakage Testing:
The Installing Contractor shall isolate and seal sections of ductwork for testing. The pressurization fan and test apparatus shall be connected to the test section and the test performed. The test pressure required and the amount of duct to be tested shall be described by the engineer in the appropriate duct classification section. All testing shall be based on one test per section.

C. Verification of HVAC Controls:

1. The TAB agency shall be assisted by the building control Systems Contractor in verifying the operation and calibration of all HVAC and temperature control systems. The following tests shall be conducted:
2. Verify that all control components are installed in accordance with project requirements and are functional, including all electrical interlocks, damper sequences, air and water resets, fire and freeze stats, and other safety devices.
3. Verify that all controlling instruments are calibrated and set for design operating conditions.

D. Temperature Testing:
To verify system control and operation, a series of three temperature tests shall be taken at approximately two hour intervals in each separately controlled zone. The resulting temperatures shall not vary more than 2 degrees Fahrenheit from the thermostat or control set point during the tests. Outside temperature and humidity shall also be recorded during the testing periods.

E. TAB Report Verification:
At the time of final inspection, the TAB agency may be required to recheck, in the presence of the Owner's representative, specific and random selections of data, air quantities, and air motion recorded in the certified report. Points and areas for recheck shall be selected by the Owner's representative. Measurements and test procedures shall be the same as approved for the initial work for the certified report. Selections for recheck, specific plus random, will not exceed 10 percent of the total number tabulated in the report.

F. Kitchen Hood Testing:
The TAB agency shall test and adjust kitchen hood total air flow by duct pitot-tube traverse if applicable under local code. If a pitot-tube traverse is not practical, an explanation of why a traverse was not made must appear on the appropriate data sheet. All sealing of test holes in the exhaust duct to be by others per local code requirements. The TAB agency shall test and record face velocities in accordance with design requirements. It shall test and adjust makeup air flow (if included) to meet design face velocities and pressurization and to minimize turbulence.

G. Building/Zone Pressurization:
The TAB agency shall test and adjust building/zone pressurization by setting the design flows to meet the required flow direction and pressure differential. For positive pressure areas, it shall set the supply air to design flow, and gradually reduce the exhaust air rate to obtain the required flow or pressure difference. For negative pressure areas, it shall set the supply air to design flow, and gradually increase the exhaust air rate to obtain the required flow or pressure difference.

END OF SECTION 25 05 93

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SECTION 23 07 00 - MECHANICAL INSULATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Pipe insulation installation shall not begin until all work has been tested and found to be tight. All insulation shall be UL listed and have a flame spread of less than 25 and a developed smoke rating less than 50. All insulation shall be banded with aluminum bands, three per section. All insulation shall be continuous through walls, floors, ceilings, etc.

PART 2 - MATERIALS

2.1 CONDENSATE DRAIN PIPING

A. Insulate condensate drain piping with 3/4 inch thick closed cell rubber type insulation.

2.2 REFRIGERANT LINES

A. Insulate all refrigerant suction lines with 1 inch thick closed cell rubber insulation. Apply two (2) coats of black mastic where the lines are exposed to the weather. Refrigerant piping below grade shall be installed in watertight PVC sleeve.

2.3 AIR CONDITIONING DUCTWORK

A. Insulate all ducts above ceiling with one layer of 3 inch thick, 3/4 pound density flexible Fiberglass duct insulation with aluminum foil facing. Duct insulation to be applied with 2 inches lap of facing sealed with tape and outward clinch staples. Seal all joints with 2 inch wide vapor barrier tape. An additional band of tape shall be applied between the circumferential joints for a maximum 2 foot spacing of taped bands.

B. The ductwrap shall have a minimum installed R-value of 8.5 and shall comply with Energy Code requirements..

2.4 HORIZONTAL WASTE PIPING

A. All horizontal waste lines and traps above first floor slab which receive condensate from air conditioning equipment, roof drain bodies, shall be insulated same with 2 inch thick, 3/4 pound density fiberglass insulation with aluminum foil vapor barrier or closed cell rubber insulation.

2.5 KITCHEN HOOD EXHAUST DUCTWORK

A. Refer to Kitchen Hood specifications section.

2.6 INSULATION BANDS

A. All pipe insulation shall be banded with nylon tie-wrap bands, three to a section, and with one band on each side of each fitting, valve, etc.

2.7 FLANGES, VALVES AND FITTINGS

A. All flanges, valves and fittings shall be insulated with fabricated fiberglass molded fitting insulation, using factory fabricated fittings up to 3 inches and fabricated mitered segments of pipe insulation equal in thickness to the insulation to the adjoining pipe. All fabricated mitered segments shall be covered with matching embossed vapor barrier laminate.

PART 3 - INSTALLATION

3.1 Provide clearance for installation of insulation and for access to valves, air vents, drains and unions.

A. Insulation Installation:

1. Do not install covering before piping has been tested and approved.
2. Ensure piping surface is clean and dry prior to installation.
3. Ensure insulation is dry before and during application.
4. Insulation shall be continuous through walls, floors and ceiling. Pack around pipes with fire proof self-supporting insulation material, fully sealed.
5. Insulate fittings and valves. The end of the insulation shall be fitted with a metal escutcheon plate with set screw or taped neatly with pressure sensitive fiberglass reinforcing cloth.
6. All joints shall be sealed with 3 inch wide fiberglass reinforcing cloth with pressure sensitive adhesive.
7. Pipe insulation at Hangers and Supports: Pipe insulation at hanger and support shall be protected with a half circular shield of the size of the insulation and 12 inches long constructed from 20 gauge galvanized steel. The shield shall be held in place with the fiberglass reinforcing cloth and pressure sensitive adhesive. Where pipes pass through walls, ceiling and floor in finished areas, escutcheon plates shall be installed to encompass pipe and insulation. Escutcheon plates shall be chromed brass or stainless steel and shall be either solid or the clamp on split type.
8. Painting of fiberglass pipe jacket is not required. Piping shall be painted colors as standard in this facility.

END OF SECTION 23 07 00

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SECTION 23 09 00 - TEMPERATURE CONTROLS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. Refer to Section 23 05 00, Section 23 05 03, Section 23 30 00 and Section 23 70 00, provisions of which apply to work under this Section.

B. All control systems shall be furnished complete and functioning.

C. Coordinate all control work with the mechanical and electrical contractors. Contact the Test and Balance Contractor and notify them as to when controls work shall be installed. Test and Balance controller shall verify controls systems installation and proper operations.

1.2 DESCRIPTION OF WORK

A. Provide a complete system of "hard-wired" automatic controls (wireless unacceptable) as indicated herein. Control system shall consist of all thermostats, sensors, actuators, operators, wiring, switches, relays and control panels necessary to accomplish the control sequence specified herein.

1.3 RELATED WORK IN OTHER SECTIONS

A. For extent of power wiring and connection to mechanical equipment under Electrical Work, refer to Division 26.

B. For control devices furnished with equipment, refer to equipment specifications and schedules. Any controls equipment not specifically called for elsewhere shall be provided by controls contractor. All control wiring shall be done by controls contractor.

C. All power for control devices such as actuators, operators, fire/smoke dampers, control dampers, etc. shall be furnished, installed and wired by the Controls Contractor. Controls Contractor may use 24 VAC or 120 VAC for the control system. The controls contractor shall be responsible for obtaining the necessary power and pay all costs associated with obtaining power to controls and controls equipment.

D. All interior control wiring shall be installed in galvanized EMT conduit. The last 6 inches at connection to equipment shall be flexible metal conduit. All control wiring on exterior of building shall be in Seal-Tite conduit and/ or Liquid Tight flexible conduit.

E. All control wiring shall be furnished and installed by this contractor.

1.4 SERVICE

A. Installing Contractor (Mechanical Contractor or subcontractor under the Mechanical Contractor) shall maintain adequate automatic control personnel on his payroll to provide back-up project control service on the automatic control system provided under this contract.

1.5 WARRANTY

A. Contractor shall warranty all work performed under this contract to be free of any defects in workmanship or material for a period of one year after final acceptance by the Owner's representative. The installing controls contractor shall include a second year of extended warranty to cover all parts and labor. The warranty and extended warranty shall include quarterly calibration and set-up checks of all controls. THIS WARRANTY DOES NOT START ON DATE THAT THE MECHANICAL EQUIPMENT IS STARTED.

1.6 SUBMITTAL

A. Submit shop drawings and product data sheets indicating configuration, general assembly, and materials used in fabrication.

B. Submit manufacturer's installation instructions. Instructions shall include complete wiring diagrams drawn specifically for this project.

1.7 OPERATION AND MAINTENANCE

A. Include manufacturer's descriptive literature, operating instructions, and maintenance data.

1.8 QUALITY ASSURANCE

A. Manufacturer shall be a company specializing in products of the type specified in this section. All components shall be Class A quality commercial or industrial grade for installation in locations or environments shown on plans.

1.9 SYSTEM RESPONSIBILITY

A. The entire control system, shall be furnished by a single source manufacturer who shall be responsible for the entire system. The installations shall be by technicians employed by the controls system manufacturer.

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PART 2 - PRODUCTS

2.1 FIRESTATS AND SMOKE DETECTORS

A. Duct smoke detectors shall be furnished and installed by mechanical contractor. Install a smoke detector in the supply air section/duct and return air section/ duct of each unit delivering over 2000 cfm to stop the fan and close the outside air dampers in the event of excessive temperature or smoke. Firestats to be provided in the return air units of all units over 600 cfm.

B. Smoke detectors shall be addressable and compatible with the fire alarm system.

C. Where and when the building does not have a fire alarm system, provide a remote annunciator with remote reset for each detector.

D. All smoke detectors shall have remote reset.

2.2 TEMPERATURE CONTROLLER

A. Refer to Section 23 70 00, Packaged Outside Air Unit for controller.

2.3 WIRING

A. Factory mount and wire controls. Mount electrical components in control box with removable cover. Provide clearance for access to controls (36 inch clearance).

B. Provide terminal strip(s) for field wiring of thermostat, communications and power source. DO NOT USE WIRE NUTS IN JUNCTION BOX.

C. All wiring shall comply with local and national electric codes and the manufacturer's published installation manual.

D. Provide terminal strip(s) for field wiring of air conditioning unit input connections, duct temperature sensor, velocity sensor, static pressure sensor, communications, start/stop devices, VFD controls, time clock, bypass damper motor and power wiring, etc. Do not use wire nuts on loose wire. All wire shall be in conduit, flexible conduit or wiring harness.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Division 26, ELECTRICAL, shall be responsible for point to point wiring of all starters and starting switches not factory installed in the HVAC equipment.

B. Install all components of control systems under this Section using experienced control mechanics, all in the regular employ of the Installing Contractor, or the apparatus manufacturer.

3.2 WIRING

A. Install all control, pilot circuit and interlock wiring, including wiring through interposed safety or other auxiliary control devices within the confines of the mechanical equipment only. Wiring of thermostats shall be by the Mechanical Contractor.

B. All wiring shall conform to the Local and National Electrical Codes.

C. All control and interlock wiring shall be fused at conductor capacity as shown in the National Electrical Code.

D. No splices will be allowed except at junction boxes and control centers.

E. All wires to each control device must be different colors. All wires to each device must be laced or tied at point of entry into control panel and tagged as to its point of origin.

F. All wires shall be run directly from controller or controlled device to control center. There shall be no looping of wires from one device to another external to the control centers.

G. Control voltage shall be a maximum of 120-volt, unless otherwise indicated herein.

H. Control or interlock wiring shall not be run in conduit with any power wiring other than that serving the equipment controlled.

I. Refer to Division 26, ELECTRICAL, for extent of work under that Division. Provide other wiring systems required to accomplish the work of this Section, following requirements of Division 26 for products and execution.

J. Wiring connection to terminal posts shall be made by means of compression type lugs. Wire splices shall be made with sketch locks.

K. Safety devices in motor control circuits shall be wired to interrupt the holding coil circuit regardless of the position of any selector switches in the circuit.

L. Control circuit conductors shall be sized for a maximum voltage drop of 10 percent of the circuit voltage.

M. All electrical power wiring shall conform in all respects with the provisions of the National Electrical Code and Division 26, ELECTRICAL, of the Specifications.

N. Provide all necessary contactors, switches, transformers to accomplish operating sequences.

3.3 SYSTEM CHECK-OUT

A. Check-out each system for control function through entire sequence, check calibration of instruments, reset instruments control points.

B. Owner maintenance personnel shall be made thoroughly familiar, by the contractor, with the operation and service of the project automatic temperature control circuits.

3.4 SOFTWARE FOR CONTROLS SYSTEMS

A. All software required for the operation of the temperature control system shall be furnished with the control system. The temperature controls manufacturer/contractor shall furnish the software plus two years of software updates.

B. The software shall be provided in original sealed packaging with all written/printed documentation to the Test and Balance Contractor for use in balancing the project. The temperature controls contractor shall turn the software over to the owner upon completion of the project.

END OF SECTION 23 09 00

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SECTION 23 28 13 - COMMERCIAL KITCHEN HOODS

PART 1 - GENERAL

1.1 GENERAL

A. The General Section the Mechanical Specification is a part of the Commercial Kitchen Hood Specification and applies same as if herein specified.

1.2 SCOPE OF WORK

A. Furnish and install all materials, labor, tools, equipment and working plans as required to install and place in operation the complete Kitchen Hood System.

1.3 WORK INCLUDED

A. The work shall include but not be limited to the following:

1. All exhaust/make-up air ductwork
2. Fan packages
3. Kitchen hoods (Existing)
4. Insulation and controls

1.4 PLANS AND DIAGRAM

A. Working plans (drawings) shall be prepared by the contractor before commencing hood installation. The working drawings (plans) shall be detailed and submitted by the contractor to the following for approval:

1. State Fire Marshal/AHJ

B. Drawings must first be submitted to the Mechanical Engineer (POR) for approval. POR will then forward the plans to the State Fire Marshal/AHJ. Drawings must be submitted in conjunction with hood Fire Suppression Drawings. Refer to the State Fire Marshal's website for all fees, checklists, forms and requirements for submittal.

1.5 PERMITS, INSPECTIONS AND TESTS

A. All permits, fees, etc., for the installation, inspection, review or construction of the work which are required by any authority and/or agencies having jurisdiction, shall be obtained and paid for by the contractor.

B. All inspections, examinations and tests required shall be arranged and paid for by the contractor as necessary to obtain complete and final acceptance.

PART 2 - MATERIALS

2.1 KITCHEN HOOD EXHAUST DUCTWORK

A. All kitchen hood exhaust ductwork shall be constructed of 16 gauge black iron with weld seams and joints. All seams and joints shall be liquid tight. All construction of ductwork shall be in compliance with NFPA 96.

B. Cover the kitchen exhaust with a flexible wrap system listed and labeled (labeling on scrim shall include product name and certification mark) by a NRTL, Nationally Recognized Testing Laboratory. System shall be tested per internal fire test ASTM E 2336 and per ASTM E 119 engulfment test and achieve a 2 hour fire resistance rating. Wrap system shall be fully encapsulated to resist moisture absorption. System shall provide zero clearance to combustible protection at all locations on the system surface. Access doors shall be installed per the manufacturer's instructions to comply with local code. A listed and labeled firestop system must be available to seal the opening where the protected grease duct penetrates a fire rated floor or wall. The field applied grease duct enclosure system must be mechanically attached to the duct using steel banding and/or weld pins per manufacturer's instructions. System shall be NFPA 96 approved. Material shall be Unifrax FryeWrap® Elite® 1.5 3M Fire Barrier 615+ or prior approved equivalent.

2.2 KITCHEN HOOD FAN PACKAGE

A. Provide roof top pre-engineered exhaust and supply fan package(s) in sizes and quantities as shown on plans. The fan packages shall be a complete system manufactured and assembled by Greenheck, (Accurex) or prior approved equal.

B. The exhaust fan shall be constructed of heavy gauge aluminum. The fan wheel and cone shall be aluminum and of the high performance, centrifugal blower type, statically and dynamically balanced. The exhaust fan shall be constructed as to include a built-in grease drain. Motor and drives shall be isolated from the exhaust airstream and shall be located in a chamber cooled by air brought in through a tube from a location free of discharge contaminates. The entire drive assembly and wheel as unit shall be serviceable and removable through the support structure without dismantling the fan housing. The wheel shaft shall be mounted in heavy duty ball bearings. Drives shall be sized for 165 percent of driven horsepower. Motor pulleys shall be of the adjustable type for final system balancing made of cast iron and be keyed to motor and wheel shafts. The entire drive assembly shall be mounted in rubber vibration isolators. The exhaust fan assembly shall also include a rigid bird screen mounted within the discharge perimeter and a thermal barrier insulating the wheel compartment from the drive compartment. The fan shall be AMCA approved for sound and air performance and also shall be U.L. listed for grease removal in accordance with Underwriters Laboratories standards.

C. The supply fan unit shall be of the belt-driven, double width, double inlet, forward curved centrifugal blower type. The blower assembly shall be mounted on vibration isolators. Drives shall be sized for a minimum of 165 percent of driven horsepower. All exterior housing components of the supply unit shall be constructed of minimum 18 gauge galvanized steel, painted with a weatherproof finish that has been baked for durability. Heavy gauge adjustable angle iron support legs shall be furnished as required. The inlet of the unit shall contain bird screen and a bank of washable, removable air filters. Filters shall be of 1 inch aluminum mesh type, coated with filter adhesive compound and shall be U.L. Classified. The total fan package shall be furnished with a pre-wired control center which shall include, but not be limited to, a master-fused disconnect for main power. Connection, magnetic motor starters with thermal overloads and manual reset, fused 24-volt control transformer and distribution terminal strip for control wiring connection. All electrical components shall be U.L. Listed, Approved or Classified where applicable and wired in compliance with the National Electrical Code. Wiring shall be complete, requiring only one-point field connection for power service (exception: electric heater) and one-point field connection for low-voltage control harness.

D. Furnish motorized backdraft damper as integral part of supply unit. Damper unit shall open upon energization of supply fan and close upon shut-off of supply fan.

E. Furnish pre-fabricated roof curbs constructed of minimum 18 gauge galvanized steel with integral wood nailer, run-off cant and 1 inch rigid insulation. Provide curb extensions as required for exhaust fan to meet N.F.P.A. requirements for discharge height.

2.3 KITCHEN HOOD

A. Kitchen exhaust hoods are existing. Installation of existing hoods shall be by Mechanical Contractor. Furnish all hangers and stainless steel wrappers for a complete installation.

B. Back supply plenum shall be furnished and installed by the Mechanical Contractor. Plenum shall be 6 inches deep and shall extend the entire length of the hood discharging above the floor. Plenum shall be stainless steel, constructed to meet the proper clearance to limited combustibles per NFPA.

C. Contractor shall submit hood shop drawings along with hood suppression system for submittal to the Fire Marshal. Contractor shall obtain a copy of the required checklist for all requirements and shall pay all fees required.

2.4 FIRE PROTECTION SYSTEM - KITCHEN HOODS

A. GENERAL

1. The General Section of the Mechanical Specifications is a part of the Fire Protection System Specification and applies same as if herein included.

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B. SCOPE OF WORK

1. Furnish all materials, labor, tools, equipment and working plans to install and place in operation the complete Hood Fire Protection System for the kitchen hood as herein specified. The contractor shall be responsible for preparing the plans, calculations, fees and Fire Marshal review of the system layout.

C. WORK INCLUDED

1. The work shall include providing hood fire protection system and shall include but not be limited to the following: all piping and fittings; automatic systems; alarm system; testing and approval; and service fees and installation cost.

D. PLAN AND DIAGRAM

1. Working plans (drawings) shall be prepared by the contractor before commencing fire protection installation. The working drawings (plans) shall be detailed and submitted by the contractor to the following for approval:

   a. State Fire Marshal.

E. HOOD FIRE PROTECTION SYSTEM

1. Furnish and install a fire protection system for the commercial type cooking hood as listed in these specs. The system shall be installed to meet the requirements of NFPA 96, NFPA 17A and UL 300. The Installing Contractor shall also prepare shop drawings for submittal to the State Fire Marshal for review. The Installing Contractor shall be responsible for paying all fees required for submittal to the state and local review agencies. The system shall be installed by all licensed hood fire protection contractor. The Installing Contractor shall be responsible for providing all certificates for Owner's records. The Installing Contractor shall make two (2) inspections of the system during the first year after acceptance by the Owner.
2. The fire protection system shall utilize a wet type fire suppression agent. The liquid agent shall be a potassium carbonate-based solution designed to suppress fires by its saponifying and cooling effects. The agent shall not require periodic replacement. For rapid fire knockdown, the agent shall have an expansion ratio of approximately 2200 to 1. It shall not have an adverse effect on stainless steel appliance, hoods and ducts.
3. The cylinder shall be manufactured and tested in accordance with DOT specifications. It shall be under coated with zinc chromate or red oxide and over coated with white high gloss enamel. The cylinder shall be pressurized to 175 psi to ensure rapid discharge at temperatures as low as 1 degree Fahrenheit. A highly polished metal enclosure shall be provided to conceal the cylinder.
4. The valve shall be heavy duty forged brass, chrome-plated. It shall incorporate an oil-filled bourdon tube gauge to indicate cylinder pressure.
5. The nozzles shall be heavy duty brass, chrome-plated. It shall incorporate a stainless steel strainer to remove scale and foreign matter from pipe or stainless steel tubing. A pure tin foil seal shall protect the nozzle orifice from grease build up. This seal shall be kept tightly in position by a threaded nut to ensure its permanence through the continuous heating-cooling cycle.

6. The system shall be designed for automatic operation with provision for remote and/or local manual control(s). Automatic operation shall be initiated by fusible metallic links, glass bulb links, or electric detectors. The links and glass bulbs are to be utilized with stainless steel cable and corner pulleys employing stainless steel ball bearings. All cable and wiring shall be enclosed in conduit. Where used, the electric detectors are to be utilized with a control panel and an electro-thermal link that are UL listed for use with the system. All electrical work shall comply with the National Electric Code.
7. Where gas-fired appliances exist, a gas shut-off valve of either the mechanical or electrical type shall be automatically closed upon system actuation. The mechanical type shall be shut-off though the mechanical actuator or a pneumatic release installed in the discharge line. The electric type shall be wired through a manual reset relay to either micro-switch or pressure switch wired through a magnetic contactor. All work shall comply with the National Electric Code.
8. Pipe shall be black steel, stainless steel, or brass standard weight (Schedule 40). Fittings shall be malleable, ductile, or cast iron, steel, stainless steel, or brass and may be standard weight. Stainless steel tubing incorporating bends or stainless steel fittings may also be used. Fittings may be chrome-plated and piping chrome-plated or sleeved. All pipe runs shall be rigidly secured with suitable straps or hangers. Wherever possible, multiple cylinder systems shall be manifolded to minimize pipe.
9. The system shall be installed by an authorized factory trained contractor. The Installing Contractor shall visit the project to take all field measurements and verify the conditions. The Installing Contractor shall acquire and submit all plans, permits and approvals necessary for proper installation and final acceptance. Upon completion, the Installing Contractor shall conduct any and all tests required. The installation shall comply with the manufacturer's installation manual, Underwriters Laboratories listing, National Fire Protection Association Pamphlets 96 and 17A and all applicable regulatory and insurance requirements.

PART 3 - INSTALLATION

3.1 DUCTS

A. Refer to specification section 23 30 00 for any additional comments regarding general duct construction or layout.

PART 4 - EXECUTION

4.1 INSTALLATION

A. The Installing Contractor shall install to meet the manufacturer's instructions.

END OF SECTION 23 28 13

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 23 30 00 - AIR DISTRIBUTION

PART 1 - GENERAL

1.1 GENERAL

A. Furnish and install all ducts for Air Conditioning, Heating, and Ventilating Systems as shown on the plans and as may be required to provide complete system. Ductwork shall be complete with grilles, vanes, flashings, hangers, flexible connections, splitters, manual dampers, fresh air inlets, louvers, reinforcing angles, etc. All ductwork shall be concealed and insulated as hereinafter specified.

1.2 COORDINATION

A. The General Contractor and Mechanical Contractor shall coordinate the space clearances required for ductwork with the structure, ceilings, lights, sprinklers, etc. In some cases, due to space limitations, it may be necessary to re-size ductwork to meet the conditions of the project. Any re-sizing required shall be part of this project and done without any additional cost to the project. DO NOT MAKE DUCTWORK WITHOUT COORDINATION.

1.3 DUCTWORK SHOP DRAWINGS

A. The Mechanical Contractor/ Sheetmetal Contractor shall prepare complete sheetmetal ductwork shop drawings showing coordination with all trades on the project. The shop drawings shall show all offsets, transitions, size changes to resolve conflict, dampers, fire dampers, grilles, air units, etc. These shop drawings shall be submitted prior to starting work and ductwork fabrication.

1.4 Sealing or flashing the building envelope due to penetrations in the building shall be the responsibility of the general contractor.

PART 2 - MATERIALS

2.1 DUCT HANGERS AND SUPPORTS

A. All ductwork shall be properly braced to prevent rattling, breathing, or other unnecessary noise. No sharp edges or obstructions shall project into air stream.

FORD FIELDS CONCESSION STAND
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2.2 LOW PRESSURE DUCTWORK

A. All ductwork shall be galvanized steel and shall be of gauges and construction as recommended by ASHRAE Guide and Data Book and SMACNA guidelines. Gauges are as follows with longest side governing.

Dimension of longest side	Low Pressure Ductwork Sheet Metal Gauge
0"-12"	26 gauge
13"-30"	24 gauge
31"-54"	22 gauge
55"-84"	20 gauge

B. Low pressure ductwork shall be all exhaust ducts, return air ducts, fresh air ducts and supply ducts.

C. Joints and reinforcing shall be as per ASHRAE Guide and Data Book and all slips shall be installed without edge of internal part of slip facing downstream.

D. Construction standard of Article 110, of the National Board of Fire Underwriters Bulletin 90, latest edition, shall apply throughout.

E. Flashings shall be of sheet copper and shall be furnished and installed around all outside openings used for ducts of fans and wherever required. Roof flashings shall extend at least 8 inches above roof.

F. All ducts shall be straight and true and installed in a neat and workmanlike manner.

G. All edges shall be straight and true and all bends shall be made with veined turns. Where long radius turns cannot be used, the contractor shall use square turns and use air splitters spaced not more than 3 inches center to center, and of a length so air will be properly distributed over ducts.

H. All ducts shown are metal to metal dimensions.

I. Mastic shall be applied to both male and female connections (all seams and joints) to make all duct joints air tight (applies to all ductwork; round or rectangular). Surplus mastic shall be removed. Tape and re-mastic joints if necessary. Mastic (hard-cast or equivalent duct sealer : tape not acceptable) shall be applied to the joints during assembly so that sealant is on all mating surfaces of the joint.

2.3 DUCT LINERS

A. Low pressure rectangular supply ductwork shall not be lined. All supply and return air ductwork shall be wrapped with same insulation as specified for round ductwork. Exhaust ductwork shall not be insulated. LINED DUCTWORK IS NOT PERMITTED IN THIS PROJECT. WRAP ALL DUCTWORK.

2.4 FILTERS--PRIMARY

A. Units shall be equipped with low velocity filter section with 30 percent efficient 2 inches thick pleated type (Continental air filters "cono pleat" FARR 3030, American Air Filter or equal) throwaway filters.

B. Provide and install one set of filters as called for in these Specifications for initial testing and start-up and another complete set upon completion of the project.

2.5 DUCT ACCESSORIES

A. Dampers of the fusible link operated type shall be provided in all ductwork passing through floor or fire walls.

B. Provide quadrant or adjustable splitters and mark shaft to give position of splitter damper in duct.

C. Provide vanes behind every supply grille or diffuser. Splitters shall be provided where shown on plans and where located in concealed non-accessible space provided Young Regulators to operate splitter. Vanes shall be Tuttle and Bailey "Ducturns", Barber-Coleman, Uniflo, or equivalent. Shop fabricated vanes will be acceptable. All dampers shall be constructed of 14 gauge steel.

2.6 REGISTERS, GRILLES AND DIFFUSERS

A. Ceiling supply outlets, unless otherwise indicated on plans shall be Titus, Price, Nailor or approved equal. Outlets shall be mounted tight to the construction, and shall have frame suitable for type of ceiling used unless otherwise noted.

B. Return air grilles shall be as manufactured by Titus, Price, Nailor or approved equivalent and shall be of style called for on plans.

C. All supply outlets shall have sponge rubber gaskets.

D. All grilles, diffusers, and registers shall be of sizes indicated on plans or scheduled on drawings.

E. Unless otherwise shown on drawings, all grilles installed in the ceiling shall be furnished with white baked-on enamel finish.

2.7 FIRE DAMPERS

A. Furnish and install, at locations shown on plans, fire dampers constructed and tested in accordance with UL Safety Standard 555. Each fire damper shall have a 1-1/2 hour fire protection rating, 212 degrees Fahrenheit fusible link, and shall include a UL label in accordance with established UL labeling procedures. Damper manufacturer's literature

submitted for approval prior to installation shall include comprehensive performance data developed from testing in accordance with AMCA Standard 500 and shall illustrate pressure drops for all sizes of dampers required at all anticipated air flow rates. Fire dampers shall be equipped for vertical or horizontal installation as required by the location shown. Fire dampers shall be installed in wall and floor openings utilizing steel sleeves, angles, other materials, and practices required to provide an installation equivalent to that utilized by the manufacturer when dampers were tested at UL. Installation shall be in accordance with the damper manufacturer's instructions. Fire dampers shall be Ruskin type IBD, Arrow, Cesco, Pref-Co, or equal.

B. Fire dampers installed within 10 feet of the air handling unit or where velocities exceed 2000 fpm. Dampers shall be static type for systems with duct smoke detectors, dynamic for systems without duct detector fan shut down.

1. Furnish and install at locations within 10 feet of the air handling unit multi blade fire dampers constructed and tested in accordance with UL safety standard 555 (dynamic) that meet or exceed the following specifications:
   a. Frame shall be a minimum of 16 gauge galvanized (1.52) steel formed into a structural hat and tabbed with tabbed corners for reinforcement. The blades shall be air foil-shaped double skin with 14 gauge (1.90) equivalent thickness. Bearing shall be stainless steel sleeve turning in an extruded hole in the frame.
   b. Each fire damper shall have a 1-1/2 hour fire protected rating, 212 degree fusible link and shall include a UL label in accordance with established labeling procedure.
   c. Damper manufacturers' literature submitted for approval prior to installation shall include comprehensive performance data developed from testing in accordance with the UL 555 standard.
   d. Fire dampers shall have been tested to close under dynamic air flow conditions with pressures up to 4 inches w.g. and to 4,000 fpm air velocity.
   e. Fire dampers shall be equipped for vertical or horizontal installation as required by location shown.
   f. Fire dampers shall be installed in a wall or floor opening using steel sleeves, angles and other materials and practices required to provide an installation equivalent used by manufacturer when damper was tested at UL. Installation shall be in accordance with the damper manufacturers' instructions.

C. Fire dampers installed beyond 10 feet of the air handling unit and where velocities are under 2000 fpm.

1. Furnish and install at locations shown on plan fire dampers constructed and tested in accordance with UL safety standard 555.
   a. Fire dampers shall have been tested to close under dynamic air flow conditions and be labeled as a dynamic fire damper (static fire dampers are not allowed).
   b. Each fire damper shall have a 1-1/2 hour fire protected rating, 212 degree fusible link and shall include a UL label in this specification accordance with UL 555 standards, and a dynamic label that shall illustrate maximum allowable cfm at 8 inches static pressure for in-duct mounted and maximum allowable cfm at 8 inches static pressure for in-duct mounted and maximum allowable at 4 inches static pressure for un-ducted, in-wall mounting.

c. Fire dampers shall be equipped for vertical or horizontal installation as required by location shown.
d. Fire dampers shall be installed in wall and floor openings using steel sleeves, angles and other materials and practices required to provide an installation equivalent to that used by the manufacturer when dampers were tested at UL. Installation shall be in accordance with damper manufacturers' instructions.

D. Round fire dampers: All systems with pressures to 6 inches w.q. and velocities to 4000 fpm.

1. Furnish and install at locations shown on plans, or as described in schedules, round fire dampers meeting or exceeding the following specifications.
   a. Frame shall be a minimum of 20 gauge galvanized steel and blade shall be two piece equivalent to 14 gauge minimum galvanized. Bearings shall be stainless steel sleeve with grooves to receive the 20 gauge retaining plate for damper mounting.
   b. Each round fire damper shall be 1-1/2 hour fire rated under UL standard 555, and bear a UL label attesting to same.
   c. Each round fire damper shall be equipped with a Fuse Link which shall activate at (specifier select one) 165 degrees, 212 degrees, causing damper to close in a locked position.
   d. Manufacturer must provide UL installation instructions for both masonry walls and metal stud drywall partitions.

2.8 PRE-INSULATED FLEXIBLE DUCT

A. Flexible duct shall be rated for a maximum pressure of 16 inches (4-10 inches I.D.) or 10 inches (12-16 inches I.D.) water column positive pressure and 2 inches water column maximum negative pressure and 6000 FPM maximum velocity and listed by Underwriters Laboratories, Inc. under UL Standard 181 as a Class 1 air duct complying with NFPA Standards 90A and 90B. Flexible air duct shall be factory-made and composed of an inner duct of woven and coated fiber glass fabric providing an air seal and permanently bonded to coated steel wire helix, a fiber glass insulating blanket with minimum R-8.0 value (minimum 2 inch thickness) and low permeability outer vapor barrier of fiberglass reinforced metalized film laminate. Flexible air ducts shall be Thermaflex Everclean or Flexmaster type 4M with minimum R-8.0 insulation to meet ASHRAE 90.1 energy code. Maximum installed length shall not exceed 3 feet-0 inches without approval.

PART 3 - INSTALLATION

3.1 DUCTS

A. Ductwork shall be constructed and installed as follows:

1. Straight and smooth on inside with joints neatly finished unless otherwise directed.

2. Duct panels through 48 inch dimension having acoustic duct liner need not be crossbroken or beaded.
3. Crossbreak unlined ducts and duct panels larger than 48 inches or bead 12 inches on center.
4. Securely anchor ducts to building structure with specified duct hangers attached with screws.
5. Brace and install ducts so they shall be free of vibration under all conditions of operation.
6. Ducts shall not bear on the top of structural member.
7. Make duct take-offs to branches, registers, grilles, and diffusers as detailed on Drawings.
8. Properly flash where ducts protrude above roof.
9. Install internal ends of slip joints in direction of flow. Make joints air tight using specified duct sealer.

B. Install flexible duct connections to each air handling unit.

C. Provide each take-off with an adjustable volume damper to balance that branch.

1. Anchor dampers securely to duct.
2. Install dampers in main ducts within insulation.
3. Dampers in branch ducts shall fit against sheet metal walls, bottom and top of duct, and be securely fastened.
4. Where concealed ceiling damper regulators are installed, provide a cover plate.

D. Install grilles, registers, and diffusers.

3.2 AIR TURNS

A. Permanently installed, consisting of curved metal blades or vanes arranged to permit air to make abrupt turn without appreciable turbulence, in elbows of supply and above ground return ductwork.

B. Air turns shall be quiet and free from vibration when system is in operation.

END OF SECTION 23 30 00

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 23 70 00 - AIR CONDITIONING

PART 1 - GENERAL

1.1 DESCRIPTION

A. The Air Conditioning System, in general, shall be for the entire building providing cooling and dehumidification in summer and heating in winter. A constant amount of fresh air shall be taken into the system and all air shall be filtered.

B. The General Contractor (Prime Contractor) who has the contracts with the Owner shall be responsible for installing the mechanical systems using qualified subcontractors and/or employees. Any incorrect or improper work shall be corrected by the General Contractor.

C. The General Contractor shall be the sole source responsible party to furnish and install the mechanical system. General Contractor shall be properly licensed to perform this work.

1.2 STANDARDS

A. All air conditioning equipment shall comply with the requirements of applicable ARI standards and shall be tested, rated, labeled, and listed accordingly.

1.3 SPACE REQUIREMENTS

A. General Contractor and Mechanical Contractor shall refer to architectural, structural and electrical drawings and install all equipment, piping, etc. to meet building and space requirements. No equipment shall be bid on or submitted for approval if it will not fit into the space provided or coordinate with other trades involved on the project.

1.4 COMPRESSOR WARRANTIES

A. On all packaged and/or split system DX equipment 6 tons and larger, the manufacturer shall provide a full 5 year labor and material warranty for any and all compressor failures during the warranty period. This warranty is for labor, materials and refrigerant for the compressor replacement.

B. The manufacturer shall warranty all parts, labor and refrigerant systems on the entire unit for the warranty period. In addition, annually, the manufacturer's service technicians shall make a warranty check inspection of the unit with report to the Owner. This warranty shall not include any equipment maintenance; all equipment maintenance is the responsibility of the Owner. The manufacturer shall have full access to the units during the construction period.

C. If a longer warranty period is required elsewhere in these specs, the longer warranty period shall apply.

PART 2 - MATERIALS

2.1 PIPING

A. All piping shall be of materials as hereinbefore specified.

2.2 PACKAGED OUTSIDE AIR UNIT (100% OUTSIDE AIR)

A. Packaged air-cooled condenser units shall be certified in accordance with ANSI/AHRI Standard 340/360 performance rating of commercial and industrial unitary air-conditioning and heat pump equipment.

1. Unit shall be certified in accordance with UL Standard 1995/CSA C22.2 No. 236, Safety Standard for Heating and Cooling Equipment.
2. Unit and refrigeration system shall comply with ASHRAE 15, Safety Standard for Mechanical Refrigeration.
3. Unit shall be certified in accordance with ANSI Z21.47b/CSA 2.3b and ANSI Z83.8/CSA 2.6, Safety Standard Gas-Fired Furnaces.
4. Unit Energy Efficiency Ratio (EER) shall be equal to or greater that prescribed by ASHRAE 90.1, Energy Efficient Design of New Buildings except Low-Rise Residential Buildings.
5. Unit shall be safety certified by ETL and ETL US listed. Unit nameplate shall include the ETL/ETL Canada label.
6. Unit shall be approved for use in and outside High Velocity Hurricane Zones (HVHZ) by the Florida Building Code (FL# 15031), when using the required steel rooftop curb and attachment methods. Maximum allowable lateral wind pressure is +100psf/-100psf. Maximum allowable uplift is +50psf/-50psf. Positive and negative required design pressures calculated for use with this system shall be determined by others on a job specific basis, in accordance with the governing code. Site specific pressures shall be less than or equal to the listed positive or negative allowable lateral wind design pressure and allowable uplift values for the product.

B. Manufacturer shall provide a limited "parts only" warranty for a period of 24 months from the date of equipment startup or 30 months from the date of original equipment shipment from the factory, whichever is less. Warranty shall cover material and workmanship that prove defective, within the specified warranty period, provided manufacturer's written instructions for Installation, Operation, and maintenance have been followed. Warranty excludes parts associated with routine maintenance, such as belts and filters.

C. Products shall be provided by the following manufacturers:

1. AAON, Addison or approved Equal
2. Substitute equipment may be considered for approval that includes at a minimum:

a. R-410A refrigerant
b. Variable capacity compressor with 10-100% capacity control
c. Direct drive supply fans
d. Double wall cabinet construction
e. Insulation with a minimum R-value of 13
f. Stainless steel drain pans
g. Hinged access doors with lockable handles
h. All other provisions of the specifications must be satisfactorily addressed

D. General Description

1. Packaged rooftop unit shall include compressors, evaporator coils, filters, supply fans, dampers, air-cooled condenser coils, condenser fans, reheat coil, gas heaters, and unit controls.
2. Unit shall be factory assembled and tested including leak testing of the DX coils, pressure testing of the refrigeration circuit, and run testing of the completed unit. Run test report shall be supplied with the unit in the service compartment's literature pocket.
3. Unit shall have decals and tags to indicate lifting and rigging, service areas and caution areas for safety and to assist service personnel.
4. Unit components shall be labeled, including refrigeration system components and electrical and controls components.
5. Estimated sound power levels (dB) shall be shown on the unit ratings sheet.
6. Installation, Operation, and Maintenance manual shall be supplied within the unit.
7. Laminated color-coded wiring diagram shall match factory installed wiring and shall be affixed to the interior of the control compartment's hinged access door.
8. Unit nameplate shall be provided in two locations on the unit, affixed to the exterior of the unit and affixed to the interior of the control compartment's hinged access door.

E. Construction

1. All cabinet walls, access doors, and roof shall be fabricated of double wall, impact resistant, rigid polyurethane foam panels.
2. Unit insulation shall have a minimum thermal resistance R-value of 13. Foam insulation shall have a minimum density of 2 pounds/cubic foot and shall be tested in accordance with ASTM D1929-11 for a minimum flash ignition temperature of 610°F.
3. Unit construction shall be double wall with G90 galvanized steel on both sides and a thermal break. Double wall construction with a thermal break prevents moisture accumulation on the insulation, provides a cleanable interior, prevents heat transfer through the panel, and prevents exterior condensation on the panel.
4. Unit shall be designed to reduce air leakage and infiltration through the cabinet. Cabinet leakage shall not exceed 1% of total airflow when tested at 3 times the minimum external static pressure provided in AHRI Standard 340/360. Panel deflection shall not exceed L/240 ratio at 125% of design static pressure, at a maximum 8 inches of positive or negative static pressure, to reduce air leakage. Deflection shall be measured at the midpoint of the panel height and width. Continuous sealing shall be included between panels and between access doors and openings to reduce air leakage. Piping and electrical conduit through cabinet

panels shall include sealing to reduce air leakage.
5. Roof of the air tunnel shall be sloped to provide complete drainage. Cabinet shall have rain break overhangs above access doors.
6. Access to filters, dampers, cooling coils, reheat coil, heaters, compressors, and electrical and controls components shall be through hinged access doors with quarter turn, zinc cast, lockable handles. Full length stainless steel piano hinges shall be included on the doors.
7. Exterior paint finish shall be capable of withstanding at least 2,500 hours, with no visible corrosive effects, when tested in a salt spray and fog atmosphere in accordance with ASTM B 117-95 test procedure.
8. Units with cooling coils shall include double sloped 304 stainless steel drain pans.
9. Unit shall be provided with base discharge and return air openings. All openings through the base pan of the unit shall have upturned flanges of at least 1/2 inch in height around the opening.
10. Unit shall include lifting lugs on the top of the unit.
11. Unit base pan shall be provided with 1/2 inch thick foam insulation.

F. Electrical

1. Unit shall be provided with factory installed and factory wired, fused disconnect switch.
2. Unit shall be provided with a factory installed and factory wired 115V, 13 amp GFI outlet disconnect switch in the unit control panel.

G. Supply Fans

1. Unit shall include direct drive, unhoused, backward curved, plenum supply fans.
2. Blowers and motors shall be dynamically balance and mounted on rubber isolators.
3. Motors shall be premium efficiency ODP with ball bearings rated for 200,000 hours service with external lubrication points.
4. Variable frequency drives shall be factory wired and mounted in the unit. Fan motors shall be premium efficiency.

H. Cooling Coils

1. Evaporator Coils
   a. Coils shall be designed for use with R-410A refrigerant and constructed of copper tubes with aluminum fins mechanically bonded to the tubes and galvanized steel end casings. Fin design shall be sine wave rippled.
   b. Coils shall have interlaced circuitry and shall be 6 row high capacity.
   c. Coils shall be hydrogen or helium leak tested.
   d. Coils shall be furnished with factory installed expansion valves.

I. Refrigeration System

1. Unit shall be factory charged with R-410A refrigerant.
2. Compressors shall be scroll type with thermal overload protection and carry a 10 year non-prorated warranty, from the date of original equipment shipment from the factory.
3. Compressors shall be mounted in an isolated service compartment which can be

accessed without affecting unit operation. Lockable hinged compressor access doors shall be fabricated of double wall, rigid polyurethane foam injected panels to prevent the transmission of noise outside the cabinet.

4. Compressors shall be isolated from the base pan with the compressor manufacturer's recommended rubber vibration isolators, to reduce any transmission of noise from the compressors into the building area.
5. Each refrigeration circuit shall be equipped with expansion valve type refrigerant flow control.
6. Each refrigeration circuit shall be equipped with automatic reset low pressure and manual reset high pressure refrigerant safety controls, Schrader type service fittings on both the high pressure and low pressure sides and a factory installed replaceable core liquid line filter driers.
7. Unit shall include a variable capacity scroll compressor on the lead refrigeration circuit which shall be capable of modulation from 10-100% of its capacity.
8. Lead refrigeration circuit shall be provided with hot gas reheat coil, modulating valves, electronic controller, supply air temperature sensor and a control signal terminal which allow the unit to have a dehumidification mode of operation, which includes supply air temperature control to prevent supply air temperature swings and overcooling of the space.
9. Each refrigeration circuit shall be equipped with a liquid line sight glass.
10. Each refrigeration circuit shall be equipped with suction and discharge compressor isolation valves.

J. Condensers

1. Air-Cooled Condenser
   a. Condenser fans shall be a vertical discharge, axial flow, direct drive fans.
   b. Coils shall be designed for use with R-410A refrigerant. Coils shall be multi-pass and fabricated from aluminum microchannel tubes.
   c. Coils shall be designed for a minimum of 10°F of refrigerant sub-cooling.
   d. Coils shall be hydrogen or helium leak tested.
   e. Condenser fans shall be high efficiency electrically commutated motor driven with factory installed head pressure control module. Condenser airflow shall continuously modulate based on head pressure and cooling operation shall be allowed down to 35°F with adjustable compressor lockout.

K. Gas Heating

1. Stainless steel heat exchanger furnace shall carry a 25 year non-prorated warranty, from the date of original equipment shipment from the factory.
2. Gas furnace shall consist of stainless steel heat exchangers with multiple concavities, an induced draft blower and an electronic pressure switch to lockout the gas valve until the combustion chamber is purged and combustion airflow is established.
3. Furnace shall include a gas ignition system consisting of an electronic igniter to a pilot system, which will be continuous when the heater is operating, but will shut off the pilot when heating is not required.
4. Unit shall include a single gas connection and have gas supply piping entrances in the unit base for through-the-curb gas piping and in the outside cabinet wall for across the roof gas piping.

5. Natural gas furnace shall be equipped with modulating gas valves, adjustable speed combustion blowers, stainless steel tubular heat exchangers, and electronic controller. Combustion blowers and gas valves shall be capable of modulation. Electronic controller includes a factory wired, field installed supply air temperature sensor. Sensor shall be field installed in the supply air ductwork. Supply air temperature setpoint shall be adjustable on the electronic controller within the controls compartment.

L. Filters

1. Unit shall include 2 inch thick, pleated panel filters with an ASHRAE efficiency of 30% and MERV rating of 8, upstream of the cooling coil.
2. Unit shall include 1 inch aluminum mesh pre filters upstream of the outside air opening.

M. Outside Air/Economizer

1. Unit shall include 100% motor operated outside air damper assembly constructed of extruded aluminum, hollow core, airfoil blades with rubber edge and end seals. Damper blades shall be gear driven and designed to have no more than 20 cfm of leakage per sq ft. at 4 in. w.g. air pressure differential across the damper. Low leakage dampers shall be Class 2 AMCA certified, in accordance with AMCA Standard 511. Damper assembly shall be controlled by spring return, 2 position actuator. Unit shall include outside air opening bird screen and outside air hood.

N. Controls

1. Factory Installed and Factory Provided Controller
   a. Unit controller shall be capable of controlling all features and options of the unit. Controller shall be factory installed in the unit controls compartment and factory tested. Controller shall be capable of standalone operation with unit configuration, setpoint adjustment, sensor status viewing, unit alarm viewing, and occupancy scheduling available without dependence on a building management system.
   b. Controller shall have an onboard clock and calendar functions that allow for occupancy scheduling.
   c. Controller shall include non-volatile memory to retain all programmed values without the use of a battery, in the event of a power failure.
   d. Makeup Air Controller
      1) Unit shall modulate cooling with constant airflow to meet ventilation outside air loads. Cooling capacity shall modulate based on supply air temperature.
      2) With modulating hot gas reheat, unit shall modulate cooling and hot gas reheat as efficiently as possible, to meet outside air humidity loads and prevent supply air temperature swings and overcooling of the space.
      3) Unit shall modulate heating with constant airflow to meet ventilation outside air loads. Heating capacity shall modulate based on supply air temperature.
   e. Unit configuration, setpoint adjustment, sensor status viewing, unit alarm viewing, and occupancy scheduling shall be accomplished with connection to

interface module with LCD screen and input keypad, interface module with touch screen, or with connection to PC with free configuration software. Controller shall be capable of connection with other factory installed and factory provided unit controllers with individual unit configuration, setpoint adjustment, sensor status viewing, and occupancy scheduling available from a single unit. Connection between unit controllers shall be with a modular cable. Controller shall be capable of communicating and integrating with a LonWorks or BACnet network.

O. Curbs shall to be fully gasketed between the curb top and unit bottom with the curb providing full perimeter support, cross structure support and air seal for the unit. Curb gasket shall be furnished within the control compartment of the rooftop unit to be mounted on the curb immediately before mounting of the rooftop unit.

P. Installation, Operation, and Maintenance manual shall be supplied with the unit. Installing contractor shall install unit, including field installed components, in accordance with Installation, Operation, and Maintenance manual instructions. Start up and maintenance requirements shall be complied with to ensure safe and correct operation of the unit.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install air conditioning systems in accordance with Section 23 05 00.

B. Mount equipment complete with piping system, roof curbs and air distribution system, and provide for power connection.

C. Complete structural, mechanical, and electrical connections in accordance with manufacturer's installation instructions.

3.2 TESTING

A. Refrigerant lines shall be tested under 200 psi carbon dioxide pressure for 5 hours using soap suds at joints to test for leaks. Evacuate system and charge with refrigerant.

B. All line testing shall be witnessed by the Test and Balance Agency (TAB). TAB Agency shall record results and include in final TAB report.

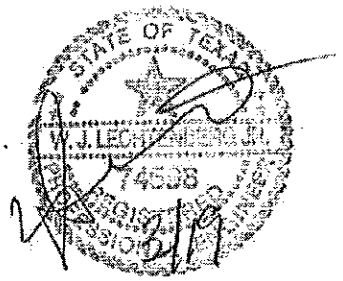
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SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

A. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.

B. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN-2-THWN-2 , Type XHHW-2 and Type SO.

C. Multiconductor Cable: Comply with NEMA WC 70/ICEA S-95-658 for metal-clad cable, Type MC and Type SO with ground wire.

2.2 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger, except VFC cable, which shall be extra flexible stranded.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Exposed Feeders: Type THHN-2-THWN-2, single conductors in raceway.

B. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN-2-THWN-2, single conductors in raceway.

C. Feeders Concealed, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.

D. Exposed Branch Circuits, Including in Crawlspaces: Type THHN-2-THWN-2, single conductors in raceway.

E. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-2-THWN-2, single conductors in raceway.

F. Branch Circuits Concealed, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.

G. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.

H. Flexible Connections to Lighting Fixtures: Type MC cable with maximum length of six feet.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches of slack.

3.5 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

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3.8 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.

2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.

    a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
    b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
    c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

B. Test and Inspection Reports: Prepare a written report to record the following:

1. Procedures used.
2. Results that comply with requirements.
3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

C. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

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SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes grounding and bonding systems and equipment.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Burndy; Part of Hubbell Electrical Systems.
2. ERICO International Corporation.
3. ILSCO.
4. O-Z/Gedney; an EGS Electrical Group brand; an Emerson Industrial Automation business.

2.2 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 467 for grounding and bonding materials and equipment.

2.3 CONDUCTORS

A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.
2. Stranded Conductors: ASTM B 8.
3. Tinned Conductors: ASTM B 33.
4. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.

2.4 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.

C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.5 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel; 3/4 inch by 10 feet.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

B. Underground Grounding Conductors: Install bare copper conductor, No. 2/0 AWG minimum.

1. Bury at least 24 inches below grade.

C. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

A. Comply with IEEE C2 grounding requirements.

B. Pad-Mounted Transformers and Switches: Install two ground rods around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 2 AWG for taps to equipment grounding terminals.

3.4 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1. Feeders and branch circuits.
2. Lighting circuits.
3. Receptacle circuits.
4. Single-phase motor and appliance branch circuits.
5. Three-phase motor and appliance branch circuits.
6. Flexible raceway runs.

C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

D. Water Heater: Install a separate insulated equipment grounding conductor to each electric water heater. Bond conductor to heater units, piping, connected equipment, and components.

3.5 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.

1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.

C. Test Wells: Ground rod driven through drilled hole in bottom of handhole. Handholes are specified in Section 260543 "Underground Ducts and Raceways for Electrical Systems," and shall be at least 12 inches deep, with cover.

1. Test Wells: Install at least one test well for each service unless otherwise indicated. Install at the ground rod electrically closest to service entrance. Set top of test well flush with finished grade or floor.

D. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

E. Grounding and Bonding for Piping:

1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

END OF SECTION 260526

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SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Hangers and supports for electrical equipment and systems.
2. Construction requirements for concrete bases.

1.2 PERFORMANCE REQUIREMENTS

A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

C. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.

1. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
2. Channel Dimensions: Selected for applicable load criteria.

B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

C. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.

E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

2. Mechanical-Expansion Anchors: Insert-wedge-type, **[zinc-coated] [stainless]** steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.

3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT and RMC as scheduled in NECA 1, where its Table 1 lists maximum spacings less than stated in NFPA 70. Minimum rod size shall be 1/4 inch in diameter.

C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with single-bolt conduit clamps using spring friction action for retention in support channel.

D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.

B. Raceway Support Methods: In addition to methods described in NECA 1, EMT and RMC may be supported by openings through structure members, as permitted in NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
4. To Existing Concrete: Expansion anchor fasteners.
5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts or Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
7. To Light Steel: Sheet metal screws.
8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.

E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Comply with installation requirements in Section 055000 "Metal Fabrications" for site-fabricated metal supports.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.

B. Use 3000-psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Section 033000 "Cast-in-Place Concrete."

C. Anchor equipment to concrete base.

1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor bolts to elevations required for proper attachment to supported equipment.
3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

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SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal conduits, tubing, and fittings.
2. Nonmetal conduits, tubing, and fittings.
3. Metal wireways and auxiliary gutters.
4. Nonmetal wireways and auxiliary gutters.
5. Surface raceways.
6. Boxes, enclosures, and cabinets.

B. Related Requirements:

1. Section 260543 "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.

1.2 ACTION SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. GRC: Comply with ANSI C80.1 and UL 6.

C. EMT: Comply with ANSI C80.3 and UL 797.

D. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

E. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.

1. Fittings for EMT:

a. Material: die cast or steel.
b. Type: compression.

2. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.

F. Joint Compound for GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

A. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.

C. Continuous HDPE: Comply with UL 651B.

D. Fittings for RNC: Comply with NEMA TC 3; match to conduit type and material.

E. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 or Type 3R unless otherwise indicated, and sized according to NFPA 70.

1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

2.4 SURFACE RACEWAYS

A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5.

C. Tele-Power Poles:

1. Material: Aluminum with clear anodized finish.
2. Fittings and Accessories: Dividers, end caps, covers, cutouts, wiring harnesses, devices, mounting materials (top and bottom), and other fittings shall match and mate with tele-power pole as required for complete system. This project uses both sides for power raceways.

2.5 BOXES, ENCLOSURES, AND CABINETS

A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.

D. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.

E. Metal Floor Boxes:

1. Material: Cast metal.
2. Type: Fully adjustable.
3. Shape: Square.
4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

F. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.

G. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

H. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.

I. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

J. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.

K. Gangable boxes are prohibited.

L. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 or Type 3R with continuous-hinge cover with flush latch unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

M. Cabinets:

1. NEMA 250, Type 1 or Type 3R galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed Conduit: GRC.
2. Concealed Conduit, Aboveground: GRC or RNC, Type EPC-40-PVC.
3. Underground Conduit: RNC, Type EPC-40-PVC, direct buried or concrete encased.
4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.

B. Indoors: Apply raceway products as specified below unless otherwise indicated.

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. Exposed and Subject to Severe Physical Damage: GRC.
4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
6. Damp or Wet Locations: GRC.
7. Boxes and Enclosures: NEMA 250, Type 1.

C. Minimum Raceway Size: 3/4-inch trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
2. EMT: Use compression, cast-metal fittings. Comply with NEMA FB 2.10.
3. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

E. Install surface raceways only where indicated on Drawings.

F. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.2 INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

D. Arrange stub-ups so curved portions of bends are not visible above finished slab.

E. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.

F. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

G. Support conduit within 12 inches of enclosures to which attached.

H. Raceways Shall not be Embedded in Slabs:

I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

K. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

L. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

M. Surface Raceways:

1. Install surface raceway with a minimum 2-inchradius control at bend points.
2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

N. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.

O. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where an underground service raceway enters a building or structure.
3. Where otherwise required by NFPA 70.

P. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.
2. Use LFMC in damp or wet locations not subject to severe physical damage.

Q. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

R. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between the box and cover plate or the supported equipment and box.

S. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

T. Locate boxes so that cover or plate will not span different building finishes.

U. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

V. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

W. Set metal floor boxes level and flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit.
2. Install backfill as specified in Section 312000 "Earth Moving."

3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 312000 "Earth Moving."
4. Install manufactured duct elbows for stub-up at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.

    a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
    b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.

6. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.

B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.

C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.

D. Install handholes with bottom below frost line.

E. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.7 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

FORD FIELDS CONCESSION STAND
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SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Identification for conductors.
2. Warning labels and signs.
3. Equipment identification labels.
4. Miscellaneous identification products.

1.2 ACTION SUBMITTALS

A. Product Data: For each electrical identification product indicated.

1.3 QUALITY ASSURANCE

A. Comply with ANSI A13.1.

B. Comply with NFPA 70.

C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.

D. Comply with ANSI Z535.4 for safety signs and labels.

E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

PART 2 - PRODUCTS

2.1 CONDUCTOR IDENTIFICATION MATERIALS

A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.

2.2 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

C. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

2.3 INSTRUCTION SIGNS

A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.

1. Engraved legend with black letters on white face.
2. Punched or drilled for mechanical fasteners.
3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

2.4 EQUIPMENT IDENTIFICATION LABELS

A. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.

2.5 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).

B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.

B. Apply identification devices to surfaces that require finish after completing finish work.

C. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.

D. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

E. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

F. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

A. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
   1. Power.

B. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.

   1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder, and branch-circuit conductors.

      a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
      b. Colors for 208/120-V Circuits:

         1) Phase A: Black.
         2) Phase B: Red.
         3) Phase C: Blue.

      c. Colors for 480/277-V Circuits:

         1) Phase A: Brown.
         2) Phase B: Orange.
         3) Phase C: Yellow.

      d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

C. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.

D. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.

E. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.

F. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.

1. Install underground-line warning tape for both direct-buried cables and cables in raceway.

G. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

H. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.

1. Comply with 29 CFR 1910.145.
2. Identify system voltage with black letters on an orange background.
3. Apply to exterior of door, cover, or other access.
4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:

a. Power transfer switches.
b. Controls with external control power connections.

I. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

J. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- high letters for emergency instructions at equipment used for power transfer and load shedding.

K. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

1. Labeling Instructions:

   a. Indoor Equipment: Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on 1-1/2-inch- high label; where two lines of text are required, use labels 2 inches high.
   b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
   c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
   d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

END OF SECTION 260553

FORD FIELDS CONCESSION STAND
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SECTION 262200 - LOW-VOLTAGE TRANSFORMERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Distribution, dry-type transformers rated 600 V and less, with capacities up to 1500 kVA.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment.
3. Include diagrams for power, signal, and control wiring.

1.3 INFORMATIONAL SUBMITTALS

A. Source quality-control reports.

B. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Temporary Heating: Apply temporary heat according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. General Electric Company.
2. Square D; by Schneider Electric.

2.2 GENERAL TRANSFORMER REQUIREMENTS

A. Description: Factory-assembled and -tested, air-cooled units for 60-Hz service.

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. Transformers Rated 15 kVA and Larger: Comply with NEMA TP 1 energy-efficiency levels as verified by testing according to NEMA TP 2.

1. Coil Material: Copper.

D. Encapsulation: Transformers smaller than 30 kVA shall have core and coils completely resin encapsulated.

2.3 DISTRIBUTION TRANSFORMERS

A. Comply with NFPA 70, and list and label as complying with UL 1561.

B. Cores: One leg per phase.

C. Enclosure: Ventilated.

1. NEMA 250, Type 3R: Core and coil shall be encapsulated within resin compound utilizing a vacuum pressure impregnation process to seal out moisture and air.

D. Transformer Enclosure Finish: Comply with NEMA 250.

1. Finish Color: NSF/ANSI 49 gray.

E. Taps for Transformers 3 kVA and Smaller: One 5 percent tap above normal full capacity.

F. Taps for Transformers 7.5 to 24 kVA: One 5 percent tap above and one 5 percent tap below normal full capacity.

G. Taps for Transformers 25 kVA and Larger: Two 2.5 percent taps above and four 2.5 percent taps below normal full capacity.

H. Insulation Class, Smaller than 30 kVA: 185 deg C, UL-component-recognized insulation system with a maximum of 115-deg C rise above 40-deg C ambient temperature.

I. Insulation Class, 30 kVA and Larger: 220 deg C, UL-component-recognized insulation system with a maximum of 115-deg C rise above 40-deg C ambient temperature.

2.4 IDENTIFICATION DEVICES

A. Nameplates: Engraved, laminated-plastic or metal nameplate for each distribution transformer, mounted with corrosion-resistant screws. Nameplates and label products are specified in Section 260553 "Identification for Electrical Systems."

2.5 SOURCE QUALITY CONTROL

A. Test and inspect transformers according to IEEE C57.12.01 and IEEE C57.12.91.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Verify that ground connections are in place and requirements in Section 260526 "Grounding and Bonding for Electrical Systems" have been met. Maximum ground resistance shall be 5 ohms at location of transformer.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Install transformers level and plumb on a concrete base with vibration-dampening supports. Locate transformers away from adjacent wall surface.

D. Construct concrete bases according to Section 033000 "Cast-in-Place Concrete" and anchor floor-mounted transformers according to manufacturer's written instructions and requirements in Section 260529 "Hangers and Supports for Electrical Systems."

1. Coordinate size and location of concrete bases with actual transformer provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

E. Secure transformer to concrete base according to manufacturer's written instructions.

F. Secure covers to enclosure and tighten all bolts to manufacturer-recommended torques to reduce noise generation.

G. Remove shipping bolts, blocking, and wedges.

3.2 CONNECTIONS

A. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."

B. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

D. Provide flexible connections at all conduit and conductor terminations and supports to eliminate sound and vibration transmission to the building structure.

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.

1. Perform each visual and mechanical inspection and electrical test stated in NETA ATS for dry-type, air-cooled, low-voltage transformers. Certify compliance with test parameters.

B. Remove and replace units that do not pass tests or inspections and retest as specified above.

C. Infrared Scanning: Two months after Substantial Completion, perform an infrared scan of transformer connections.

1. Use an infrared-scanning device designed to measure temperature or detect significant deviations from normal values. Provide documentation of device calibration.
2. Perform two follow-up infrared scans of transformers, one at four months and the other at 11 months after Substantial Completion.
3. Prepare a certified report identifying transformer checked and describing results of scanning. Include notation of deficiencies detected, remedial action taken, and scanning observations after remedial action.

3.4 ADJUSTING

A. Record transformer secondary voltage at each unit for at least 48 hours of typical occupancy period. Adjust transformer taps to provide optimum voltage conditions at secondary terminals. Optimum is defined as not exceeding nameplate voltage plus 5 percent and not being lower than nameplate voltage minus 3 percent at maximum load conditions. Submit recording and tap settings as test results.

B. Connect buck-boost transformers to provide nameplate voltage of equipment being served, plus or minus 5 percent, at secondary terminals.

C. Output Settings Report: Prepare a written report recording output voltages and tap settings.

END OF SECTION 262200

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes distribution panelboards and lighting and appliance branch-circuit panelboards.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For each panelboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
2. Detail enclosure types and details for types other than NEMA 250, Type 1.
3. Detail bus configuration, current, and voltage ratings.
4. Short-circuit current rating of panelboards and overcurrent protective devices.
5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
6. Include wiring diagrams for power, signal, and control wiring.
7. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards.

C. Field quality-control reports.

D. Panelboard schedules for installation in panelboards.

E. Operation and maintenance data.

1.3 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NEMA PB 1.

C. Comply with NFPA 70.

1.4 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

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PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems."

B. Enclosures: Flush- and surface-mounted cabinets.

1. Rated for environmental conditions at installed location.

a. Indoor Dry and Clean Locations: NEMA 250, Type 1 or Type 12. See drawings.
b. Outdoor Locations: NEMA 250, Type 3R.

2. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.
3. Directory Card: Inside panelboard door, mounted in transparent card holder.

C. Incoming Mains Location: Top and bottom.

D. Phase, Neutral, and Ground Buses: Hard-drawn copper, 98 percent conductivity.

E. Conductor Connectors: Suitable for use with conductor material and sizes.

1. Material: Hard-drawn copper, 98 percent conductivity.
2. Main and Neutral Lugs: Mechanical type.
3. Ground Lugs and Bus Configured Terminators: Mechanical type.
4. Feed-Through Lugs: Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.
5. Subfeed (Double) Lugs: Mechanical type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.

F. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

G. Panelboard Short-Circuit Current Rating: Rated for series-connected system with integral or remote upstream overcurrent protective devices and labeled by an NRTL. Include size and type of allowable upstream and branch devices, and listed and labeled for series-connected short-circuit rating by an NRTL.

H. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.2 DISTRIBUTION PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Square D; a brand of Schneider Electric.

B. Panelboards: NEMA PB 1, power and feeder distribution type.

C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.

D. Mains: Circuit breaker, as indicated on plans.

E. Branch Overcurrent Protective Devices: For Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.

F. Branch Overcurrent Protective Devices: For Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers; plug-in circuit breakers where individual positive-locking device requires mechanical release for removal.

2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Manufacturers: Subject to compliance with requirements, [provide products by one of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Square D; a brand of Schneider Electric.

B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

C. Mains: Circuit breaker or lugs as indicated on plans.

D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

E. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. Manufacturers: Subject to compliance with requirements, [provide products by one of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Square D; a brand of Schneider Electric.

B. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
2. GFCI Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).
3. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:

a. Standard frame sizes, trip ratings, and number of poles.
b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.

c. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.
d. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
e. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 55 percent of rated voltage.
f. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.
g. Handle Lock Device: Loose attachment, for holding circuit-breaker handle in on position.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Receive, inspect, handle, store and install panelboards and accessories according to NEMA PB 1.1.

B. Mount top of trim 90 inches above finished floor unless otherwise indicated.

C. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.

D. Install overcurrent protective devices and controllers not already factory installed.

1. Set field-adjustable, circuit-breaker trip ranges.

E. Install filler plates in unused spaces.

F. Stub four 1-inch empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future.

G. Arrange conductors in gutters into groups and bundle and wrap with wire ties.

H. Comply with NECA 1.

3.2 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with Section 260553 "Identification for Electrical Systems."

B. Create a directory to indicate installed circuit loads and incorporating Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.

C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

D. Device Nameplates: Label each branch circuit device in distribution panelboards with a nameplate complying with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Acceptance Testing Preparation:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

C. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

D. Panelboards will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262416

FORD FIELDS CONCESSION STAND
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SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Receptacles, receptacles with integral GFCI, and associated device plates.
2. Weather-resistant receptacles.
3. Snap switches and wall-box dimmers.
4. Solid-state fan speed controls.
5. Wall-switch and exterior occupancy sensors.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Receptacles for Owner-Furnished Equipment: Match plug configurations.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 GENERAL WIRING-DEVICE REQUIREMENTS

A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:

1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
2. Devices shall comply with the requirements in this Section.

2.3 STRAIGHT-BLADE RECEPTACLES

A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Cooper Wiring Devices, Inc.
b. Hubbell.
c. Leviton Manufacturing Co., Inc.

2.4 GFCI RECEPTACLES

A. General Description:

1. Straight blade, feed-through type.
2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.

B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Cooper Wiring Devices, Inc.
b. Hubbell.
c. Leviton Manufacturing Co., Inc.

2.5 TOGGLE SWITCHES

A. Comply with NEMA WD 1, UL 20, and FS W-S-896.

B. Switches, 120/277 V, 20 A:

1. Products: Subject to compliance with requirements, provide one of the following:

a. Single Pole:

1) Cooper; AH1221.
2) Hubbell; HBL1221.
3) Leviton; 1221-2.
4) Pass & Seymour; CSB20AC1.

b. Two Pole:

1) Cooper; AH1222.
2) Hubbell; HBL1222.
3) Leviton; 1222-2.
4) Pass & Seymour; CSB20AC2.

c. Three Way:

1) Cooper; AH1223.
2) Hubbell; HBL1223.
3) Leviton; 1223-2.
4) Pass & Seymour; CSB20AC3.

d. Four Way:

1) Cooper; AH1224.
2) Hubbell; HBL1224.
3) Leviton; 1224-2.
4) Pass & Seymour; CSB20AC4.

C. Pilot-Light Switches, 20 A:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Cooper Wiring Devices, Inc.
b. Hubbell.
c. Leviton Manufacturing Co., Inc.

2. Description: Single pole, with neon-lighted handle, illuminated when switch is "on."

2.6 WALL-BOX DIMMERS

A. Dimmer Switches: Modular, full-wave, solid-state units with integral, quiet on-off switches, with audible frequency and EMI/RFI suppression filters.

B. Control: Continuously adjustable slider; with single-pole or three-way switching. Comply with UL 1472.

C. Fluorescent Lamp and LED Dimmer Switches: Modular; compatible with dimmer ballasts; trim potentiometer to adjust low-end dimming; dimmer-ballast combination capable of consistent dimming with low end not greater than 5 percent of full brightness.

2.7 WALL PLATES

A. Single and combination types shall match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.
2. Material for Finished Spaces: Smooth, high-impact thermoplastic.
3. Material for Unfinished Spaces: Smooth, high-impact thermoplastic.
4. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.

B. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with in-use, lockable cover.

2.8 FINISHES

A. Device Color:

1. Wiring Devices Connected to Normal Power System: As selected by Architect on a room by room basis unless otherwise indicated or required by NFPA 70 or device listing.
2. Wiring Devices Connected to Emergency Power System: Red.

B. Wall Plate Color: For plastic covers, match device color.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

B. Coordination with Other Trades:

1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
4. Install wiring devices after all wall preparation, including painting, is complete.

C. Conductors:

1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.

D. Device Installation:

1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the right.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Dimmers:

1. Install dimmers within terms of their listing.
2. Verify that dimmers used for fan speed control are listed for that application.
3. Install unshared neutral conductors on line and load side of dimmers according to manufacturers' device listing conditions in the written instructions.

H. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

3.2 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Test Instruments: Use instruments that comply with UL 1436.
2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.

B. Tests for Convenience Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.
2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
3. Ground Impedance: Values of up to 2 ohms are acceptable.
4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
5. Using the test plug, verify that the device and its outlet box are securely mounted.
6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

C. Wiring device will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

END OF SECTION 262726

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 262813 - FUSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cartridge fuses rated 600 V ac and less for use in the following:

a. Control circuits.
b. Enclosed switches.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Cooper Bussmann; a division of Cooper Industries.
2. Edison; a brand of Cooper Bussmann; a division of Cooper Industries.
3. Littelfuse, Inc.

2.2 CARTRIDGE FUSES

A. Characteristics: NEMA FU 1, current-limiting, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.

1. Type RK-1: 250 or 600-V, zero- to 600-A rating, 200 kAIC, time delay.
2. Type RK-5: 250 or 600-V, zero- to 600-A rating, 200 kAIC, time delay.
3. Type J: 600-V, zero- to 600-A rating, 200 kAIC, time delay.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Comply with NEMA FU 1 for cartridge fuses.

D. Comply with NFPA 70.

E. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

B. Fuse rating shall be in accordance with equipment nameplate.

3.2 IDENTIFICATION

A. Install labels complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems" and indicating fuse replacement information inside of door of each fused switch and adjacent to each fuse block, socket, and holder.

END OF SECTION 262813

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fusible switches.
2. Nonfusible switches.
3. Molded-case circuit breakers (MCCBs).
4. Enclosures.

1.2 DEFINITIONS

A. NC: Normally closed.

B. NO: Normally open.

C. SPDT: Single pole, double throw.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated.

B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.

1. Wiring Diagrams: For power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.6 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 FUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Sector; Eaton Corporation.
2. General Electric Company.
3. Square D.

B. Type HD, Heavy Duty, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
4. Lugs: Suitable for number, size, and conductor material.

2.2 NONFUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Sector; Eaton Corporation.
2. General Electric Company.
3. Square D.

B. Type HD, Heavy Duty, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Lugs: Suitable for number, size, and conductor material.

2.3 MOLDED-CASE CIRCUIT BREAKERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Sector; Eaton Corporation.
2. General Electric Company.
3. Square D.

B. General Requirements: Comply with UL 489, NEMA AB 1, and NEMA AB 3, with interrupting capacity to comply with available fault currents.

C. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

D. Features and Accessories:

1. Standard frame sizes, trip ratings, and number of poles.
2. Lugs: Suitable for number, size, trip ratings, and conductor material.
3. Ground-Fault Protection: Comply with UL 1053; integrally mounted, self-powered type with mechanical ground-fault indicator; relay with adjustable pickup and time-delay settings, push-to-test feature, internal memory, and shunt trip unit; and three-phase, zero-sequence current transformer/sensor.
4. Shunt Trip: Trip coil energized from separate circuit, with coil-clearing contact.

2.4 ENCLOSURES

A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.

1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
2. Outdoor Locations: NEMA 250, Type 3R.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.

B. Install fuses in fusible devices. Verify exact fuse rating with equipment nameplate.

C. Comply with NECA 1.

3.2 IDENTIFICATION

A. Comply with requirements in Section 260553 "Identification for Electrical Systems."

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Acceptance Testing Preparation:

1. Test insulation resistance for each enclosed switch and circuit breaker, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

C. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

D. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports, including a certified report that identifies enclosed switches and circuit breakers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262816

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 262913 - ENCLOSED CONTROLLERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes the following enclosed controllers rated 600 V and less:

1. Full-voltage manual.
2. Full-voltage magnetic.

1.2 DEFINITIONS

A. CPT: Control power transformer.

B. MCCB: Molded-case circuit breaker.

C. MCP: Motor circuit protector.

D. N.C.: Normally closed.

E. N.O.: Normally open.

F. OCPD: Overcurrent protective device.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of enclosed controller.

B. Shop Drawings: For each enclosed controller. Include dimensioned plans, elevations, sections, details, and required clearances and service spaces around controller enclosures.

1. Wiring Diagrams: For power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

FORD FIELDS CONCESSION STAND
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1.6 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 FULL-VOLTAGE CONTROLLERS

A. General Requirements for Full-Voltage Controllers: Comply with NEMA ICS 2, general purpose, Class A.

B. Motor-Starting Switches: "Quick-make, quick-break" toggle or push-button action; marked to show whether unit is off or on.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Eaton Electrical Sector; Eaton Corporation.
b. General Electric Company.
c. Square D.

2. Configuration: Nonreversing.
3. Surface mounting.
4. Pilot light.

C. Fractional Horsepower Manual Controllers: "Quick-make, quick-break" toggle or push-button action; marked to show whether unit is off, on, or tripped.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Eaton Electrical Sector; Eaton Corporation.
b. General Electric Company.
c. Square D.

2. Configuration: Two speed.
3. Overload Relays: Inverse-time-current characteristics; NEMA ICS 2, Class 10 tripping characteristics; heaters matched to nameplate full-load current of actual protected motor; external reset push button; bimetallic type.
4. Surface mounting.
5. Pilot light.

D. Integral Horsepower Manual Controllers: "Quick-make, quick-break" toggle or push-button action; marked to show whether unit is off, on, or tripped.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Eaton Electrical Sector; Eaton Corporation.
    b. General Electric Company.
    c. Square D.

2. Configuration: Nonreversing.
3. Overload Relays: Inverse-time-current characteristics; NEMA ICS 2, Class 10 tripping characteristics; heaters and sensors in each phase, matched to nameplate full-load current of actual protected motor and having appropriate adjustment for duty cycle; external reset push button; bimetallic type.
4. Surface mounting.
5. Pilot light.

E. Magnetic Controllers: Full voltage, across the line, electrically held.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Eaton Electrical Sector; Eaton Corporation.
    b. General Electric Company.
    c. Square D.

2. Configuration: Nonreversing.
3. Contactor Coils: Pressure-encapsulated type.

    a. Operating Voltage: Depending on contactor NEMA size and line-voltage rating, manufacturer's standard matching control power or line voltage.

4. Power Contacts: Totally enclosed, double-break, silver-cadmium oxide; assembled to allow inspection and replacement without disturbing line or load wiring.
5. Control Circuits: 120-V ac; obtained from integral CPT, with primary and secondary fuses, with CPT of sufficient capacity to operate integral devices and remotely located pilot, indicating, and control devices. (100VA extra minimum.)

6. Solid-State Overload Relay:

    a. Switch or dial selectable for motor running overload protection.
    b. Sensors in each phase.
    c. Class 10/20 selectable tripping characteristic selected to protect motor against voltage and current unbalance and single phasing.

7. External overload reset push button.

F. Combination Magnetic Controller: Factory-assembled combination of magnetic controller, OCPD, and disconnecting means.

G. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Sector; Eaton Corporation.
2. General Electric Company.
3. Square D.

4. MCP Disconnecting Means:

   a. UL 489, NEMA AB 1, and NEMA AB 3, with interrupting capacity to comply with available fault currents, instantaneous-only circuit breaker with front-mounted, field-adjustable, short-circuit trip coordinated with motor locked-rotor amperes.
   b. Lockable Handle: Accepts three padlocks and interlocks with cover in closed position.
   c. Auxiliary contacts "a" arranged to activate with MCP handle.

2.2 ENCLOSURES

A. Enclosed Controllers: NEMA ICS 6, to comply with environmental conditions at installed location.

1. Dry and Clean Indoor Locations: Type 1.
2. Outdoor Locations: Type 3R.

2.3 ACCESSORIES

A. Push Buttons, Pilot Lights, and Selector Switches: NEMA ICS 5; heavy-duty type; factory installed in controller enclosure cover unless otherwise indicated. (Start-Stop, HOA, Red Pilot Light)

B. Control Relays: Auxiliary and adjustable time-delay relays.

C. Phase-Failure, Phase-Reversal, and Undervoltage and Overvoltage Relays: Solid-state sensing circuit with isolated output contacts for hard-wired connections. Provide adjustable undervoltage, overvoltage, and time-delay settings.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Wall-Mounted Controllers: Install enclosed controllers on walls with tops at uniform height, and with disconnect operating handles not higher than 79 inches above finished floor, unless otherwise indicated, and by bolting units to wall or mounting on lightweight structural-steel channels bolted to wall. For controllers not at walls, provide freestanding racks complying with Section 260529 "Hangers and Supports for Electrical Systems."

B. Install fuses in each fusible-switch enclosed controller.

C. Install fuses in control circuits if not factory installed. Comply with requirements in Section 262813 "Fuses."

D. Install heaters in thermal overload relays. Select heaters based on actual nameplate full-load amperes after motors have been installed.

E. Comply with NECA 1.

3.2 IDENTIFICATION

A. Identify enclosed controllers, components, and control wiring. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
2. Label each enclosure with engraved nameplate.
3. Label each enclosure-mounted control and pilot device.

3.3 CONTROL WIRING INSTALLATION

A. Install wiring between enclosed controllers and remote devices and facility's central control system. Comply with requirements in Section 260523 "Control-Voltage Electrical Power Cables."

B. Bundle, train, and support wiring in enclosures.

C. Connect selector switches and other automatic-control selection devices where applicable.

1. Connect selector switches to bypass only those manual- and automatic-control devices that have no safety functions when switch is in manual-control position.
2. Connect selector switches with enclosed-controller circuit in both manual and automatic positions for safety-type control devices such as low- and high-pressure cutouts, high-temperature cutouts, and motor overload protectors.

3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Acceptance Testing Preparation:

1. Test insulation resistance for each enclosed controller, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

C. Tests and Inspections:

1. Inspect controllers, wiring, components, connections, and equipment installation. Test and adjust controllers, components, and equipment.
2. Test insulation resistance for each enclosed-controller element, component, connecting motor supply, feeder, and control circuits.
3. Test continuity of each circuit.
4. Verify that voltages at controller locations are within plus or minus 10 percent of motor nameplate rated voltages. If outside this range for any motor, notify Engineer before starting the motor(s).
5. Test each motor for proper phase rotation.
6. Perform each electrical test and visual and mechanical inspection stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
7. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
8. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.

D. Enclosed controllers will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

A. Set field-adjustable switches and overload-relay pickup and trip ranges.

B. Adjust the trip settings of MCPs and thermal-magnetic circuit breakers with adjustable instantaneous trip elements. Initially adjust to six times the motor nameplate full-load ampere ratings and attempt to start motors several times, allowing for motor cooldown between starts. If tripping occurs on motor inrush, adjust settings in increments until motors start without tripping. Do not exceed eight times the motor full-load amperes (or 11 times for NEMA Premium Efficient motors if required). Where these maximum settings do not allow starting of a motor, notify Engineer before increasing settings.

3.6 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain enclosed controllers.

END OF SECTION 262913

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 264313 - SURGE PROTECTION FOR LOW-VOLTAGE POWER CIRCUITS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes field-mounted SPDs for low-voltage (120 to 600 V) power distribution and control equipment.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
2. Copy of UL Category Code VZCA certification, as a minimum, listing the tested values for VPRs, Inominal ratings, MCOVs, type designations, OCPD requirements, model numbers, system voltages, and modes of protection.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

B. Sample Warranty: For manufacturer's special warranty.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to replace or replace SPDs that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL SPD REQUIREMENTS

A. SPD with Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

C. Comply with UL 1449.

D. MCOV of the SPD shall be the nominal system voltage.

2.2 PANEL SUPPRESSORS

A. SPDs: Comply with UL 1449, Type 2.

1. Include LED indicator lights for power and protection status.
2. Internal thermal protection that disconnects the SPD before damaging internal suppressor components.

B. Peak Surge Current Rating: The minimum single-pulse surge current withstand rating per phase shall not be less than 100 kA. The peak surge current rating shall be the arithmetic sum of the ratings of the individual MOVs in a given mode.

C. Protection modes and UL 1449 VPR for grounded wye circuits with 208Y/120 V, three-phase, four-wire circuits shall not exceed the following:

1. Line to Neutral: 700 V for 208Y/120 V.
2. Line to Ground: 700 V for 208Y/120 V.
3. Neutral to Ground: 700 V for 208Y/120 V.
4. Line to Line: 1200 V for 208Y/120 V

D. SCCR: Equal or exceed 100 kA.

E. Inominal Rating: 20 kA.

2.3 ENCLOSURES

A. Indoor Enclosures: NEMA 250, Type 1.

B. Outdoor Enclosures: NEMA 250, Type 3R.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1.

B. Install an OCPD or disconnect as required to comply with the UL listing of the SPD.

C. Install SPDs with conductors between suppressor and points of attachment as short and straight as possible, and adjust circuit-breaker positions to achieve shortest and straightest leads. Do not splice and extend SPD leads unless specifically permitted by manufacturer. Do not exceed manufacturer's recommended lead length. Do not bond neutral and ground.

D. Use crimped connectors and splices only. Wire nuts are unacceptable.

E. Complete startup checks according to manufacturer's written instructions. Energize SPDs after power system has been energized, stabilized, and tested.

3.2 FIELD QUALITY CONTROL

A. Perform the following tests and inspections with the assistance of a factory-authorized service representative.

1. Compare equipment nameplate data for compliance with Drawings and Specifications.
2. Inspect anchorage, alignment, grounding, and clearances.
3. Verify that electrical wiring installation complies with manufacturer's written installation requirements.

B. An SPD will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

3.3 DEMONSTRATION

A. Train Owner's maintenance personnel to operate and maintain SPDs.

END OF SECTION 264313

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 265119 - LED INTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior solid-state luminaires that use LED technology.
2. Lighting fixture supports.

1.2 DEFINITIONS

A. CCT: Correlated color temperature.

B. CRI: Color Rendering Index.

C. Fixture: See "Luminaire."

D. IP: International Protection or Ingress Protection Rating.

E. LED: Light-emitting diode.

F. Lumen: Measured output of lamp and luminaire, or both.

G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product, arranged by designation.

B. Shop Drawings: For nonstandard or custom luminaires.

1. Include plans, elevations, sections, and mounting and attachment details.
2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.

C. Product Schedule: For luminaires and lamps. See Drawings.

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of luminaire.

B. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.6 WARRANTY

A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.

B. Warranty Period: Five year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 LUMINAIRE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Recessed Fixtures: Comply with NEMA LE 4.

C. CRI of minimum 80. CCT of 4100 K.

D. Rated lamp life of 50,000 hours.

E. Lamps dimmable from 100 percent to 0 percent of maximum light output.

F. Internal driver.

G. Nominal Operating Voltage: 120 V ac or 277 V ac. See Drawings.

1. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.

H. Housings:

1. Extruded-aluminum housing and heat sink.
2. White, painted finish.

2.2 MATERIALS

A. Metal Parts:

1. Free of burrs and sharp corners and edges.
2. Sheet metal components shall be steel unless otherwise indicated.
3. Form and support to prevent warping and sagging

B. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools.

Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

C. Diffusers, and Globes:

1. Clear, UV-stabilized acrylic.
2. Acrylic: One hundred percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
3. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.

D. Housings:

1. Extruded-aluminum housing and heat sink.
2. Clear per plan, powder-coat finish.

2.3 METAL FINISHES

A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

2.4 LUMINAIRE SUPPORT COMPONENTS

A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.

B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.

C. Wires: ASTM A 641/A 641 M, Class 3, soft temper, zinc-coated steel, 12 gage.

D. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.

E. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1. INSTALLATION

A. Comply with NECA 1.

B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.

C. Install lamps in each luminaire.

D. Supports: Sized and rated for luminaire weight.

E. Flush-Mounted Luminaire Support: Secured to outlet box.

F. Wall-Mounted Luminaire Support:

1. Attached to structural members in walls.
2. Do not attach luminaires directly to gypsum board.

G. Ceiling-Mounted Luminaire Support:

1. Ceiling mount with two 5/32-inch diameter aircraft cable supports adjustable to 120 inches in length.

H. Ceiling-Grid-Mounted Luminaires:

1. Secure to any required outlet box.
2. Secure luminaire using approved fasteners in a minimum of four locations, spaced near corners of luminaire.

I. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

J. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.2 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.

B. Luminaire will be considered defective if it does not pass operation tests and inspections.

C. Prepare test and inspection reports.

END OF SECTION 265119

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 283111 - DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fire-alarm control unit.
2. Manual fire-alarm boxes.
3. System smoke detectors.
4. Heat detectors.
5. Notification appliances.
6. Addressable interface device.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product, including furnished options and accessories.

B. Shop Drawings: For fire-alarm system.

1. Comply with recommendations and requirements in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
2. Include plans, elevations, sections, details, and attachments to other work.
3. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
4. Detail assembly and support requirements.
5. Include voltage drop calculations for notification-appliance circuits.
6. Include battery-size calculations.
7. Include input/output matrix.
8. Include statement from manufacturer that all equipment and components have been tested as a system and meet all requirements in this Specification and in NFPA 72.
9. Include performance parameters and installation details for each detector.
10. Verify that each duct detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
11. Include plans, sections, and elevations of heating, ventilating, and air-conditioning ducts, drawn to scale; coordinate location of duct smoke detectors and access to them.

    a. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators.
    b. Show field wiring required for HVAC unit shutdown on alarm.
    c. Locate detectors according to manufacturer's written recommendations.

12. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits and point-to-point wiring diagrams.

C. General Submittal Requirements:

1. Submittals shall be approved by authorities having jurisdiction prior to submitting them to Architect.
2. Shop Drawings shall be prepared by persons with the following qualifications:

a. Trained and certified by manufacturer in fire-alarm system design.
b. NICET-certified, fire-alarm technician; Level III minimum.
c. Licensed or certified by authorities having jurisdiction.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Field quality-control reports.

C. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For fire-alarm systems and components to include in emergency, operation, and maintenance manuals.

1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:

a. Comply with the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
b. Provide "Fire Alarm and Emergency Communications System Record of Completion Documents" according to the "Completion Documents" Article in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
c. Complete wiring diagrams showing connections between all devices and equipment.
d. Riser diagram.
e. Record copy of site-specific software.
f. Provide "Inspection and Testing Form" according to the "Inspection, Testing and Maintenance" chapter in NFPA 72, and include the following:

1) Equipment tested.
2) Frequency of testing of installed components.
3) Frequency of inspection of installed components.
4) Requirements and recommendations related to results of maintenance.
5) Manufacturer's user training manuals.

g. Manufacturer's required maintenance related to system warranty requirements.
h. Abbreviated operating instructions for mounting at fire-alarm control unit and each annunciator unit.

B. Software and Firmware Operational Documentation:

1. Software operating and upgrade manuals.
2. Program Software Backup: On magnetic media or compact disk, complete with data files.
3. Device address list.
4. Printout of software application and graphic screens.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Personnel shall be trained and certified by manufacturer for installation of units required for this Project.

B. Installer Qualifications: Installation shall be by personnel certified by NICET as fire-alarm Level III technician.

1.6 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace fire-alarm system equipment and components that fail in materials or workmanship within specified warranty period.

1. Warranty Extent: All equipment and components not covered in the Maintenance Service Agreement.
2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Source Limitations for Fire-Alarm System and Components: Components shall be compatible with, and operate as an extension of, existing system. Provide system manufacturer's certification that all components provided have been tested as, and will operate as, a system.

B. Noncoded, UL-certified addressable system, with multiplexed signal transmission and horn/strobe evacuation.

C. Automatic sensitivity control of certain smoke detectors.

D. All components provided shall be listed for use with the selected system.

E. 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.

2.2 SYSTEMS OPERATIONAL DESCRIPTION

A. Fire-alarm signal initiation shall be by one or more of the following devices and systems:

1. Manual stations.
2. Heat detectors.
3. Smoke detectors.
4. Duct smoke detectors.
5. Fire-extinguishing system operation.

B. Fire-alarm signal shall initiate the following actions:

1. Continuously operate alarm notification appliances.
2. Identify alarm and specific initiating device at fire-alarm control unit and remote annunciators.
3. Transmit an alarm signal to the remote alarm receiving station.
4. Switch heating, ventilating, and air-conditioning equipment controls to fire-alarm mode.
5. Record events in the system memory.

C. Supervisory signal initiation shall be by one or more of the following devices and actions:

1. Loss of communication with any panel on the network.

D. System trouble signal initiation shall be by one or more of the following devices and actions:

1. Open circuits, shorts, and grounds in designated circuits.
2. Opening, tampering with, or removing alarm-initiating and supervisory signal-initiating devices.
3. Loss of communication with any addressable sensor, input module, relay, control module, or remote annunciator.
4. Loss of primary power at fire-alarm control unit.
5. Ground or a single break in internal circuits of fire-alarm control unit.
6. Abnormal ac voltage at fire-alarm control unit.
7. Break in standby battery circuitry.
8. Failure of battery charging.
9. Abnormal position of any switch at fire-alarm control unit or annunciator.

E. System Supervisory Signal Actions:

1. Initiate notification appliances.
2. Identify specific device initiating the event at fire-alarm control unit and remote annunciators.
3. After a time delay of 200 seconds, transmit a trouble or supervisory signal to the remote alarm receiving station.

2.3 FIRE-ALARM CONTROL UNIT

A. The Fire Alarm Control Unit is an existing system and this project shall provide the additional components to expand system to include the new facility..

2.4 MANUAL FIRE-ALARM BOXES

A. General Requirements for Manual Fire-Alarm Boxes: Comply with UL 38.

1. Dual-action mechanism, pull-lever type; with integral addressable module arranged to communicate manual-station status (normal, alarm, or trouble) to fire-alarm control unit.
2. Station Reset: Key- or wrench-operated switch.

2.5 SYSTEM SMOKE DETECTORS

A. General Requirements for System Smoke Detectors:

1. Comply with UL 268; operating at 24-V dc, nominal.
2. Detectors shall be two-wire type.
3. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
4. Base Mounting: Detector and associated electronic components shall be mounted in a twist-lock module that connects to a fixed base. Provide terminals in the fixed base for connection to building wiring.
5. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
6. Integral Visual-Indicating Light: LED type, indicating detector has operated and power-on status.
7. Remote Control: Unless otherwise indicated, detectors shall be digital-addressable type, individually monitored at fire-alarm control unit for calibration, sensitivity, and alarm condition.

    a. Rate-of-rise temperature characteristic of combination smoke- and heat-detection units shall be selectable at fire-alarm control unit for 15 or 20 deg F per minute.
    b. Fixed-temperature sensing characteristic of combination smoke- and heat-detection units shall be independent of rate-of-rise sensing and shall be settable at fire-alarm control unit to operate at 135 or 155 deg F.
    c. Multiple levels of detection sensitivity for each sensor.
    d. Sensitivity levels based on time of day.

B. Photoelectric Smoke Detectors:

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:

    a. Primary status.

b. Device type.
c. Present average value.
d. Present sensitivity selected.
e. Sensor range (normal, dirty, etc.).

C. Ionization Smoke Detector:

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:

a. Primary status.
b. Device type.
c. Present average value.
d. Present sensitivity selected.
e. Sensor range (normal, dirty, etc.).

D. Duct Smoke Detectors: Photoelectric type complying with UL 268A.

1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:

a. Primary status.
b. Device type.
c. Present average value.
d. Present sensitivity selected.
e. Sensor range (normal, dirty, etc.).

3. Weatherproof Duct Housing Enclosure: NEMA 250, Type 4X; NRTL listed for use with the supplied detector for smoke detection in HVAC system ducts.
4. Each sensor shall have multiple levels of detection sensitivity.
5. Sampling Tubes: Design and dimensions as recommended by manufacturer for specific duct size, air velocity, and installation conditions where applied.
6. Relay Fan Shutdown: Fully programmable relay rated to interrupt fan motor-control circuit.

2.6 HEAT DETECTORS

A. General Requirements for Heat Detectors: Comply with UL 521.

1. Temperature sensors shall test for and communicate the sensitivity range of the device.

B. Heat Detector, Combination Type: Actuated by either a fixed temperature or a rate of rise.

1. Mounting: Twist-lock base interchangeable with smoke-detector bases.

2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

C. Heat Detector, Fixed-Temperature Type: Actuated by temperature that exceeds a fixed temperature.

1. Mounting: Twist-lock base interchangeable with smoke-detector bases.
2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

2.7 NOTIFICATION APPLIANCES

A. General Requirements for Notification Appliances: Connected to notification-appliance signal circuits, zoned as indicated, equipped for mounting as indicated, and with screw terminals for system connections.

1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly, equipped for mounting as indicated, and with screw terminals for system connections.

B. Horns: Electric-vibrating-polarized type, 24-V dc; with provision for housing the operating mechanism behind a grille. Comply with UL 464.

C. Visible Notification Appliances: Xenon strobe lights complying with UL 1971, with clear or nominal white polycarbonate lens mounted on an aluminum faceplate. The word "FIRE" is engraved in minimum 1-inch- high letters on the lens.

1. Mounting: Wall mounted unless otherwise indicated.
2. Flashing shall be in a temporal pattern, synchronized with other units.
3. Strobe Leads: Factory connected to screw terminals.
4. Mounting Faceplate: Factory finished, red.

2.8 REMOTE ANNUNCIATOR

A. Description: Annunciator functions shall match those of fire-alarm control unit for alarm, supervisory, and trouble indications. Manual switching functions shall match those of fire-alarm control unit, including acknowledging, silencing, resetting, and testing.

1. Mounting: Flush cabinet, NEMA 250, Type 1.

B. Display Type and Functional Performance: Alphanumeric display and LED indicating lights shall match those of fire-alarm control unit. Provide controls to acknowledge, silence, reset, and test functions for alarm, supervisory, and trouble signals.

2.9 ADDRESSABLE INTERFACE DEVICE

A. General:

1. Include address-setting means on the module.

2. Store an internal identifying code for control panel use to identify the module type.

B. Monitor Module: Microelectronic module providing a system address for alarm-initiating devices for wired applications with normally open contacts.

1. Operate notification devices.
2. Operate solenoids for use in sprinkler service.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION

A. Comply with NFPA 72, NFPA 101, and requirements of authorities having jurisdiction for installation and testing of fire-alarm equipment. Install all electrical wiring to comply with requirements in NFPA 70 including, but not limited to, Article 760, "Fire Alarm Systems."

B. Connecting to Existing Equipment: Verify that existing fire-alarm system is operational before making changes or connections.

C. Install wall-mounted equipment, with tops of cabinets not more than 78 inches above the finished floor.

D. Manual Fire-Alarm Boxes:

1. Install manual fire-alarm box in the normal path of egress within 60 inches of the exit doorway.
2. Mount manual fire-alarm box on a background of a contrasting color.
3. The operable part of manual fire-alarm box shall be between 42 inches and 48 inches above floor level. All devices shall be mounted at the same height unless otherwise indicated.

E. Smoke- or Heat-Detector Spacing: Comply with NFPA 72.

F. Duct Smoke Detectors: Comply with NFPA 72 and NFPA 90A. Install sampling tubes so they extend the full width of duct. Tubes more than 36 inches long shall be supported at both ends.

G. Remote Status and Alarm Indicators: Install in a visible location near each smoke detector, sprinkler water-flow switch, and valve-tamper switch that is not readily visible from normal viewing position.

H. Audible Alarm-Indicating Devices: Install not less than 6 inches below the ceiling. Install horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille. Install all devices at the same height unless otherwise indicated.

I. Visible Alarm-Indicating Devices: Install adjacent to each alarm bell or alarm horn and at least 6 inches below the ceiling. Install all devices at the same height unless otherwise indicated.

J. Device Location-Indicating Lights: Locate in public space near the device they monitor.

3.2 PATHWAYS

A. Pathways above recessed ceilings and in nonaccessible locations may be routed exposed.

1. Exposed pathways located less than 96 inches above the floor shall be installed in EMT.

2. Exposed pathways conductors shall be red.

B. Pathways shall be installed in EMT.

C. Exposed EMT junction boxes shall be painted red enamel.

3.3 CONNECTIONS

A. For fire-protection systems related to doors in fire-rated walls and partitions and to doors in smoke partitions, comply with requirements in Section 087100 "Door Hardware." Connect hardware and devices to fire-alarm system.

1. Verify that hardware and devices are listed for use with installed fire-alarm system before making connections.

B. Make addressable connections with a supervised interface device to the following devices and systems. Install the interface device less than 36 inches from the device controlled. Make an addressable confirmation connection when such feedback is available at the device or system being controlled.

1. Smoke dampers in air ducts of designated HVAC duct systems.
2. Magnetically held-open doors.
3. Electronically locked doors and access gates.
4. Alarm-initiating connection to elevator recall system and components.
5. Supervisory connections at valve supervisory switches.
6. Supervisory connections at elevator shunt-trip breaker.

3.4 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

B. Install framed instructions in a location visible from fire-alarm control unit.

3.5 GROUNDING

A. Ground fire-alarm control unit and associated circuits; comply with IEEE 1100. Install a ground wire from main service ground to fire-alarm control unit.

B. Ground shielded cables at the control panel location only. Insulate shield at device location.

3.6 FIELD QUALITY CONTROL

A. Field tests shall be witnessed by Architect and authorities having jurisdiction.

B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:

1. Visual Inspection: Conduct visual inspection prior to testing.

a. Inspection shall be based on completed record Drawings and system documentation that is required by NFPA 72 in its "Completion Documents, Preparation" table in the "Documentation" section of the "Fundamentals" chapter.
b. Comply with the "Visual Inspection Frequencies" table in the "Inspection" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72; retain the "Initial/Reacceptance" column and list only the installed components.

2. System Testing: Comply with the "Test Methods" table in the "Testing" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
3. Factory-authorized service representative shall prepare the "Fire Alarm System Record of Completion" in the "Documentation" section of the "Fundamentals" chapter in NFPA 72 and the "Inspection and Testing Form" in the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.

C. Reacceptance Testing: Perform reacceptance testing to verify the proper operation of added or replaced devices and appliances.

D. Fire-alarm system will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

F. Maintenance Test and Inspection: Perform tests and inspections listed for weekly, monthly, quarterly, and semiannual periods. Use forms developed for initial tests and inspections.

G. Annual Test and Inspection: One year after date of Substantial Completion, test fire-alarm system complying with visual and testing inspection requirements in NFPA 72. Use forms developed for initial tests and inspections.

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

3.7 SOFTWARE SERVICE AGREEMENT

A. Comply with UL 864.

B. Technical Support: Beginning at Substantial Completion, service agreement shall include software support for two years.

C. Upgrade Service: At Substantial Completion, update software to latest version. Install and program software upgrades that become available within two years from date of Substantial Completion. Upgrading software shall include operating system and new or revised licenses for using software.

1. Upgrade Notice: At least 30 days to allow Owner to schedule access to system and to upgrade computer equipment if necessary.

3.8 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain fire-alarm system.

END OF SECTION 283111

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 310000 - GEO-TECHNICAL INVESTIGATION REPORTS

GENERAL

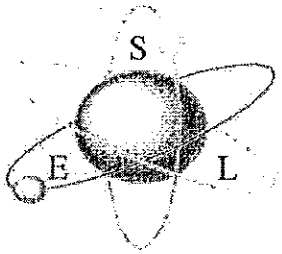
A. The report reproduced on the following pages is an exact copy of the original Subsurface Investigation Report for the Ford Park Multi-Sports Facility, Beaumont, Texas, prepared by Science Engineering, Inc.

B. Procedures and precautions recommended in the following Subsurface Investigation Report and attachments are to be strictly followed by the contractor. Where the technical sections of these specifications differ from the recommendations of the Subsurface Investigation Report, the more stringent requirement shall govern.

C. The Contractor is responsible for examining the site and determining the nature of the materials to be excavated.

D. Contractor shall be responsible for paying for all failed tests. Geo-Technical inspection service will bill all failed tests directly to the Contractor. Evidence of payment shall be a requirement for substantial completion.

SUBSURFACE SOILS INVESTIGATION REPORT FOLLOWS IN ITS ENTIRETY AND COMPLETES SECTION 310000.



SCIENCE ENGINEERING, LTD.

GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

GEOTECHNICAL INVESTIGATION

FOR

FORD PARK MULTI-SPORTS FACILITY

IN

BEAUMONT, TEXAS

REPORT NUMBER 14260

REPORTED TO:

AMERICAN BUILDERS
9405 COLLEGE STREET
BEAUMONT, TEXAS 77707

NOVEMBER 2014

PREPARED BY:
SCIENCE ENGINEERING, LTD.

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GEOTECHNICAL INVESTIGATION
Multi-Sports Facility
Beaumont, Texas

INTRODUCTION

The study reported herein is a preliminary investigation of subsurface conditions for the new Ford Park Multi-Sports Facility in Beaumont, Texas.

AUTHORIZATION

This investigation was authorized by Mr. Don King, P.E. by e-mail dated November 5, 2014.

SUBSURFACE EXPLORATION

The subsurface exploration at the site was accomplished by means of two (2) undisturbed sample core borings drilled to depths of approximately twenty (20) feet below existing ground surface. Approximate locations of the borings are shown on the attached boring plan.

SUBSURFACE INVESTIGATION

The subsurface investigation consisted of drilling three-inch nominal diameter core borings. Undisturbed samples of the cohesive soils were obtained from the borings by means of thin-wall, seamless steel Shelby tube samplers, in accordance with the ASTM D-1587 method. The shear strength of the cohesive soil samples was estimated by hand pentrometer in the field.

All undisturbed samples were extracted mechanically from the core barrels in the field, classified, wrapped in aluminum foil, and sealed in airtight plastic bags to prevent moisture loss and disturbance. The samples were transported to our laboratory for testing and further study.

LABORATORY INVESTIGATIONS

All samples from borings were examined and classified in the laboratory by a soil engineer, according to procedures outlined in ASTM D-2488. Laboratory tests were performed on selected soil samples in order to evaluate the engineering properties of the soil in accordance with the indicated standard procedures.

LABORATORY TESTS	STANDARD TESTS
Atterberg Limits (L.L., P. L., P.I.)	ASTM D-4318
Soil Moisture Content	ASTM D-2216
Unconfined Compressive Strength	ASTM D-2266
Soils Classification	ASTM D-2487

Undrained shear strength of selective cohesive soils was determined by unconfined compression tests. Water content and dry unit weight of the foundation soils were determined as routine parts of the unconfined compression tests. Atterberg limits tests were performed on appropriate cohesive samples. The results of these tests are shown on the attached boring logs.

SUBSURFACE CONDITIONS

Specific types and depths of subsurface strata encountered on the site are shown on the attached boring logs. Review of the boring logs indicates that generalized stratography is approximately as follows:

Stratum No.	Average Depth, feet	Description of Strata
I	0.00 - 6.00	Dark Gray CLAY (CH)
II	6.00 - 17.00	Tan and Gray CLAY (CH) with ferrous nodules and slickensides
III	17.00 - 20.00	Tan and Gray SANDY CLAY (CL)

The near surface soils are "CH" type soils when classified by the unified soils classification system. This type soil normally exhibits high swell potential during seasonal moisture variations.

Hydrostatic water was not encountered at the time of drilling.

CONSTRUCTION VARIATIONS

The information contained in this report summarizes conditions found on the date that the borings was drilled. The depth to the static water table may be expected to vary with the environmental variations, such as frequency and magnitude of precipitation and the time of year that construction begins.

DESIGN ANALYSIS AND RECOMMENDATIONS

Information available to this office indicates that the proposed construction at the site will consist of a new multi-sports facility.

DRILLED FOOTINGS (UNDERREAMS)

From analysis of the borings logs and laboratory tests results, it is recommended that the structural loads be transmitted to the foundation soils by the use of drilled and underreamed type footings. Footings should extend to a depth of nine feet (9') below existing ground surface to be located in Tan and Gray Clay. Utilizing a minimum factor of safety of three for dead load, or a minimum factor of two for total load, the allowable bearing capacity of the foundation soils for circular type footings is given as follows. 2,500 Pounds per square foot (PSF) for dead load, plus long term live loads and 3,700 PSF for total load. Whichever is critical should be used. The allowable loads given can be increased by thirty percent (30%) for wind or temporary lateral loading.

Due to the presence of slickensides at the recommended depth, we suggest that the bell to shaft ratio for the footings be limited to one to two (1:2).

There is potential for upward movement of the plastic clays in contact with the sides of the piers; the pier shafts should be well reinforced throughout their length resist tensional force.

STRUCTURE FOUNDATION

Each footing excavation should be inspected by the project's Engineer, Architect or Owner's representative prior to placing concrete to insure that (a) the footing has been constructed at the correct depth and the correct formation established by previously mentioned criteria, (b) the footing is concentric with the pier shaft or column, and (c) excessive cuttings, build-up or any soft-compressible material(s) have been removed from the bottom of the excavation.

Placement of concrete should be accomplished as soon as possible to prevent changes in the state of stress and the caving of the foundation soils. No footings should be poured without the prior approval of the projects' Engineer, Architect or Owner's representative.

FOUNDATION SETTLEMENT

A detailed settlement analysis was not within the scope of this study. It is anticipated that the footings designed, using the recommended allowable bearing pressures, will experience small settlements that will be well within the tolerable limit for the proposed structure.

FLOOR SLABS AND GRADE BEAMS

Review of the Atterberg Limits determinations indicates that the surface soils are "CH" type soils, with high plasticity, which may exhibit expansion during seasonal wetting and drying cycles. We believe that conventional "slab-on-fill" construction may be used for the interior portion of the structures built at the site. Select fill, a minimum of thirty-six-inch (36") thickness should be used to bring the structure to grade.

Prior to placement of select fill, strip site sufficiently to remove all topsoil, existing vegetation and roots larger than ½" in diameter to an approximate depth of twelve (12) inches. Then scarify the subgrade, add moisture, if necessary, and recompact to 95% of the maximum dry density as determined by ASTM D-698 (Standard Proctor). The moisture content at the time of compaction of subgrade soils should be within +1 to +3% of the proctor optimum value.

Select fill should then be placed, under laboratory control, in no greater than eight-inch (8") loose layers, and compacted to a minimum of 95% of the maximum dry unit weight, as obtained in the laboratory by means ASTM D-698 procedure. Moisture content of ±2% optimum should be maintained during placement of the select fill material. A vapor barrier consisting of six (6) mil Polyethylene shall be placed between the select fill and concrete slab.

The material used as select fill should consist of a non-active sandy clay or clayey sand type substance, having a Liquid Limit of 36 or less and Plasticity Index (P.I.) varying from 10 to 20.

SITE PREPARATION

In order to remedy construction problems, which may develop if attempts are made to work the surface materials following prolonged periods of rainfall which are common to this area, it is recommended that prior to starting any work at the site that proper construction drainage is to be provided to maintain a relatively dry construction site. (Use a minimum slope of 5% within 10 feet of the foundation).

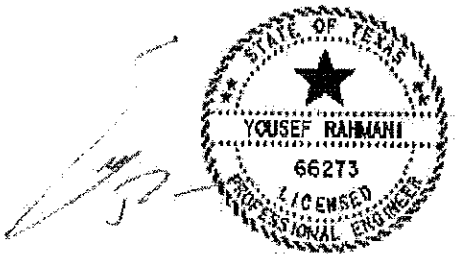
LIMITATIONS

The conclusions and recommendations given in this report are based on the analysis of the data collected for this project. Additive conclusions or recommendations made from this data by others are their responsibility.

Our study is based on the data obtained from soil borings made at the locations shown on borings plan. The nature and extent of variations between borings may become evident during construction. We should be requested to observe exposed conditions. After making these observations, and noting the engineering significance of variations, we will advise you of any changes in recommendations believed appropriate.

We appreciate this opportunity to provide our services to this project. Please let us know if you require additional information. Thank you.

Respectfully submitted for the firm,
TBPE Registration No. 4060



Yousef Rahmani, P.E.
President

Encl.: Boring Plan
Boring Logs 1 and 2
Geotechnical Chart/Symbols

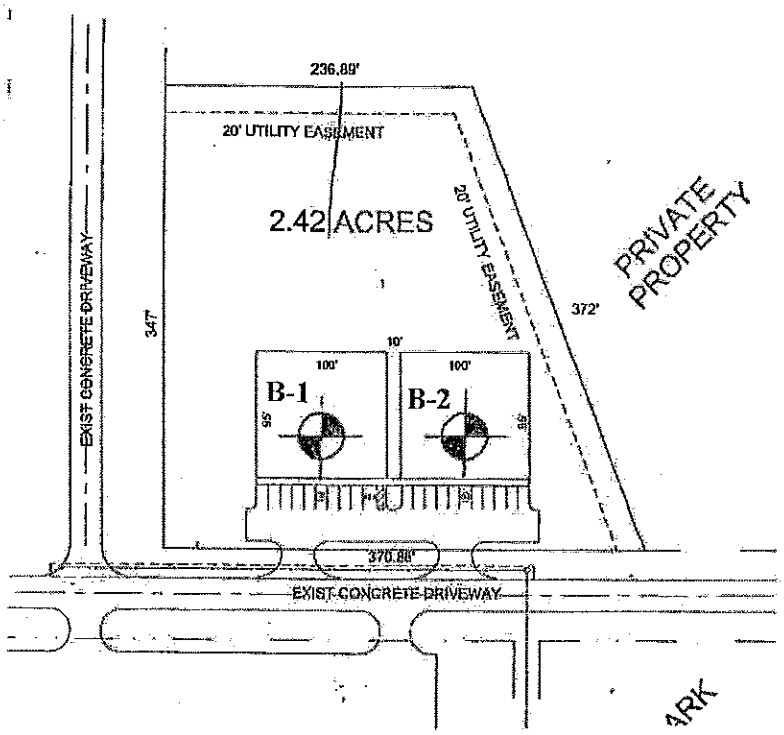
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1- SEL File 14260

YR/nb

SCIENCE ENGINEERING, LTD.

GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

Report Number 14260



FORD PARK MULTI-SPORTS FACILTIY
BEAUMONT, TEXAS

BORING PLAN

NOVEMBER 2014

NOT TO SCALE

P.O. Box 2048 / Nederland, Texas 77627 / Tel.:(409) 982-0686 or (409)727-2218

Fax: (409) 982-0619 / E-Mail: yousef@science-engineer.com

SCIENCE ENGINEERING, LTD.

GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING

Project: Ford Park Multi-Sports Facility
Beaumont, Texas

Project No: 14260
Date of Report: 11/13/2014
Date of Boring: 11/11/2014
Authorization: Mr. Don King, P.E.

Boring Number: B-1
Location: See Boring Plan
Dry Auger: 0 to 20 Feet

DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH: POCKET PENETROMETER (TSF)	SHEAR STRENGTH: UNCONFINED COMPRESSIVE STRENGTH (TSF)
				Dark Gray CLAY								
							71	26	45		0.75	
											0.25	
5				CH	33	80	91	32	59		0.25	0.30
				Gray and Tan CLAY with ferrous nodules								
											0.25	
				tan and gray with slickensides	36	89	90	31	59		0.75	0.90
10												
					38	78	109	36	73		0.75	0.43
					42	81	112	40	72		0.75	0.51
15												
				CH								
				Gray SANDY CLAY								
				CL	22	99	39	19	20		0.50	0.30
20												
				Bottom at 20 feet								
				1. Water was not encountered during drilling.								
				2. Bore hole dry upon completion.								

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SCIENCE ENGINEERING, LTD.

GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

LOG OF BORING

Project: Ford Park Multi-Sports Facility
Beaumont, Texas

Boring Number: B-2
Location: See Boring Plan
Dry Auger: 0 to 20 Feet

Project No: 14260
Date of Report: 11/13/2014
Date of Boring: 11/11/2014
Authorization: Mr. Don King, P.E.

DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH: POCKET PENETROMETER (TSF)	SHEAR STRENGTH: UNCONFINED COMPRESSIVE STRENGTH (TSF)
				Dark Gray CLAY							0.50	
					34	85	100	33	67		0.25	0.37
				CH							0.25	
5				Tan and Gray CLAY with ferrous nodules and slickensides	32	91	87	26	61		0.35	0.40
					29	88					0.65	0.60
10												
					39	78	108	34	74		0.75	0.50
15				CH								
				Tan and Gray SANDY CLAY								
				CL	22	107					1.00	0.85
20				Bottom at 20 feet								

1. Water was not encountered during drilling.
2. Bore hole dry upon completion.

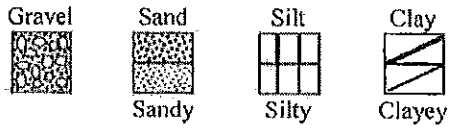
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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

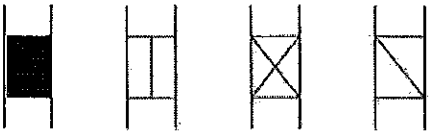
KEY TO SOIL CLASSIFICATION AND SYMBOLS

SOIL TYPE



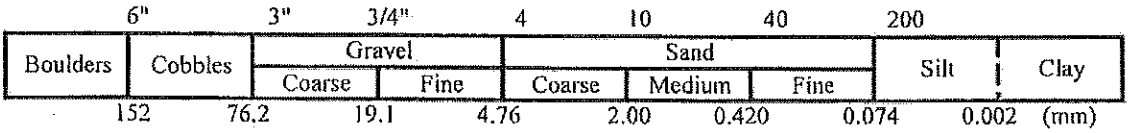
Predominant type shown heavy

SAMPLE TYPE

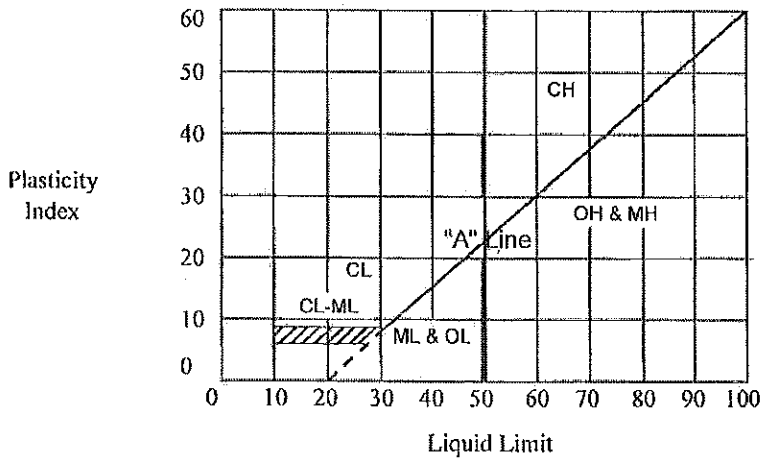


SOIL GRAIN SIZE

U.S. Standard Sieve



PLASTICITY CHART



CONSISTENCY OF COHESIVE SOILS

Penetration Resistance, blows per foot	Consistency	Cohesion TSF	Plasticity Index	Degree of Plasticity
0 - 2	Very Soft	0 - 0.125	0 - 5	None
2 - 4	Soft	0.125 - 0.25	5 - 10	Low
4 - 8	Firm	0.25 - 0.5	10 - 20	Moderate
8 - 15	Stiff	0.5 - 1.0	20 - 40	Plastic
15 -30	Very Stiff	1.0 - 2.0	> 40	Highly Plastic
> 30	Hard	> 2.0		

RELATIVE DENSITY OF COHESIONLESS SOILS

Penetration Resistance, blows per foot	Relative Density
0 - 4	Very Loose
4 - 10	Loose
10 - 30	Medium Dense
30 - 50	Dense
> 50	Very Dense

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FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting, capping or sealing site utilities.
7. Temporary erosion- and sedimentation-control measures.

1.2 MATERIAL OWNERSHIP

A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.3 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.

C. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.

D. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.

7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Division 31 Section "Earth Moving."

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated.

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.

B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

A. General: Protect trees and plants remaining on-site according to requirements in Division 01 Section "Temporary Tree and Plant Protection."

B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

3.4 EXISTING UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.

1. Arrange with utility companies to shut off indicated utilities.

B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.

C. Removal of underground utilities is included in Division 22 and Division 26 Sections.

3.5 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.

1. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches (450 mm) below exposed subgrade.
2. Use only hand methods for grubbing within protection zones.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

3.7 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 311000

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns and grasses and.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for slabs-on-grade.
4. Subbase course for concrete walks, pavements.
5. Excavating and backfilling for utility trenches.

1.2 DEFINITIONS

A. Backfill: Soil material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions changes in the Work.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

I. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487 or a combination of these groups.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.

E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.

F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.

G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.

H. Drainage Course: Narrowly graded mixture of [washed]crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 31 Section "Site Clearing."

C. Protect and maintain erosion and sedimentation controls, which are specified in Division 31 Section "Site Clearing." during earthwork operations.

3.2 EXCAVATION

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.3 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.

1. Clearance: 12 inches (300 mm) each side of pipe or conduit or as indicated.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material, 4 inches (100 mm) deeper elsewhere, to allow for bedding course.

3.6 SUBGRADE INSPECTION

A. Proof-roll subgrade below the building slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi (17.2 MPa), may be used when approved by Architect.

1. Fill unauthorized excavations under other construction or utility pipe as directed by Architect.

3.8 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Backfill trenches excavated under footings and within 18 inches (450 mm) of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 03 Section "Cast-in-Place Concrete".

D. Provide 4-inch- (100-mm-) thick, concrete-base slab support for piping or conduit less than 30 inches (750 mm) below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches (100 mm) of concrete before backfilling or placing roadway subbase.

E. Place and compact initial backfill of subbase material, free of particles larger than 1 inch (25 mm) in any dimension, to a height of 12 inches (300 mm) over the utility pipe or conduit.

1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

F. Place and compact final backfill of satisfactory soil to final subgrade elevation.

G. Install warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

3.10 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

3.11 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:

1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill soil material at 95 percent.
2. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 92 percent.
3. Under lawn or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 85 percent.
4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.13 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 1 inch (25 mm).
2. Walks: Plus or minus 1 inch (25 mm).
3. Pavements: Plus or minus 1/2 inch (13 mm).

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch (13 mm) when tested with a 10-foot (3-m) straightedge.

3.14 SUBBASE AND BASE COURSES

A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase and base course under pavements and walks as follows:

1. Shape subbase and base course to required crown elevations and cross-slope grades.
2. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.15 DRAINAGE COURSE

A. Place drainage course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:

1. Place drainage course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.16 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.

D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable.

E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.17 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 312000

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 313116 - TERMITE CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Soil treatment with termiticide.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated. Include the EPA-Registered Label.

B. Product certificates.

C. Soil Treatment Application Report: Include the following:

1. Date and time of application.
2. Moisture content of soil before application.
3. Brand name and manufacturer of termiticide.
4. Quantity of undiluted termiticide used.
5. Dilutions, methods, volumes, and rates of application used.
6. Areas of application.
7. Water source for application.

1.3 QUALITY ASSURANCE

A. Installer Qualifications: A specialist who is licensed according to regulations of authorities having jurisdiction to apply termite control treatment and products in jurisdiction where Project is located.

B. Regulatory Requirements: Formulate and apply termiticides according to the EPA-Registered Label.

1.4 WARRANTY

A. Special Warranty: Manufacturer's standard form, signed by Applicator and Contractor certifying that termite control work, consisting of applied soil termiticide treatment, will prevent infestation of subterranean termites. If subterranean termite activity or damage is discovered during warranty period, re-treat soil and repair or replace damage caused by termite infestation.

1. Warranty Period: Five years from date of Substantial Completion.

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Termiticides:

a. Aventis Environmental Science USA LP; Termidor.
b. Bayer Corporation; Premise 75.
c. Dow AgroSciences LLC; Dursban TC.
d. FMC Corporation, Agricultural Products Group; Prevail FT.
e. Syngenta; Demon TC.

2.2 SOIL TREATMENT

A. Termiticide: Provide an EPA-registered termiticide complying with requirements of authorities having jurisdiction, in an aqueous solution formulated to prevent termite infestation. Provide quantity required for application at the label volume and rate for the maximum termiticide concentration allowed for each specific use, according to product's EPA-Registered Label.

PART 3 - EXECUTION

3.1 PREPARATION

A. General: Remove all extraneous sources of wood cellulose and other edible materials such as wood debris, tree stumps and roots, stakes, formwork, and construction waste wood from soil within and around foundations.

B. Soil Treatment Preparation: Loosen, rake, and level soil to be treated except previously compacted areas under slabs and footings. Termiticides may be applied before placing compacted fill under slabs if recommended in writing by termiticide manufacturer.

3.2 APPLYING SOIL TREATMENT

A. Application: Mix soil treatment termiticide solution to a uniform consistency. Provide quantity required for application at the label volume and rate for the maximum specified concentration of termiticide, according to manufacturer's EPA-Registered Label, to the following so that a continuous horizontal and vertical termiticidal barrier or treated zone is established around and under building construction. Distribute treatment evenly.

1. Slabs-on-Grade: Underground-supported slab construction, including footings, building slabs, and attached slabs as an overall treatment. Treat soil materials before concrete footings and slabs are placed.
2. Foundations: Adjacent soil including soil along the entire inside perimeter of foundation walls, along both sides of interior partition walls, around plumbing pipes and electric conduit penetrating the slab, and around interior column footers, piers, and chimney bases; also along the entire outside perimeter, from grade to bottom of footing. Avoid soil washout around footings.
3. Penetrations: At expansion joints, control joints, and areas where slabs will be penetrated.

B. Avoid disturbance of treated soil after application. Keep off treated areas until completely dry.

C. Protect termiticide solution, dispersed in treated soils and fills, from being diluted until ground-supported slabs are installed. Use waterproof barrier according to EPA-Registered Label instructions.

D. Post warning signs in areas of application.

E. Reapply soil treatment solution to areas disturbed by subsequent excavation, grading, landscaping, or other construction activities following application.

END OF SECTION 313116

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SECTION 316329 - DRILLED CONCRETE PIERS AND SHAFTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes dry-installed drilled piers.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete mixture.

C. Shop Drawings: For concrete reinforcement.

D. Welding certificates.

E. Material certificates & test reports.

1.3 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.4, "Structural Welding Code - Reinforcing Steel."

B. Drilled-Pier Standard: Comply with ACI 336.1 unless modified in this Section.

1.4 PROJECT CONDITIONS

A. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by geotechnical engineer. Owner will not be responsible for interpretations or conclusions drawn from this data.

1. Make additional test borings and conduct other exploratory operations necessary for drilled piers.
2. The geotechnical report is included in Section 310000 – Geotechnical Investigation elsewhere in the Project Manual.

B. Survey Work: Engage a qualified land surveyor or professional engineer to perform surveys, layouts, and measurements for drilled piers. Before excavating, lay out each drilled pier to lines and levels required. Record actual measurements of each drilled

pier's location, shaft diameter, bottom and top elevations, deviations from specified tolerances, and other specified data.

1. Record and maintain information pertinent to each drilled pier and cooperate with Owner's testing and inspecting agency to provide data for required reports.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

2.2 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, Type I. Supplement with the following:

a. Fly Ash: ASTM C 618, Class C or F.

B. Normal-Weight Aggregate: ASTM C 33, graded, 1-inch nominal maximum coarse-aggregate size.

1. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: ASTM C 94 and potable.

D. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494, Type A.
2. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
3. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
4. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.

2.3 CONCRETE MIXTURES AND MIXING

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 limits as if concrete were exposed to deicing chemicals.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

D. Proportion normal-weight concrete mixture as follows:

1. Compressive Strength (28 Days): 3000 psi.
2. Air Content: Do not air entrain concrete.

E. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, and furnish batch ticket information.

PART 3 - EXECUTION

3.1 EXCAVATION

A. Classified Excavation: Excavation is classified as standard excavation, special excavation, and obstruction removal and includes excavation to bearing elevations as follows:

1. Standard excavation includes excavation accomplished with conventional augers fitted with soil or rock teeth, drilling buckets, or underreaming tools attached to drilling equipment of size, power, torque, and downthrust necessary for the Work.
2. Special excavation includes excavation that requires special equipment or procedures above or below indicated depth of drilled piers where drilled-pier excavation equipment used in standard excavation, operating at maximum power, torque, and downthrust, cannot advance the shaft.
3. Obstructions: Payment for removing unanticipated boulders, concrete, masonry, or other subsurface obstructions that cannot be removed by conventional augers fitted with soil or rock teeth, drilling buckets, or underreaming tools attached to drilling equipment of size, power, torque, and downthrust necessary for the Work will be according to Contract provisions for changes in the Work.

B. Excavate shafts for drilled piers to indicated elevations. Remove loose material from bottom of excavation.

C. Notify and allow testing and inspecting agency to test and inspect bottom of excavation. If unsuitable bearing stratum is encountered, make adjustments to drilled piers as determined by Architect.

1. Do not excavate shafts deeper than elevations indicated unless approved by Architect.
2. Payment for additional authorized excavation will be according to Contract provisions for changes in the Work.

D. Temporary Casings: Install watertight steel casings of sufficient length and thickness to prevent water seepage into shaft; to withstand compressive, displacement, and withdrawal stresses; and to maintain stability of shaft walls.

1. Remove temporary casings, maintained in plumb position, during concrete placement and before initial set of concrete.

E. Bells: Excavate bells for drilled piers to shape, base thickness, and slope angle indicated. Excavate bottom of bells to level plane and remove loose material before placing concrete.

F. Tolerances: Construct drilled piers to remain within ACI 336.1 tolerances.

3.2 INSTALLATION

A. Comply with recommendations in CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Place concrete in continuous operation and without segregation immediately after inspection and approval of shaft by Owner's independent testing and inspecting agency.

C. Place concrete to fall vertically down the center of drilled pier without striking sides of shaft or steel reinforcement. Vibrate top 60 inches of concrete.

D. Coordinate withdrawal of temporary casings with concrete placement to maintain at least a 60-inch head of concrete above bottom of casing. Vibrate top 60 inches of concrete after withdrawal of temporary casing.

3.3 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:

1. Drilled piers.
2. Excavation.
3. Concrete.
4. Steel reinforcement welding.

B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

C. Drilled-Pier Tests and Inspections: For each drilled pier, before concrete placement.

1. Soil Testing: Bottom elevations, bearing capacities, and lengths of drilled piers indicated have been estimated from available soil data. Actual elevations and drilled-pier lengths and bearing capacities will be determined by testing and inspecting agency. Final evaluations and approval of data will be determined by Architect.

D. Concrete Tests and Inspections: ACI 301.

END OF SECTION 316329

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SECTION 321313 - CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes exterior cement concrete pavement for the following:

1. Driveways and roadways.
2. Walkways.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete pavement mixture.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.

B. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.

C. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.

D. Plain Steel Wire: ASTM A 82, as drawn.

E. Deformed-Steel Wire: ASTM A 496.

F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice."

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2.2 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:

1. Portland Cement: ASTM C 150, Type I/II. Supplement with the following:]

a. Fly Ash: ASTM C 618, Class C or F.
b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

B. Normal-Weight Aggregates: ASTM C 33, uniformly graded, from a single source coarse aggregate, uniformly graded. Provide aggregates from a single source.

C. Water: ASTM C 94/C 94M.

D. Air-Entraining Admixture: ASTM C 260.

E. Chemical Admixtures: ASTM C 494/C 494M, of type suitable for application, certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

2.3 FIBER REINFORCEMENT

A. Synthetic Fiber: Monofilament or fibrillated polypropylene fibers engineered and designed for use in concrete pavement, complying with ASTM C 1116, Type III, 1/2 to 1-1/2 inches (13 to 38 mm) long.

2.4 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.

E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

F. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.

2.5 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

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2.6 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301, with the following properties:

1. Compressive Strength (28 Days): 3000 psi (20.7 MPa).
2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
3. Slump Limit: 4 inches (100 mm) plus or minus 1 inch (25 mm).
4. Air Content: 4-1/2 percent plus or minus 1.5 percent.

B. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd. (0.60 kg/cu. m).

C. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions.

2.7 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.4 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness to match jointing of existing adjacent concrete pavement.

E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch (6-mm) radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.5 CONCRETE PLACEMENT

A. Moisten subbase to provide a uniform dampened condition at time concrete is placed.

B. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.

C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

D. Screed pavement surfaces with a straightedge and strike off.

E. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.6 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
2. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch (1.6 to 3 mm) deep with a stiff-bristled broom, perpendicular to line of traffic.

C. Slip-Resistive Aggregate Finish: Before final floating, spread slip-resistive aggregate finish on pavement surface according to manufacturer's written instructions.

1. Cure concrete with curing compound recommended by slip-resistive aggregate manufacturer. Apply curing compound immediately after final finishing.
2. After curing, lightly work surface with a steel wire brush or abrasive stone and water to expose nonslip aggregate.

3.7 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound or a combination of these methods.

3.8 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch (6 mm).
2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).
3. Surface: Gap below 10-foot- (3-m-) long, unleveled straightedge not to exceed 1/4 inch (6 mm).
4. Joint Spacing: 3 inches (75 mm).
5. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.
6. Joint Width: Plus 1/8 inch (3 mm), no minus.

B. wheel stop.

3.9 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.

B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement.

C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

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SECTION 321373 - CONCRETE PAVING JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Expansion and contraction joints within cement concrete pavement.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples: For each type and color of joint sealant required.

C. Product certificates & test reports.

D. Compatibility and Adhesion Test Reports: From sealant manufacturer.

1.3 QUALITY ASSURANCE

A. Preconstruction Compatibility and Adhesion Testing: Submit samples of materials that will contact or affect joint sealants to joint-sealant manufacturers for testing according to ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.

1. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.3 COLD-APPLIED JOINT SEALANTS

A. Single-Component Jet-Fuel-Resistant Urethane Sealant for Concrete: Single-component, pourable, coal-tar-modified, urethane formulation complying with ASTM C 920 for Type S; Grade P; Class 25; Uses T, M, and, as applicable to joint substrates indicated, O.

1. Products:

a. Sonneborn, Div. of ChemRex, Inc.; Sonomeric SL-1.

2.4 JOINT-SEALANT BACKER MATERIALS

A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.

B. Round Backer Rods for Cold- and Hot-Applied Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

C. Backer Strips for Cold- and Hot-Applied Sealants: ASTM D 5249; Type 2; of thickness and width required to control sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

D. Round Backer Rods for Cold-Applied Sealants: ASTM D 5249, Type 3, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience.

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SECTION 323113 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes the following:
   1. Chain-Link Fences: Industrial
   2. Gates: Motor operated, horizontal slide (two required)

1.2 PERFORMANCE REQUIREMENTS

A. Structural Performance: Chain-link fence and gate framework shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to ASCE/SEI 7:

   1. Minimum Post Size and Maximum Spacing: Determine according to CLFMI WLG 2445, based on mesh size and pattern specified and on the following:

      a. Wind Loads: 120 MPH.
      b. Fence Height: to match existing.
      c. Material Group: IA, ASTM F 1043, Schedule 40 steel pipe.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

   1. Gate Operator: Show locations and details for installing operator components, switches, and controls. Indicate motor size, electrical characteristics, drive arrangement, mounting, and grounding provisions.

C. Product Certificates: For each type of chain-link fence and gate, from manufacturer.

D. Product Test Reports: For framing strength according to ASTM F 1043.

E. Operation and maintenance data.

1.4 QUALITY INSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70. Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. UL Standard: Provide gate operators that comply with UL 325.

C. Emergency Access Requirements: Comply with requirements of authorities having jurisdiction for automatic gate operators serving as a required means of access.

1.5 WARRANTY

F. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, deterioration of metals, metal finishes, and other materials beyond normal weathering.
2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with CLFMI Product Manual and with requirements indicated below:

1. Fabric Height: to match existing w/ inserts.
2. Steel Wire Fabric: 0.148 inch (3.76 mm)

a. Mesh Size: 2 inches (50 mm).

b. Zinc-Coated Fabric: ASTM A 392, Type II

3. Selvage: Knuckled at both selvages.

2.2 FENCE FRAMING

A. Posts and Rails: Comply with ASTM F 1043 for framing, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 based on the following:

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. Install backer materials to support sealants during application and at position required to produce optimum sealant movement capability. Do not leave gaps between ends of backer materials. Do not stretch, twist, puncture, or tear backer materials. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.

E. Install sealants at the same time backings are installed to completely fill recesses provided for each joint configuration and to produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

G. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

END OF SECTION 321373

1. Fence Height: to match existing.

2. Heavy Industrial Strength: Material Group IA, round steel pipe, Schedule 40.

   a. Line Post: 2.25 by 1.70 inches..
   b. End, Corner and Pull Post: 2.375 inches in diameter.

3. Horizontal Framework Members: Top and bottom rails complying with ASTM F 1043.

4. Horizontal-Slide Gate Post: According to ASTM F 1184.
5. Brace Rails: Comply with ASTM F 1043.
6. Metallic Coating for Steel Framing:

   a. Type B zinc with organic overcoat.

2.3 TENSION WIRE

A. Metallic-Coated Steel Wire: 0.177-inch- (4.5-mm-) diameter, marcelled tension wire complying with ASTM A 817 and ASTM A 824, with the following metallic coating:

1. Type III, Zn-5-Al-MM alloy with minimum coating weight matching chain-link fabric coating weight

2.4 INDUSTRIAL HORIZONTAL-SLIDE GATES

A. General: Comply with ASTM F 1184 for single slide gated types (two required)
   1. Classification: Type II Cantilever Slide, Class 1 with external roller assemblies.
   2. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1184 for materials and protective coatings.
   3. Metal Pipe and Tubing Aluminum. Comply with ASTM F 699 for materials and protective coatings.

B. Frames and Bracing: Fabricate members from round, aluminum tubing with outside dimension and weight according to ASTM F 1184 and the following:
   1. Gate Fabric Height: As indicated.
   2. Gate Opening Width: As indicated.
   3. Frame Members:
      a) Tubular Aluminum: 2 inches rectangular.

   4. Bracing Members:
      a.) Tubular Aluminum: 2 inches rectangular.

C. Frame Corner Construction:
   1. Welded frame with panels assembled with bolted or riveted corner

Fitting and 5/16" diameter, adjustable truss rods for panels 5 feet wide or wider.

D. Extended Gate Posts and Frame Members: Extend gate posts and frame end members above top of chain-link fabric at both ends of gate frame as indicated as required to attach barbed wire assemblies.
E. Overhead Track Assembly: Manufacture's standard track, with overhead framing supports, bracing, and accessories, engineered to support size, weight, width, operation, and design of gate and roller assemblies.
F. Roller Guards: As required per ASTM F 1184 for Type II, Class 2 gates.
G. Hardware: Latches permitting operation from both sides of gate, locking devices, hangers, roller assemblies and stops fabricated from mill-finished Grade 319 aluminum-alloy casting with stainless-steel fastners.

2.4 FITTINGS

A. General: Comply with ASTM F 626.

B. Finish:

1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz. /sq. ft. (366 g /sq. m) zinc.

a. Polymer coating over metallic coating.

2. Aluminum: Mill finish.

2.5 BARBED WIRE

A. Steel Barbed Wire: Comply with ASTM A 121, for two-strand barbed wire, 0.099-inch- (2.51-mm-) diameter line wire with 0.080-inch- (2.03-mm-) diameter, four-point round barbs spaced not more than 5 inches (127 mm) o.c.

1. Zinc Coating: Type Z, Class 3.

2.6 GROUT AND ANCHORING CEMENT

A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

B. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at

Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer, for exterior applications.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for a verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.

1. Do not begin installation before final grading is completed unless otherwise permitted by Architect.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

D. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements indicated.

E. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.

F. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.

1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.

G. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment.

H. Line Posts: Space line posts uniformly at 10 feet o.c.

I. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing.

J. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 1 inch between finish grade or surface and bottom selvage unless otherwise indicated.

K. Barbed Wire: Install barbed wire uniformly spaced, angled toward security side of fence. Pull wire taut, install securely to extension arms, and secure to end post or terminal arms.

L. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

M. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

END OF SECTION 323113

The LaBiche
ARCHITECTURAL GROUP INC

Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

April 08, 2019

ADDENDUM NO. 1

#15036 – FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

The following changes, corrections and additions or deletions to the Drawings and Specifications are hereby made part of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the Bid Form

SPECIFICATIONS

SECTION 133419 – METAL BUILDING SYSTEMS

1. Paragraph 2.1.A: Add the following manufacturer - SBS (Schulte Building Systems).

DRAWINGS

Sheet A1.1

1. 2/A1.1 Equipment Schedule Item #34 – Notes - Delete note in its entirety and revise to read as follows: *"Supplied by Owner, Installed by Contractor"*.
2. 2/A1.1 Equipment Schedule Item #35 – Notes – Delete note in its entirety and revise to read as follows: *"Supplied by Owner, Installed by Contractor"*.

Sheet A2.1

1. Delete Sheet A2.1 in its entirety and replace with the attached revised Sheet A2.1.

Sheet A4.0

1. Delete Sheet A4.0 in its entirety and replace with the attached revised Sheet A4.0.

Sheet A5.0

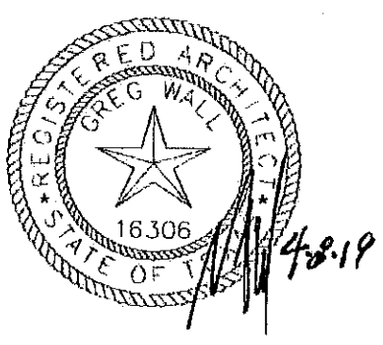
1. Delete Sheet A5.0 in its entirety and replace with the attached revised Sheet A5.0.

Sheet A6.0

1. Delete Sheet A6.0 in its entirety and replace with the attached revised Sheet A6.0.

Sheet A7.0

1. Delete Sheet A7.0 in its entirety and replace with the attached revised Sheet A7.0.



Addendum No.1
FORD FIELDS CONCESSION STAND

Sheet ME-1.0
2. Delete Sheet ME-1.0 in its entirety and replace with the attached revised Sheet ME-1.0.

Sheet ME-2.0
1. Delete Sheet ME-2.0 in its entirety and replace with the attached revised Sheet ME-2.0.

Sheet ME-2.1
1. Delete Sheet ME-2.1 in its entirety and replace with the attached revised Sheet ME-2.1.

Sheet ME-2.2
1. Delete Sheet ME-2.2 in its entirety and replace with the attached revised Sheet ME-2.2.

Sheet ME-3.0
1. Delete Sheet ME-3.0 in its entirety and replace with the attached revised Sheet ME-3.0.

Sheet ME-3.1
1. Delete Sheet ME-3.1 in its entirety and replace with the attached revised Sheet ME-3.1.

Sheet ME-3.2
1. Delete Sheet ME-3.2 in its entirety and replace with the attached revised Sheet ME-3.2.

Sheet ME-4.0
1. Delete Sheet ME-4.0 in its entirety and replace with the attached revised Sheet ME-4.0.

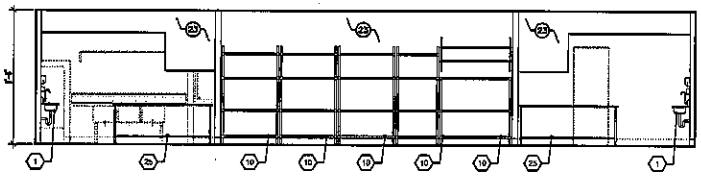
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Sheet ME-4.2
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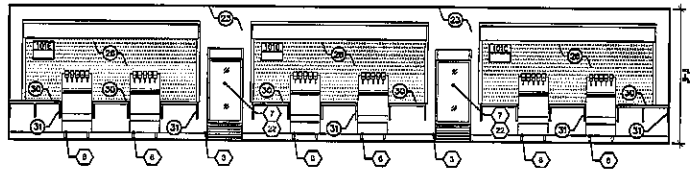
End of Addendum No. 1



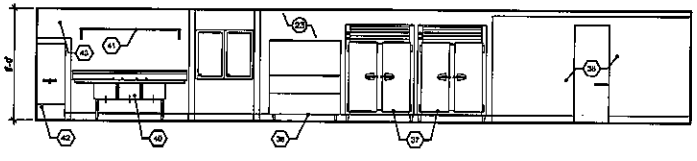
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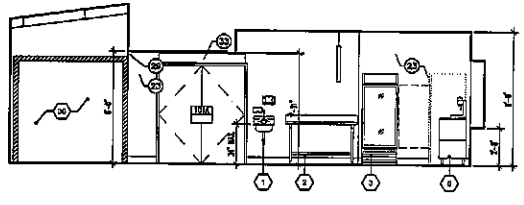
1 A2.1 INTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



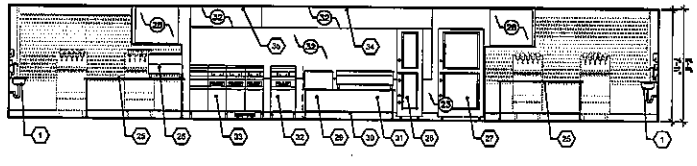
4 A2.1 INTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



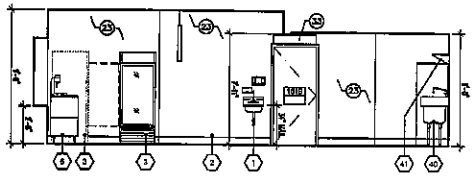
2 A2.1 INTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



5 A2.1 INTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



3 A2.1 INTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



6 A2.1 INTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

KEYED NOTES:

1. 25 GAUGE, 1 5/8" METAL STUDS @ 16" O.C.
2. 25 GAUGE, 3 5/8" METAL STUDS @ 16" O.C.
3. 20 GAUGE, 8" METAL STUDS @ 16" O.C.
4. FACED METAL BUILDING INSULATION
5. FIRE EXTINGUISHER AND CABINET–INSTALL @36" A.F.F. TO BOT. OF CABINET
6. SOUND INSULATION
7. 6" COVED RUBBER BASE
8. METAL BUILDING MANUFACTURER'S METAL CANOPY SYSTEM
9. MANUFACTURER'S 8" METAL WALL GIRT
10. DECORATIVE LIGHTING FIXTURE
11. METAL WALL PANEL TRANSITION FLASHING - SEE DETAIL ON SHEET A2.0
12. 8" "C" CHANNEL
13. MANUFACTURER'S CLOSURE PANEL
14. THRESHOLD SET IN SEALANT
15. INSULATED CORE METAL DOOR–PAINTED
16. GUTTER AND DOWNSPOUT
17. METAL ROOF SYSTEM
18. METAL BUILDING MANUFACTURER'S METAL AWNING SYSTEM
19. METAL BUILDING MANUFACTURER'S CLIP ATTACHED TO GIRT ABOVE
20. SOLID WOOD BLOCKING - PLYWOOD IS NOT A SUITABLE BLOCKING MATERIAL
21. 3/4" PLYWOOD BACKING PANEL
22. 2X2 VINYL COVERED ACOUSTICAL CEILING SYSTEM
23. FIBERGLASS REINFORCED PLASTIC (FRP)
24. TAPERED RIB PROFILE METAL WALL PANEL TYPE "A"
25. CORRUGATED PROFILE METAL WALL PANEL TYPE "B"
26. OVERHEAD COUNTER DOOR
27. SIGNAGE PROVIDED BY OWNER - INSTALLED BY CONTRACTOR
28. ANSUL SYSTEM
29. FREEZER MANUFACTURER TRIM
30. 14 GA. STAINLESS STEEL COUNTERTOP
31. STEEL ANGLE SUPPORT, 3'-0" MAX SPACING. PAINT TO MATCH FRP.
32. EXISTING HOOD - SEE EQUIPMENT SCHEDULE
33. AIR CURTAIN
34. BACKER ROD AND SEALANT
35. METAL BUILDING MANUFACTURER'S STANDARD CORNER TRIM
36. CEILING MOUNTED TV - MOUNT TO STRUCTURE ABOVE
37. METAL BUILDING MANUFACTURER'S STANDARD RAKE TRIM
38. THERMAL INSULATION
39. 5/8" GYPSUM BOARD, TAPE AND FLOAT

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03.15.2019
12.31.2019

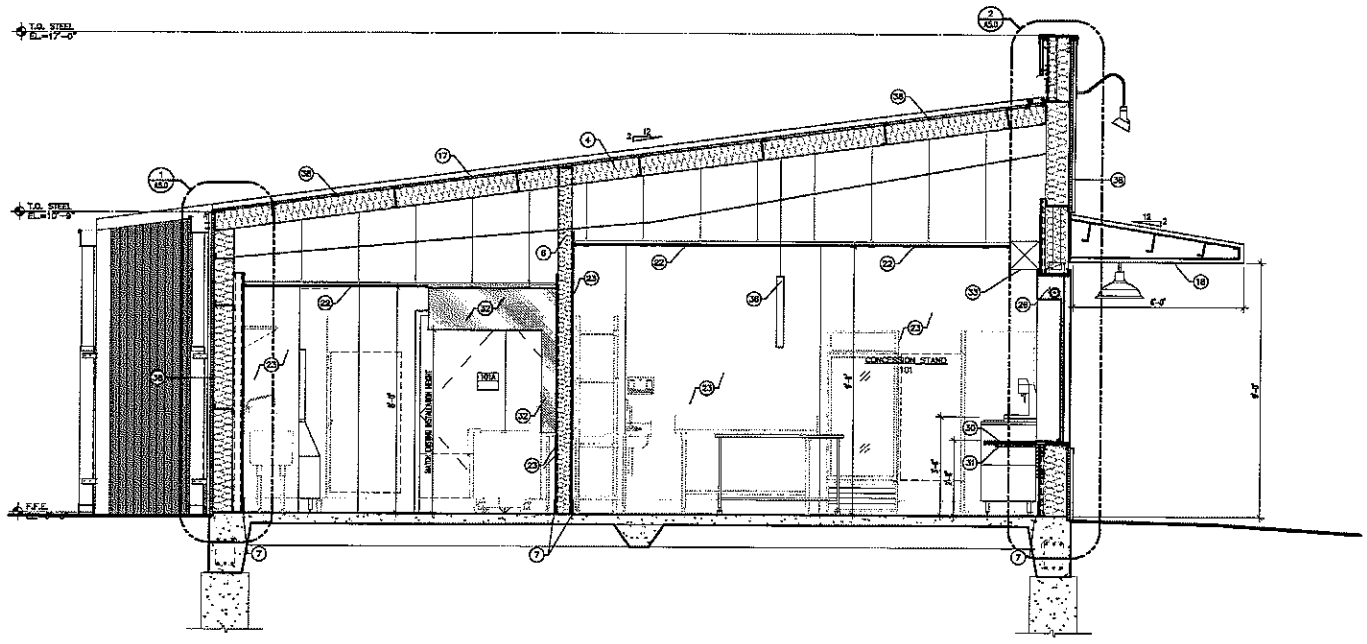
THE LABICHE ARCHITECTURAL GROUP, INC.
7999 GLOVER AVENUE - SUITE 101
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NEW CONSTRUCTION
FORD FIELDS CONCESSION STAND
615 W. IH 10 SERVICE
BEAUMONT, TEXAS 77707
FORD PARK

SET NO.

SHEET NUMBER
A2.1
FILENAME
15006A2.1

DRAWN BY
CMM
PROJECT NO. 2007-0
15006



1 BUILDING SECTION
SCALE: 1/2" = 1'-0"

KEYED NOTES:

1. 25 GAUGE, 1 5/8" METAL STUDS @ 16" O.C.
2. 25 GAUGE, 3 5/8" METAL STUDS @ 16" O.C.
3. 20 GAUGE, 6" METAL STUDS @ 16" O.C.
4. FACED METAL BUILDING INSULATION
5. FIRE EXTINGUISHER AND CABINET–INSTALL @39" A.F.F. TO BOT. OF CABINET
6. SOUND INSULATION
7. 6" COVED RUBBER BASE
8. METAL BUILDING MANUFACTURER'S METAL CANOPY SYSTEM
9. MANUFACTURER'S 8" METAL WALL GIRT
10. DECORATIVE LIGHTING FIXTURE
11. METAL WALL PANEL TRANSITION FLASHING - SEE DETAIL ON SHEET A2.3
12. 6" "C" CHANNEL
13. MANUFACTURER'S CLOSURE PANEL
14. THRESHOLD SET IN SEALANT
15. INSULATED OORE METAL DOOR–PAINTED
16. GUTTER AND DOWNSPOUT
17. METAL ROOF SYSTEM
18. METAL BUILDING MANUFACTURER'S METAL AWNING SYSTEM
19. METAL BUILDING MANUFACTURER'S CLIP ATTACHED TO GIRT ABOVE
20. SOLID WOOD BLOCKING - PLYWOOD IS NOT A SUITABLE BLOCKING MATERIAL
21. 3/4" PLYWOOD BACKING PANEL
22. 2X2 VINYL COVERED ACOUSTICAL CEILING SYSTEM
23. FIBERGLASS REINFORCED PLASTIC (FRP)
24. TAPERED RIB PROFILE METAL WALL PANEL TYPE "A"
25. CORRUGATED PROFILE METAL WALL PANEL TYPE "B"
26. OVERHEAD COUNTER DOOR
27. SIGNAGE PROVIDED BY OWNER – INSTALLED BY CONTRACTOR
28. ANSUL SYSTEM
29. FREEZER MANUFACTURER ITEM
30. 14 GA. STAINLESS STEEL COUNTERTOP
31. STEEL ANGLE SUPPORT, 3'-0" MAX SPACING, PAINT TO MATCH FRP.
32. EXISTING HOOD - SEE EQUIPMENT SCHEDULE
33. AIR CURTAIN
34. BACKER ROD AND SEALANT
35. METAL BUILDING MANUFACTURERS STANDARD CORNER TRIM
36. CEILING MOUNTED TV – MOUNT TO STRUCTURE ABOVE
37. METAL BUILDING MANUFACTURER'S STANDARD BASE TRIM
38. THERMAL INSULATION
39. 5/8" GYPSUM BOARD, TAPE AND FLOAT

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03.15.2019
BIDS / PERMIT
12.21.2018
REGISTRATION / APPLICATION DATE

REGISTERED ARCHITECT
PHILIP C. LaBICHE
STATE OF TEXAS
11522

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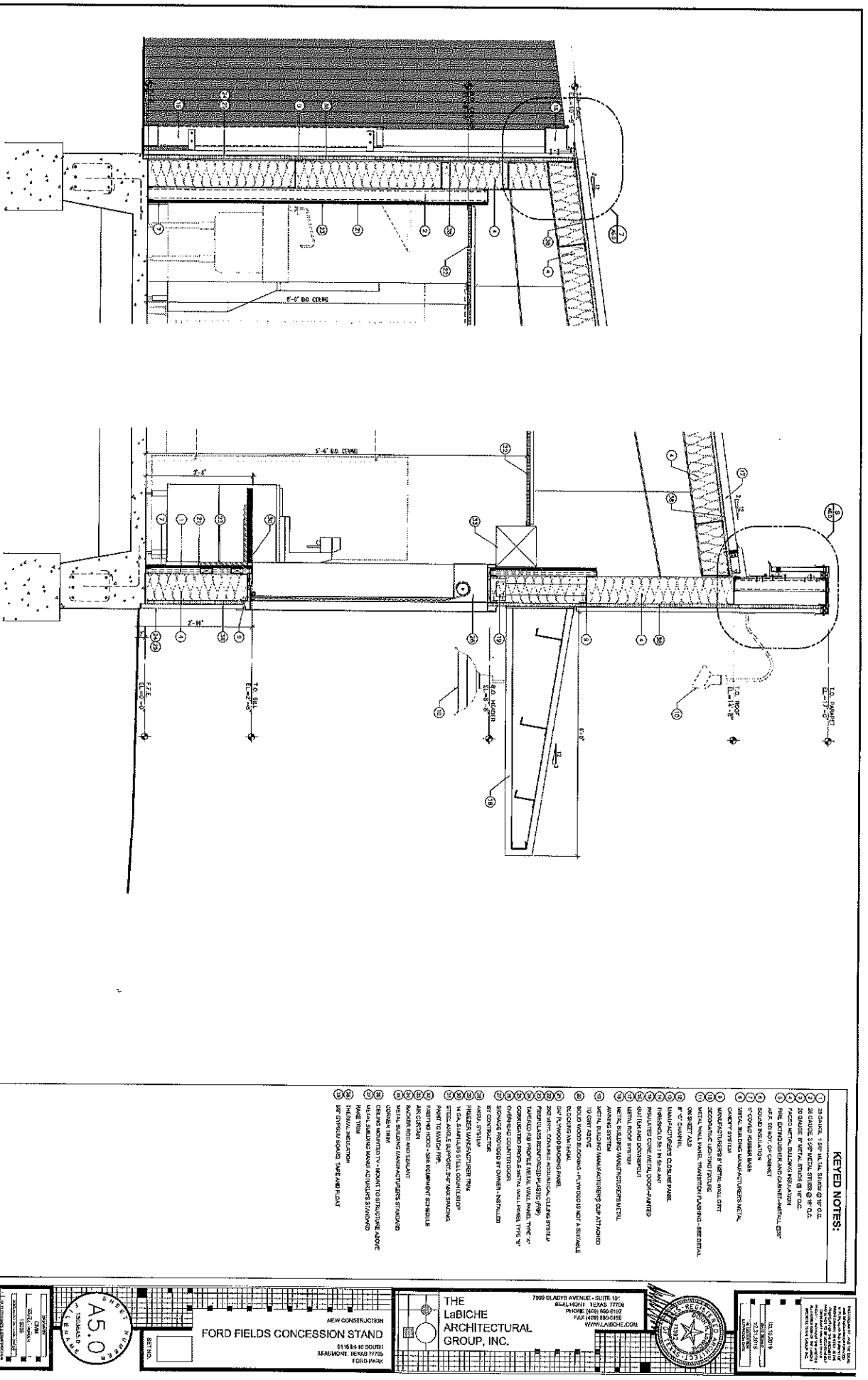
NEW CONSTRUCTION
FORD FIELDS CONCESSION STAND
6150 E I-10 SOUTH
BEAUMONT, TEXAS 77705
FORD PARK

SET NO.

SHEET NUMBER
A4.0
150364A4.0
PLANNING

DRAWN BY: CMM
PROJECT NUMBER: 150364
DOCUMENT REVISION NOTES:
1 12.21.2018 BID & CONSTRUCTION

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KEYED NOTES:

- 20 GAUGE, 1 5/8" METAL STUDS @ 16" O.C.
- 25 GAUGE, 3 5/8" METAL STUDS @ 16" O.C.
- 20 GAUGE, 6" METAL STUDS @ 16" O.C.
- FACED METAL BUILDING INSULATION
- PRE-ENGINEERED AND CARRIER-INSTALLED 65F° A.F.F. TO BOT. OF CABINET
- SOUND INSULATION
- 6" CONCRETE RUBBER BASE
- METAL BUILDING MANUFACTURERS METAL CANOPY SYSTEM
- MANUFACTURERS 8' METAL WALL UNIT
- DECORATIVE LIGHTING FIXTURE
- METAL WALL PANEL TRANSITION FLASHING - SEE DETAIL ON SHEET A2.0
- 8" "C" CHANNEL
- MANUFACTURERS CLOSURE PANEL
- THRESHOLD SET IN SILICONE SEALANT
- INSULATED CORE METAL DOOR-PAINTED
- GUTTER AND DOWNSPOUT
- METAL ROOF SYSTEM
- METAL BUILDING MANUFACTURERS METAL AWNING SYSTEM
- METAL BUILDING MANUFACTURERS CUP ATTACHED TO GIRT ABOVE
- SOLID WOOD BLOCKING - PLYWOOD IS NOT A SUITABLE BLOCKING MATERIAL
- 3/4" PLYWOOD BACKING PANEL
- 2X2 VINYL COVERED ACOUSTICAL CEILING SYSTEM
- FIBERGLASS REINFORCED PLASTIC (FRP) TAPERED RIB PROFILE METAL WALL PANEL TYPE "A" CORRUGATED PROFILE METAL WALL PANEL TYPE "B"
- OVERHEAD COUNTER DOOR
- SIGNAGE PROVIDED BY OWNER - INSTALLED BY CONTRACTOR
- AREA - SYSTEM
- FREEZER MANUFACTURER TRIM
- 14 GA. S/ANNEALED STEEL COUNTERTOP
- STEEL ANGLE SUPPORT, 24" MAX SPACING
- PAINT TO MATCH FRP.
- EXISTING HOOD - SEE EQUIPMENT SCHEDULE
- ABS CURTAIN
- BACKER ROD AND SEALANT
- METAL BUILDING MANUFACTURERS STANDARD
- CORIAN 1 PRM
- CEILING MOUNTED TV - MOUNT TO STRUCTURE ABOVE
- METAL SIDELINE MANUFACTURERS STANDARD
- THERMAL INSULATION
- PANEL TRIM
- 5/8" GYPSUM BOARD, TAPE AND FLOAT

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NEW CONSTRUCTION

FORD FIELDS CONCESSION STAND

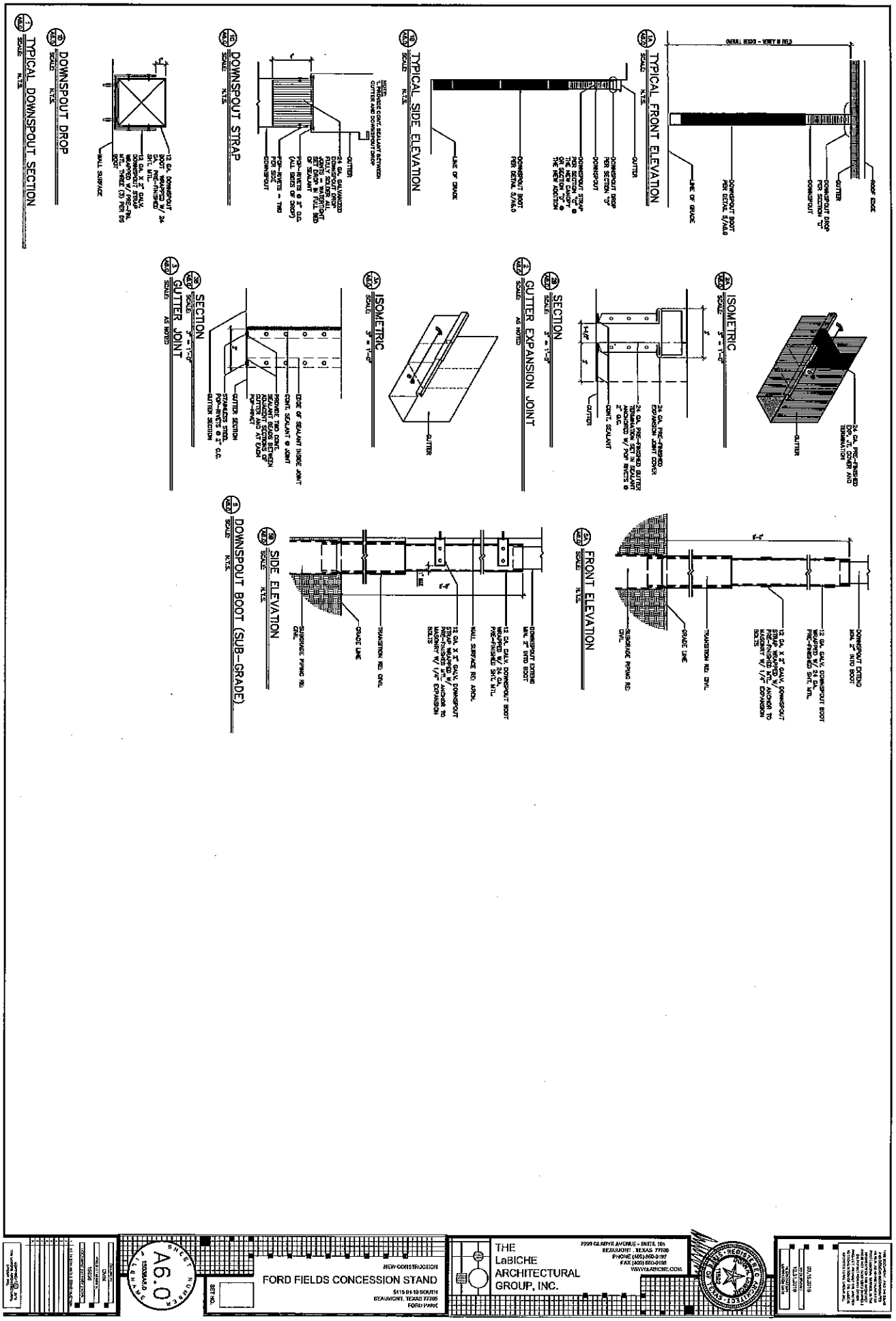
6116 IH-10 SOUTH
BEAUMONT, TEXAS 77705
FORD PARK

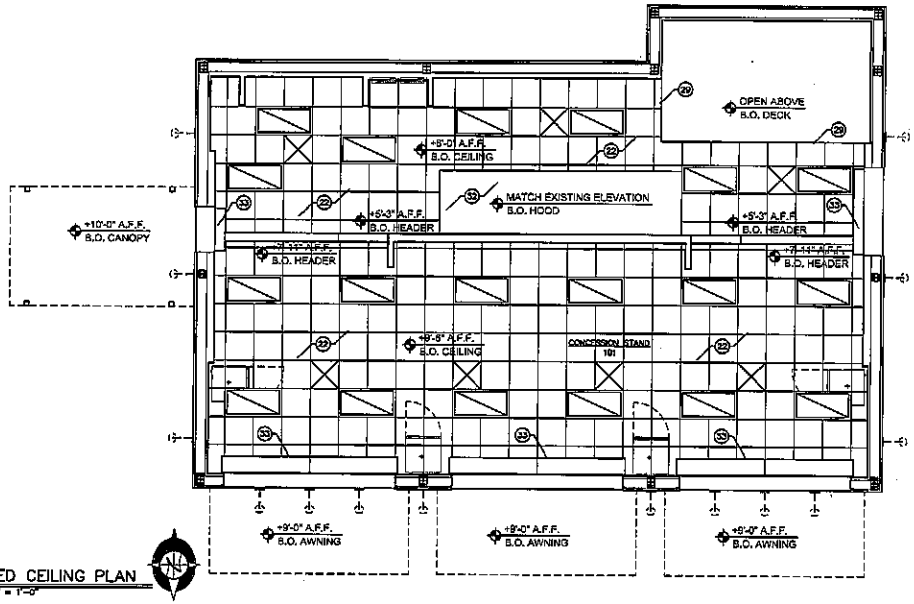
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SET NO.

DRAWN: CMM
SCALE: 1/2"=1'-0"
DATE: 12-31-2019

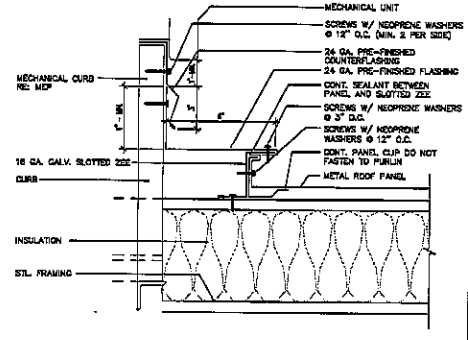
ISSUED FOR PERMIT 12-31-2019


TYPICAL FRONT ELEVATION
TYPICAL SIDE ELEVATION
DOWNSPOUT STRAP
DOWNSPOUT DROP
TYPICAL DOWNSPOUT SECTION
ISOMETRIC
SECTION
GUTTER EXPANSION JOINT
ISOMETRIC
SECTION
GUTTER JOINT
FRONT ELEVATION
SIDE ELEVATION
DOWNSPOUT BOOT (SUB-GRADE)
THE LaBICHE ARCHITECTURAL GROUP, INC.
FORD FIELDS CONCESSION STAND
A6.0

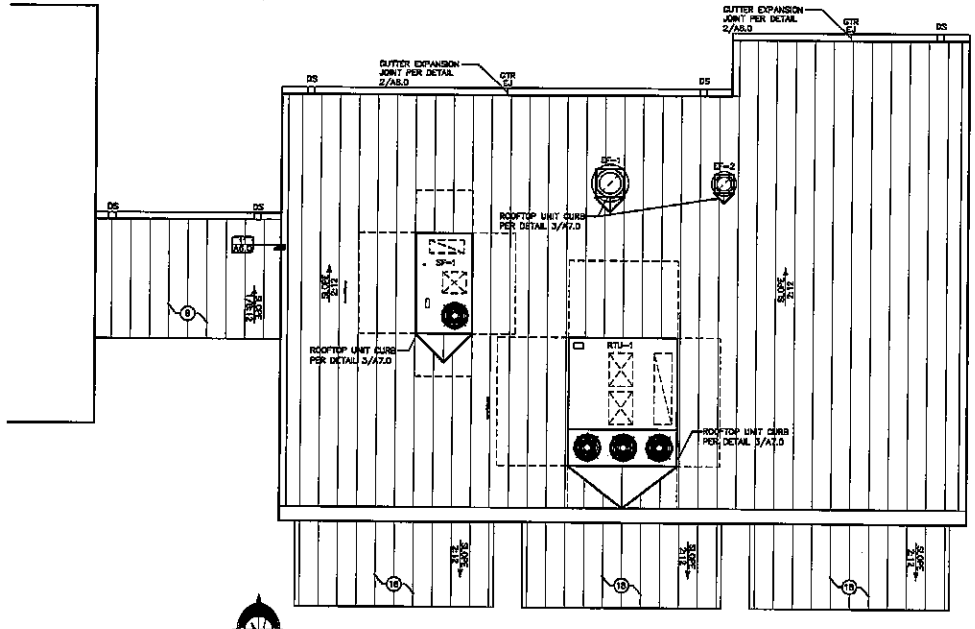


1 A7.0 REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"

NOTE:
1. ROOFING CONTRACTOR SHALL COORDINATE THE REQUIRED CURB HEIGHT WITH THE MECHANICAL CONTRACTOR PRIOR TO ORDERING CURB.
2. MINIMUM HEIGHT TO BOTTOM OF LIFTING RAIL SHALL BE 18".
3. PROVIDE TAPERED CRICKETS ON HIGH SIDE OF CURBED PENETRATIONS 24" o/ WIDER



3 A7.0 ROOFTOP UNIT CURB
SCALE: 3" = 1'-0"



2 A7.0 ROOF PLAN
SCALE: 1/4" = 1'-0"

NOTE:
1. STANDARD METAL BUILDING DETAILS SHALL BE SUBMITTED FOR APPROVAL.
2. EXPOSED FASTENER R PANELS SHALL BE USED FOR THIS PROJECT.
3. ROOF PANELS SHALL BE CONTINUOUS FROM EAVE TO RIDGE.

KEYED NOTES:

1. 25 GAUGE, 1 5/8" METAL STUDS @ 16" O.C.
2. 20 GAUGE, 3 5/8" METAL STUDS @ 16" O.C.
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12. 6" "C" CHANNEL
13. MANUFACTURER'S CLOSURE PANEL
14. THRESHOLD SET IN SEALANT
15. INSULATED CORE METAL DOOR-PAINTED
16. GUTTER AND DOWNSPOUT
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38. THERMAL INSULATION
39. 5/8" GYPSUM BOARD, TAPE AND FLOAT

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03.15.2018
12.31.2018

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PAUL L. LABICHE
11562
STATE OF TEXAS

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BEAUMONT, TEXAS 77706
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THE LaBICHE ARCHITECTURAL GROUP, INC.

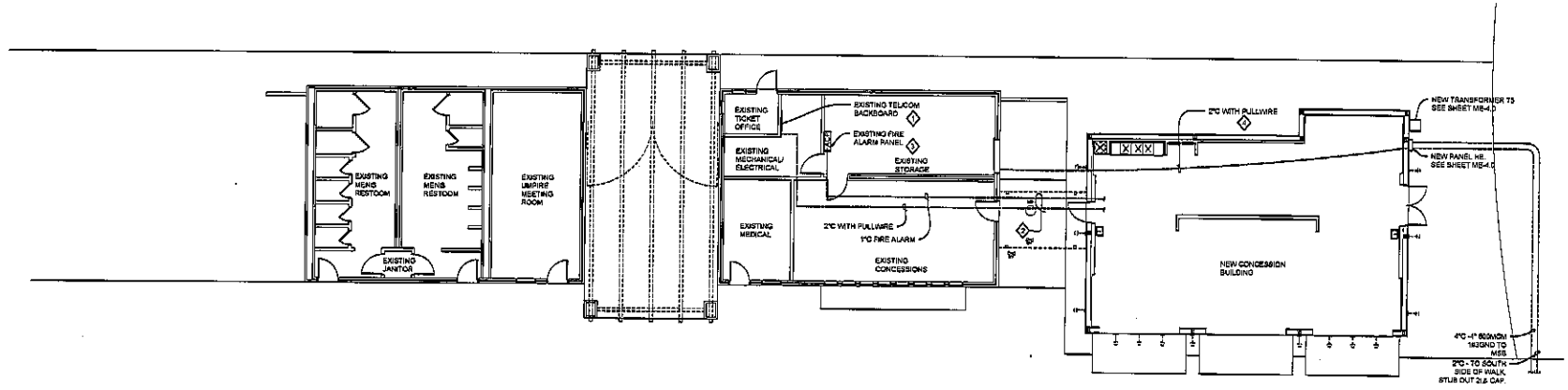
NEW CONSTRUCTION
6115 MLK SOUTH
BEAUMONT, TEXAS 77705
FORD PARK

FORD FIELDS CONCESSION STAND

SET NO.

SHEET NUMBER A7.0
FILENAME 1503SA7.0

DRAWN BY: DMM
PROJECT NUMBER: 1503
DOCUMENT SUBMITTAL DATE:



1 ELECTRICAL SITE PLAN
SCALE: 1/8" □1£0"

1/2" x 6£2" LONG FLEXIBLE METAL RACEWAY WITH CONDUCTORS REQUIRED FOR SWITCHED CONDUCTORS, UNSWITCHED CONDUCTORS, NEUTRAL AND GROUND.

UNDERGROUND WIRING

CONCEALED WIRING.

EXPOSED WIRING.

(HN-HOT) HOME RUN TO PANEL AND CIRCUIT INDICATED

20A 125V DUPLEX SPECIFICATION GRADE RECEPTACLE WITH THERMOPLASTIC HIGH-IMPACT RESISTANT WALL PLATE MOUNT BOTTOM AT 16" A.F.F. UNLESS OTHERWISE NOTED
GT U MOUNTER TOP MOUNTED HORIZONTALLY
UC U UNDER COUNTER
GFCI U GROUND FAULT CIRCUIT INTERRUPTER, FEED THRU TYPE
WP U WEATHER PROOF COVER

2 EA. 20A 125V DUPLEX SPECIFICATION GRADE RECEPTACLE WITH THERMOPLASTIC HIGH-IMPACT RESISTANT WALL PLATE. MOUNT BOTTOM AT 16" A.F.F. UNLESS OTHERWISE NOTED.

SPECIAL RECEPTACLE. SEE EQUIPMENT SCHEDULE FOR REQUIREMENTS FIELD VERIFY EXACT EQUIPMENT REQUIREMENTS.

ALUMINUM TELEPOWER POLE WITH 2 EA. 20A 125V DUPLEX RECEPTACLES ON EACH SIDE AS INDICATED. VERIFY POLE HEIGHT WITH ROOM CEILING HEIGHT. RECEPTACLE HEIGHTS TO BE 42" TO BOTTOM RECEPTACLE

20A 120/277 SPECIFICATION GRADE HUBBELL SERIES 1221 TOGGLE SWITCH WITH THERMOPLASTIC HIGH-IMPACT RESISTANT COVER PLATE TO MATCH RECEPT. COVER PLATE COLOR SELECTED BY ARCHITECT ON ROOM-BY-ROOM BASIS. MOUNT BOTTOM AT 44" A.F.F. UNLESS OTHERWISE NOTED
2 U 2 POLE
3 U THREE WAY
4 U FOUR WAY

$M MANUAL MOTOR STARTER 30A WITHOUT OVERLOAD USED FOR MOTOR DISCONNECT.

4" SU. SHEET METAL JUNCTION BOX DEPTH AS REQUIRED

EQUIPMENT SINGLE OR THREE PHASE MOTOR HORSEPOWER NOTED.

HEAVY DUTY DISCONNECT SWITCH
FDS U FUSED
NFDS U NON-FUSED

EXIT LIGHT (SINGLE FACE)- SEE LIGHT FIXTURE SCHEDULE.

3/4"x10' COPPER CLAD GROUND ROD WITH TOP EXPOSED 6" ABOVE FINISHED GRADE.

3/4"x10' COPPER CLAD GROUND ROD IN UNIZITE #PC8998 WITH #PC8998CAM2 COVER MARKED "GROUND"

FACP ADDRESSABLE FIRE ALARM CONTROL PANEL. (EXISTING)

COMPUTER JUNCTION BOX 4" SU. x 2-1/8" D. WITH 2 EACH 1"C CONDUIT STUB-UP INTO ACCESSIBLE CEILING SPACE 12" ABOVE CEILING UNLESS OTHERWISE NOTED. PROVIDE MATCHING COVER PLATE TO WIRING DEVICES WITH ORANGE DATA JACKS. MOUNT BOTTOM AT 15" A.F.F. UNLESS OTHERWISE NOTED
WU 44" ABOVE FINISHED FLOOR
CT U COUNTERTOP
UC U UNDER COUNTER

CABLE TV AND DATA JUNCTION BOX 4" SU. x 2-1/8" D. WITH 1"C EACH CONDUIT STUB-UP INTO ASSESSABLE CEILING SPACE 12" ABOVE CEILING UNLESS OTHERWISE NOTED. WALL PLATE AND JACK TO MATCH WIRING DEVICES.
C U CEILING MOUNTED

3 ELECTRICAL LEGEND
SCALE: NONE

1. EXISTING TELEPHONE/DATA BACKBOARD. RUN 2"C FROM BACKBOARD TO CEILING SPACE OF NEW BUILDING. PROVIDE PULLWIRE IN CONDUIT
2. RUN ON TOP OF CANOPY AND SEAL ENTRANCES AT EACH BUILDING.
3. EXISTING FIRE ALARM PANEL. EXPAND SYSTEM TO COVER NEW BUILDING. SEE SHEET E4.2.
4. RUN 1 EACH 2"C SPARE TO OUTSIDE OF EXISTING BUILDING FROM PANEL ME STUB UP AND CAP FOR FUTURE

4 KEY NOTES
SCALE: NONE

1. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED THROUGHOUT THESE DRAWINGS. THE CONTRACTOR SHALL REVIEW THE ARCHITECTURAL, CIVIL, STRUCTURAL, PLUMBING, MECHANICAL, AND ELECTRICAL DRAWINGS FOR ITEMS OF WORK TO BE INCLUDED THE CONTRACTOR SHALL OBTAIN CLARIFICATION FROM THE ARCHITECT PRIOR TO ANY ROUGH-IN. FAILURE TO OBTAIN CLARIFICATION SHALL NOT RELIEVE THE CONTRACTOR FROM PROVIDING THE NECESSARY SERVICES AT THE REQUIRED LOCATION AT NO ADDITIONAL COST TO THE OWNER.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION, OR THE EDITION ENFORCED BY THE JURISDICTION IN WHICH THE PROJECT IS CONSTRUCTED, OF THE FOLLOWING CODES AND STANDARDS.
   - THE NATIONAL ELECTRICAL CODE (NFPA 70)
   - NATIONAL FIRE ALARM CODE (NFPA 72)
   - LIFE SAFETY CODE (NFPA 101)
   - THE INTERNATIONAL BUILDING CODE,
   - THE INTERNATIONAL FIRE CODE.
   - STATE AND LOCAL CODES AND ORDINANCES COMPLETE WITH ANY MODIFICATIONS TO THE ABOVE CODES

   WHERE CONFLICT BETWEEN THE CODES AND CONSTRUCTION DOCUMENTS OCCURS, THE MORE STRINGENT REQUIREMENTS WILL BE ENFORCED. ALL REQUIRED INSPECTIONS SHALL BE PERFORMED BY THE AUTHORITY HAVING JURISDICTION AND PAID FOR BY THE CONTRACTOR. CERTIFICATES OF INSPECTION SHALL BE FURNISHED TO THE ARCHITECT.
3. ALL EQUIPMENT NECESSARY FOR A COMPLETE AND OPERABLE ELECTRICAL SYSTEM SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. CONTRACTOR SHALL COORDINATE AND VERIFY THE REQUIREMENTS FOR THE CONCESSION EQUIPMENT, BEING FURNISHED UNDER THIS CONTRACT AND/OR FURNISHED AND INSTALLED BY OTHERS OUTSIDE OF THIS CONTRACT. NOTIFY ARCHITECT AND ENGINEER OF ANY DISCREPANCIES AFFECTING THE WORK.
4. APPLICATION AND INSTALLATION OF MATERIALS AND EQUIPMENT SHALL BE STRICTLY IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS SHOULD THERE BY ANY DIFFERENCE BETWEEN SUCH RECOMMENDATIONS AND THE REQUIREMENTS OF THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF SUCH DIFFERENCES AND OBTAIN THE ARCHITECTS INTERPRETATION PRIOR TO INSTALLATION. DIFFERENCES BROUGHT TO THE ARCHITECTS ATTENTION AFTER INSTALLATION SHALL BE CORRECTED TO THE ARCHITECTS INTERPRETATION BY THE CONTRACTOR, AT THE CONTRACTORS EXPENSE
5. ALL TIE-IN LOCATIONS SHOWN ARE GENERAL LOCATIONS. CONTRACTOR SHALL ESTABLISH EXACT LOCATIONS IN FIELD PRIOR TO ANY ROUGH-IN.

6 GENERAL ELECTRICAL NOTES
SCALE: NONE

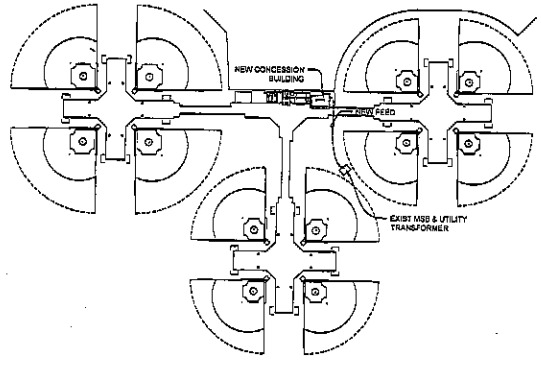
ME-1.0 ELECTRICAL SITE PLAN

ME-2.0 PLUMBING PLAN
ME-2.1 PLUMBING SCHEDULES AND DETAILS
ME-2.2 PLUMBING RISERS

ME-3.0 MECHANICAL PLAN
ME-3.1 MECHANICAL DETAILS
ME-3.2 MECHANICAL SCHEDULES

ME-4.0 ELECTRICAL POWER AND EQUIPMENT PLANS
ME-4.1 ELECTRICAL HVAC PLAN AND PANEL SCHEDULES
ME-4.2 ELECTRICAL LIGHTING AND SPECIAL SYSTEM PLANS

5 INDEX TO ME DRAWINGS
SCALE: NONE



2 OVERALL SITE PLAN
SCALE: 1" □150□

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FORD PARK

SHEET NO. ME-1.0

DRAWN BY: MJC/GLC/CM
PROJECT NO: 0-219
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1 8.30.19 • CONSTR. 2-5-19

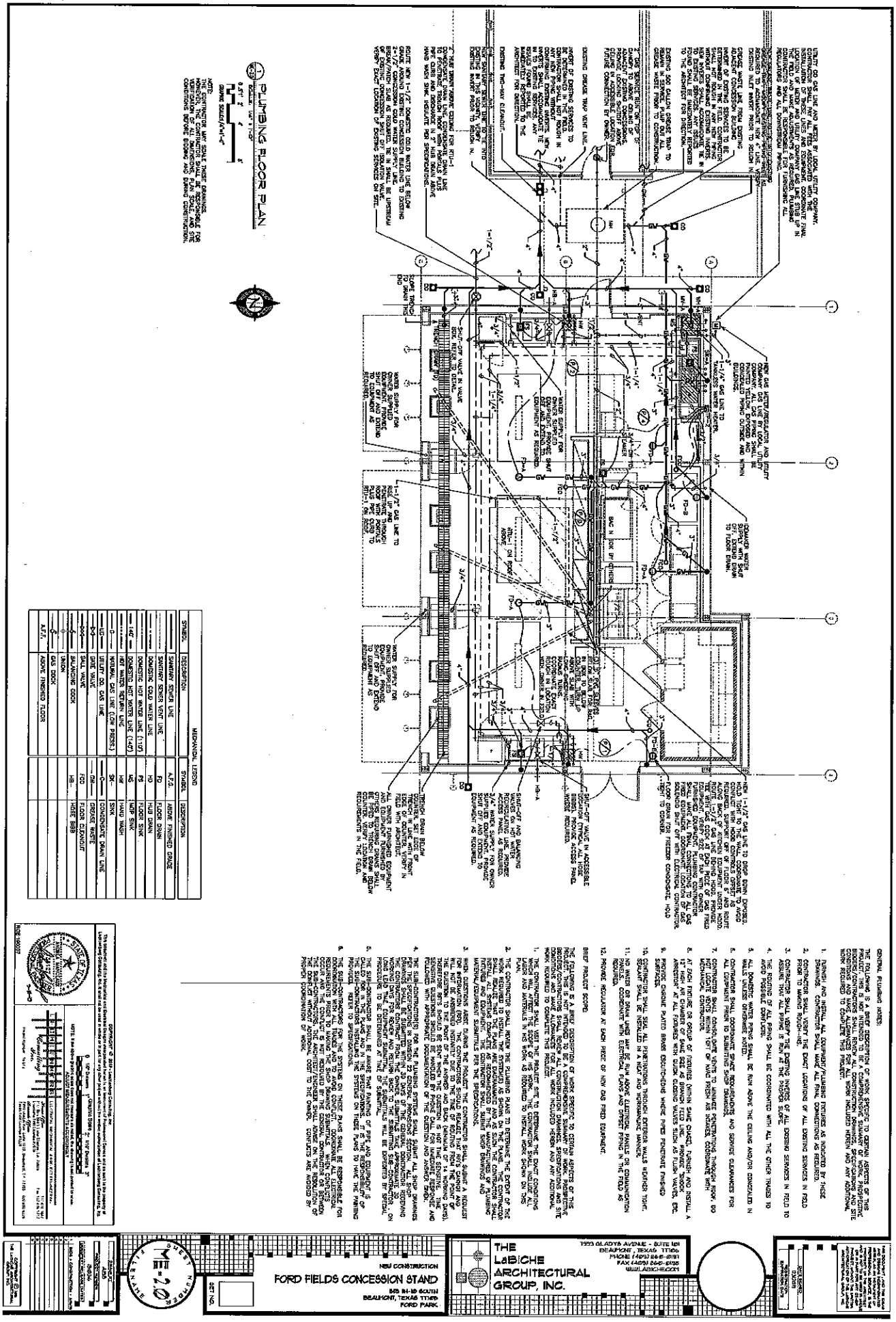
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0 1/8" Division Graphic Scale 2" 1/10" Centers 3"
NOTE: If the above graphic scale does not measure as noted, this drawing is not printed to scale. ADJUST MEASUREMENTS ACCORDINGLY

L O C H E N B A Y C O N S U L T I N G, I N C. ELECTRICAL MECHANICAL PLUMBING
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DRAWING NAME:190007 - ME-2.0 - PLUMBING FLOOR PLAN.dwg
SAVED:Tuesday, March 12, 2019 8:33:08 AM


PLUMBING FLOOR PLAN
NOTE:
CONTRACTOR MAY SCALE PLANS FOR ADVANCE PLANNING ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS, PLAN SCALE AND SITE CONDITIONS BEFORE BIDDING AND DURING CONSTRUCTION.
MECHANICAL LEGEND
SYMBOL DESCRIPTION
SANITARY SEWER LINE
SANITARY SEWER VENT LINE
DOMESTIC COLD WATER LINE
DOMESTIC HOT WATER LINE (140)
DOMESTIC HOT WATER LINE (120)
HOT WATER RETURN LINE
NATURAL GAS LINE (LOW PRESS.)
UTILITY OIL GAS LINE
GREASE WASTE
SHUT VALVE
BALANCING COCK
UNION
GAS COCK
A.F.F. ABOVE FINISHED FLOOR
SYMBOL DESCRIPTION
A.F.G. ABOVE FINISHED GRADE
FD FLOOR DRAIN
HUB HUB DRAIN
FS FLOOR SINK
MS MOP SINK
HW HAND WASH
SK SINK
CONDENSATE DRAIN LINE
GREASE WASTE
FCO FLOOR CLEANOUT
WCO WALL CLEANOUT
GENERAL PLUMBING NOTES:
THE FOLLOWING IS A BRIEF DESCRIPTION OF WORK SPECIFIC TO CERTAIN ASPECTS OF THIS PROJECT. THIS IS NOT INTENDED TO BE A COMPREHENSIVE SUMMARY OF WORK. PRESPECTIVE BIDDERS SHALL REVIEW ALL DRAWINGS AND SPECIFICATIONS, VISIT THE SITE, VERIFY EXISTING CONDITIONS AND MAKE ALLOWANCES FOR ALL WORK INCLUDED HEREIN AND ANY ADDITIONAL WORK REQUIRED TO COMPLETE THIS PROJECT.
1. TERMINATE AND INSTALL ALL EQUIPMENT/PLUMBING FIXTURES AS INDICATED BY THESE DRAWINGS. CONTRACTOR SHALL MAKE ALL FINAL CONNECTIONS AS REQUIRED.
2. CONTRACTOR SHALL VISIT THE SITE PRIOR TO MAKING ROUGH-INS TO VERIFY EXACT LOCATIONS OF ALL EXISTING SERVICES IN FIELD AND ASSURE THAT ALL PIPING IS RUN AT THE PROPER SLOPE.
3. CONTRACTOR SHALL VERIFY THE EXISTING INVERTS OF ALL EXISTING SEWERS IN FIELD TO AVOID POSSIBLE CONFLICTS.
4. THE ROUTING OF ALL PIPING SHALL BE COORDINATED WITH ALL THE OTHER TRADES TO AVOID POSSIBLE CONFLICTS.
5. ALL DOMESTIC WATER PIPING SHALL BE RUN ABOVE THE CEILING AND/OR CONCEALED IN WALLS UNLESS OTHERWISE NOTED.
6. CONTRACTOR SHALL COORDINATE SPACE REQUIREMENTS AND SERVICE CLEARANCES FOR ALL EQUIPMENT PRIOR TO SUBMITTING SHOP DRAWINGS.
7. CONTRACTOR SHALL CONSOLIDATE VENTS TO MINIMIZE PENETRATIONS THROUGH ROOF. DO NOT LOCATE VENTS WITHIN 10FT OF HVAC FRESH AIR INTAKES. COORDINATE WITH MECHANICAL CONTRACTOR.
8. AT EACH FIXTURE OR GROUP OF FIXTURES WITHIN SAME CHASE, FURNISH AND INSTALL A WATER HAMMER ARRESTOR. AT ALL FIXTURES WITH QUICK CLOSING VALVES SUCH AS FLUSH VALVES, ETC.
9. PROVIDE CHROME PLATED BRASS ESCUTCHEONS WHERE PIPES PENETRATE FINISHED SURFACES.
10. CONTRACTOR SHALL SEAL ALL PENETRATIONS THROUGH EXTERIOR WALLS WEATHER TIGHT. SEALANT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER.
11. NO WATER OR DRAIN LINES MAY BE RUN ABOVE ELECTRICAL PANELS OR COMMUNICATION PANELS. COORDINATE WITH ELECTRICAL PLANS AND OTHER PIPING IN THE FIELD AS REQUIRED.
12. PROVIDE REGULATOR AT EACH PIECE OF NEW GAS FIRED EQUIPMENT.
BRIEF PROJECT SCOPE
THE FOLLOWING IS A BRIEF DESCRIPTION OF WORK SPECIFIC TO CERTAIN ASPECTS OF THIS PROJECT. THIS IS NOT INTENDED TO BE A COMPREHENSIVE SUMMARY OF WORK. PRESPECTIVE BIDDERS SHALL REVIEW ALL DRAWINGS AND SPECIFICATIONS, VISIT THE SITE, VERIFY EXISTING CONDITIONS AND MAKE ALLOWANCES FOR ALL WORK INCLUDED HEREIN AND ANY ADDITIONAL WORK REQUIRED TO COMPLETE THIS PROJECT.
1. THE CONTRACTOR SHALL VISIT THE PROJECT SITE TO DETERMINE THE EXACT CONDITIONS AND EQUIPMENT TURNED BY OWNER. CONTRACTOR SHALL FURNISH ALL ADDITIONAL LABOR AND MATERIALS IN HIS WORK AS REQUIRED TO INSTALL WORK SHOWN ON THIS PLAN.
2. THE CONTRACTOR SHALL REVIEW THE PLUMBING PLANS TO DETERMINE THE EXTENT OF THE WORK INCLUDED IN THE CONTRACT. THE CONTRACTOR SHALL REVIEW THE PLANS AND SHALL REALIZE THAT THE PLANS ARE DIAGRAMATIC AND AS SUCH THE CONTRACTOR SHALL INSTALL ALL SYSTEMS COMPLETE AS RECOMMENDED BY THE MANUFACTURER OF PLUMBING MATERIAL/EQUIPMENT SUBMITTALS PER THE SPECIFICATIONS.
3. WHEN QUESTIONS ARISE DURING THE PROJECT THE CONTRACTOR SHALL SUBMIT A REQUEST FOR INFORMATION (RFI). THE CONTRACTORS SHOULD REALIZE THAT RFI'S CANNOT AND THEREFORE RFI'S SHOULD BE SENT WHEN THE QUESTION IS NOT TIME SENSITIVE. THE CONTRACTOR SHALL ALLOW TWO WORKING DAYS FOR THE ARCHITECT AND EACH CONSULTANT TO RESPOND TO THE QUESTION. THE RESPONSE WILL BE DOCUMENTED ON THE RFI FORM AND RETURNED TO THE SUBMITTING SUB-CONTRACTOR. ON RESPONSES REQUIRING MORE THAN TWO WORKING DAYS, THE CONTRACTOR SHALL ALLOW ADDITIONAL TIME AS REQUIRED.
4. THE SUB-CONTRACTOR(S) FOR THE PLUMBING SYSTEMS SHALL SUBMIT ALL SHOP DRAWINGS PER THE SPECIFICATIONS IN DIVISION 22 GENERAL PROVISIONS SECTION. ALL SHOP DRAWINGS SHALL BE SUBMITTED IN A TIMELY FASHION AND SHALL BE REVIEWED BY THE CONTRACTOR BEFORE SUBMITTAL TO THE ARCHITECT. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING AND APPROVING ALL SHOP DRAWINGS PRIOR TO SUBMITTAL TO THE ARCHITECT. THE CONTRACTOR SHALL ALLOW TWO WORKING DAYS FOR REVIEW AND RETURN BACK TO THE SUBMITTING SUB-CONTRACTOR. ON PROCEDURE TO BE DETERMINED AT THE PRE-CONSTRUCTION MEETING.
5. THE SUB-CONTRACTOR SHALL BE AWARE THAT PAINTING OF PIPE AND EQUIPMENT IS CALLED FOR IN THE PLANS AND IN THE SPECIFICATIONS. IT IS THE RESPONSIBILITY OF THE PLUMBING CONTRACTOR TO REFER TO SPECIFICATIONS FOR SYSTEMS ON TRADE PLANS TO MAKE THE PAINTING PROVISION.
6. THE SUB-CONTRACTORS FOR THE THESE PLANS SHALL BE RESPONSIBLE FOR COORDINATION WITH ALL TRADES AND TO AVOID CONFLICTS. COORDINATE ALL ELECTRICAL EQUIPMENT AND THE CONDUIT AND WIRING REQUIRED BY THE GENERAL CONTRACTOR OR SUB-CONTRACTORS. THE ARCHITECT/ENGINEER SHALL ADVISE ON THE RESOLUTION OF CONFLICTS ARE NOTED BY THE CONTRACTOR(S) PRIOR TO THE INSTALLATION OF WORK. ANY ADDITIONAL COST TO THE OWNER. CONFLICTS ARE NOTED BY THE CONTRACTOR(S) PRIOR TO THE INSTALLATION OF WORK. ANY ADDITIONAL COST TO THE OWNER. CONFLICTS ARE NOTED BY THE CONTRACTOR(S) PRIOR TO THE INSTALLATION OF WORK. ANY ADDITIONAL COST TO THE OWNER. CONFLICTS ARE NOTED BY
PROPER COORDINATION OF WORK.
NEW 1-1/2" GAS LINE TO DROP DOWN ENCASED IN WALL. ROUTE UNDER SLAB AS REQUIRED. SUPPORT OFF OF FLOOR AS REQUIRED. CONTRACTOR TO MAKE CONNECTIONS TO ALL GAS FIRED EQUIPMENT. PLUMBING CONTRACTOR SHALL MAKE ALL FINAL CONNECTIONS TO ALL GAS FURNISHED EQUIPMENT. PLUMBING CONTRACTOR SHALL INSTALL GAS COCK AT EACH PIECE OF GAS FIRED EQUIPMENT. COORDINATE EXACT LOCATION WITH OWNER'S REPRESENTATIVE.
NEW 1-1/2" GAS LINE TO DROP DOWN ENCASED IN WALL. ROUTE UNDER SLAB AS REQUIRED. SUPPORT OFF OF FLOOR AS REQUIRED. CONTRACTOR TO MAKE CONNECTIONS TO ALL GAS FURNISHED EQUIPMENT. PLUMBING CONTRACTOR SHALL INSTALL GAS COCK AT EACH PIECE OF GAS FIRED EQUIPMENT. COORDINATE EXACT LOCATION WITH OWNER'S REPRESENTATIVE.
NEW GAS METER/REGULATOR LOCATION AND UTILITY COMPANY. ALL GAS PIPING SHALL BE CONCEALED PIPING OUTSIDE AND WITHIN BUILDING.
NEW 1-1/4" GAS LINE TO TANKLESS WATER HEATER.
DOMESTIC WATER SHUT-OFF VALVE IN ACCESSIBLE LOCATION TYPICAL. ALL HOSE BIBBS. PROVIDE ACCESS PANEL WHERE REQUIRED.
SHUT-OFF AND BALANCING VALVES ON HOT WATER RECIRCULATING LINE. PROVIDE 3/4" HOSE BIBB FOR OWNER SUPPLIED EQUIPMENT. PROVIDE EQUIPMENT AS REQUIRED.
TRENCH DRAIN BELOW GRATE. PROVIDE TRENCH IN LINE WITH FRONT FOOD WITH ARCHITECT. SLOPE TRENCH TO DRAIN.
ALL OWNER FURNISHED EQUIPMENT AND EQUIPMENT TURNED BY OWNER SHALL BE TIED TO TRENCH DRAIN PER RECOMMENDATIONS IN THE FIELD.
OWNER SUPPLIED EQUIPMENT. PROVIDE EQUIPMENT AS REQUIRED.
WATER SUPPLY FOR OWNER SUPPLIED EQUIPMENT. PROVIDE EQUIPMENT AS REQUIRED.
OWNER SUPPLIED EQUIPMENT. PROVIDE EQUIPMENT AS REQUIRED.
ROUTE NEW 1-1/2" DOMESTIC COLD WATER LINE BELOW GRADE AROUND EXISTING CONCESSION BUILDING TO EXISTING WATER HEATER. PROVIDE SHUT-OFF VALVE AT BREAK/TAP. SIZE AS REQUIRED. TIE IN SHALL BE UPSTREAM OF EXISTING SHUT-OFF. ISOLATION VALVE. VERIFY EXACT LOCATION OF EXISTING SERVICES ON SITE.
NEW 2" SCH 40 SERVICE RUN UP TOP OF CANOPY TO ABOVE CEILING OF CONCESSION BUILDING. PROVIDE LOOPING SHUTOFF ABOVE FUTURE CONNECTION BY OWNER.
EXISTING 500 GALLON GREASE TRAP TO REMAIN. SHALL BE INDEPENDENTLY REPORTED TO THE ARCHITECT FOR DIRECTION.
GREASE WASTE LINE FROM EXISTING ADJACENT CONCESSION BUILDING. INVERT OF EXISTING SERVICES TO BE DETERMINED IN THE FIELD. SHALL NOT ROUTE IN ANY NEW PIPING WITHOUT COMPARING EXISTING INVERTS TO NEW PIPING. ANY ISSUES SHALL BE INDEPENDENTLY REPORTED TO THE ARCHITECT FOR DIRECTION.
EXISTING GREASE TRAP VENT LINE.
INVERT OF EXISTING SERVICES TO BE DETERMINED IN THE FIELD. SHALL NOT ROUTE IN ANY NEW PIPING WITHOUT COMPARING EXISTING INVERTS TO NEW PIPING. ANY ISSUES SHALL BE INDEPENDENTLY REPORTED TO THE ARCHITECT FOR DIRECTION.
EXISTING TWO-WAY CLEANOUT
NEW SANITARY SEWER LINE TO TIE INTO EXISTING INVERT PRIOR TO ROUTE IN.
ROUTE NEW 3" PENETRATION THROUGH ROOF WITH FLASHING PLUS 1-1/2" VENT THROUGH ROOF WITH FLASHING ABOVE HAND WASH SINK. INSULATE PER SPECIFICATIONS.
SLOPE TROUGH DRAIN THIS WAY
SHUT-OFF VALVE IN VALVE BOX
1-1/2" GAS LINE TO RISE UP AND PENETRATE ROOF WITH FLASHING PLUS PIPE CAP TO ABOVE ROOF.
SAC N' BOX BY OTHERS
3/4" HOSE BIBB ON POST
SHUT-OFF VALVE IN ACCESSIBLE LOCATION ABOVE SUB WITH ACCESS PANEL.
SAC N' BOX BY OTHERS
SHUT-OFF VALVE IN ACCESSIBLE LOCATION TYPICAL. ALL HOSE BIBBS. PROVIDE ACCESS PANEL WHERE REQUIRED.
SHUT-OFF AND BALANCING VALVES ON HOT WATER RECIRCULATING LINE. PROVIDE 3/4" HOSE BIBB FOR OWNER SUPPLIED EQUIPMENT. PROVIDE EQUIPMENT AS REQUIRED.
FLOOR DRAIN FOR FREEZER CONDENSATE. HOLD LOW TO CORNER.
NOTE:
1. ALL PLUMBING FIXTURES AND EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
2. ALL PLUMBING FIXTURES AND EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
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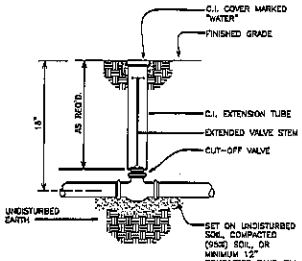
PLUMBING FIXTURE SCHEDULE

NO.	FIXTURE	PIPE SIZE					A.D.A. COMPLIANT	REMARKS
		TRAP	WASTE	VENT	C.W.	H.W.		
FD-A	AREA DRAIN	3"	3"	2"	---	---	---	ZURN Z4158 FLOOR DRAIN. FURNISH WITH 5" ROUND TOP, FLANGE, INT. REVERSIBLE CLAMPING COLLAR AND NICKEL BRONZE STRAINER. TOP SHALL BE FLUSH WITH FINISHED FLOOR. COORDINATE WITH ARCHITECTURAL PLANS FOR FLOORING REQUIREMENTS. FURNISH WITH TRAP PRIMER CONNECTION.
FD-B	INDIRECT WASTE DRAIN	3"	3"	2"	---	---	---	ZURN Z4158 FLOOR DRAIN WITH RAISED FLANGE. FURNISH WITH 6" ROUND TOP, FLANGE, INT. REVERSIBLE CLAMPING COLLAR AND NICKEL BRONZE STRAINER. PROVIDE 1" AIR GAP AT EQUIPMENT DRAIN DISCHARGE. SET TOP OF EXTENDED RIM FLUSH WITH FINISHED FLOOR. FURNISH WITH TRAP PRIMER CONNECTION.
FS	FLOOR SINK	3"	3"	2"	---	---	---	ZURN Z1910 12"X12"X6" CAST IRON FLOOR SINK. FURNISH WITH TRAP PRIMER CONNECTION, A.R.E. INTERIOR, ALUMINUM DOME STRAINER AND NICKEL BRONZE FRAME. TOP OF DRAIN SHALL BE FLUSH WITH FINISHED FLOOR. PROVIDE INDIRECT CONNECTION AT DISCHARGE TO FLOOR SINK. FURNISH WITH FULL GRATE WITH SQUARE CENTER OPENING. EXTEND DRAIN LINES FROM OWNER FURNISHED EQUIPMENT AS REQUIRED.
MS	MOP SINK	3"	3"	2"	3/4"	3/4"	---	SINK AND FAUCET FURNISHED BY OWNER SET IN PLACE BY PLUMBING CONTRACTOR. PLUMBING CONTRACTOR SHALL MAKE ALL FINAL CONNECTIONS TO EQUIPMENT. CONTRACTOR SHALL FURNISH ALL PIPING/VALVES, ETC REQUIRED FOR A COMPLETE INSTALLATION. FURNISH WITH ASSE 1070 TEMPERATURE CONTROL DEVICE TO CONTROL DOMESTIC HOT WATER TEMPERATURE TO 105°F.
HB-A	HOSE BIBB	---	---	---	3/4"	---	---	ZURN Z1335 BOX TYPE WALL HYDRANT WITH VACUUM BREAKER AND METAL WHEEL HANDLE. COORDINATE BOX FINISH WITH ARCHITECT.
WH-A	TANKLESS GAS WATER HEATER	---	---	---	3/4"	3/4"	---	WATER HEATER FURNISHED BY OWNER, INSTALLED BY PLUMBING CONTRACTOR. PLUMBING CONTRACTOR SHALL MAKE ALL FINAL CONNECTIONS. FURNISH WITH P/T RELIEF VALVE AND PIPE PER MANUFACTURERS INSTALLATION INSTRUCTIONS. EXTEND FLUE THROUGH ROOF TO EXTERIOR. CONTRACTOR SHALL BE RESPONSIBLE FOR DISCONNECTING AND RELOCATING WATER HEATER FROM ITS EXISTING LOCATION. COORDINATE WITH OWNER.
HW	HANDWASH	1-1/2"	2"	2"	1/2"	1/2"	YES	SINK AND FAUCET FURNISHED BY OWNER SET IN PLACE BY PLUMBING CONTRACTOR. PLUMBING CONTRACTOR SHALL MAKE ALL FINAL CONNECTIONS TO EQUIPMENT. CONTRACTOR SHALL FURNISH WITH CAST BRASS P-TRAP, 3/8" ANGLE STOPS, ESCUTCHEONS, ETC REQUIRED FOR A COMPLETE INSTALLATION. FURNISH WITH ASSE 1070 TEMPERATURE CONTROL DEVICE TO CONTROL DOMESTIC HOT WATER TEMPERATURE TO A MAX OF 105°F. SET AT HEIGHT PER ARCHITECTURAL PLANS.
C-A	HOT WATER RECIRC PUMP	---	---	---	---	3/4"	---	BELL AND GOSSETT NRF-25 LEAD FREE WET ROTOR CIRCULATOR OR APPROVED EQUAL WITH AUTOMATIC TIMER KIT AND AQUASTAT AND CHECK-TROL FLOW CONTROL FLANGE KIT. 120-1-60 ELECTRICAL SERVICE. UNIT SHALL PRODUCE A MINIMUM OF 7.0 GPM AT 15 FT OF HEAD.
MV-A	MIXING VALVE	---	---	---	1"	1"	---	LEONARD, POWERS OR APPROVED EQUAL THERMOSTATIC MIXING VALVE IN STAINLESS STEEL BOX WITH BALL VALVE AND DIAL THERMOMETER SET TO MAINTAIN DESIRED WATER TEMPERATURE. 0.5 GPM MINIMUM FLOW CAPACITY AND ASSE 1017 CERTIFIED. STARTUP FROM MANUFACTURER APPROVED TECHNICIAN FOR ALL MIXING VALVES.
SK-A	3 COMPARTMENT SINK	---	3"	---	3/4"	3/4"	NO	SINK AND FAUCET FURNISHED BY OWNER SET IN PLACE BY PLUMBING CONTRACTOR. PLUMBING CONTRACTOR SHALL MAKE ALL FINAL CONNECTIONS TO EQUIPMENT. CONTRACTOR SHALL FURNISH WITH CAST BRASS P-TRAP, 3/8" ANGLE STOPS, ESCUTCHEONS, ETC REQUIRED FOR A COMPLETE INSTALLATION. FURNISH WITH ASSE 1070 TEMPERATURE CONTROL DEVICE TO CONTROL DOMESTIC HOT WATER TEMPERATURE TO OWNER DESIRED OUTPUT TEMPERATURE. DISCHARGE AT FLOOR SINK WITH AIR GAP.
TP-1	WATER SAVER TRAP PRIMER	---	---	---	1/2"	---	---	PPP INC PR-500 TRAP PRIMER ASSEMBLY WITH DU DISTRIBUTION UNIT. EXTEND 1/2" TRAP PRIMER LINE TO FLOOR DRAIN AS INDICATED. CAP ANY UNUSED OUTLETS.
TP-2	ELECTRIC TRAP PRIMER	---	---	---	1/2"	---	---	PPP INC, PTS-4 PRIME-TIME ELECTRONIC TRAP PRIMER, 120-1-60 ELECTRIC SERVICE. FURNISH WITH AIR GAP FITTING AND DU DISTRIBUTION UNIT TO SERVE UP TO (5) FLOOR DRAINS. CAP ANY UNUSED OUTLETS.
TD	TRENCH DRAIN	3"	3"	2"	---	---	---	WADE "2920" CAST IRON MULTIPLE SECTION TRENCH DRAIN WITH INSIDE CAULK OUTLET AND FLANGE. FURNISH WITH SPECIAL DUTY (OVER 10,000 LBS) DUCTILE IRON LOOSE SET GRATES AND END CAPS. ALT. TRENCH DRAIN MANUFACTURER: J.R. SMITH. TOTAL LENGTH: 45FT.

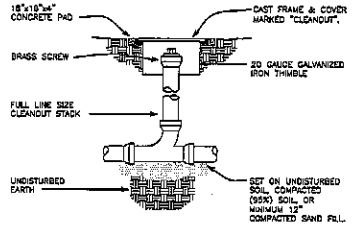
NOTES:

1. INSULATE ALL EXPOSED P-TRAPS AND ANGLE SUPPLIES ON HANDICAPPED LAVATORIES AND SINKS WITH TRUEBRO HANDI LAV-GUARD OR EQUAL.
2. PROVIDE AND INSTALL PISTON TYPE WATER HAMMER ARRESTORS AT ALL DOMESTIC WATER STUB-OUTS.
3. PROVIDE AND INSTALL 6" DEEP SEAL P-TRAPS FOR ALL FLOOR DRAINS, HUB DRAINS AND FLOOR SINKS.
4. ALL PLUMBING FIXTURES THAT REQUIRE VACUUM BREAKERS SUCH AS SERVICE SINKS, HOSE BIBBS, AND/OR SPECIAL EQUIP, SHALL BE SO EQUIPPED.
5. ALL HANDICAPPED PLUMBING FIXTURES SHALL BE SET TO "ADA" HEIGHT REQUIREMENTS. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT HEIGHTS.
6. ALL WATER HEATERS WITH 200,000 BTUH INPUT OR GREATER SHALL HAVE AN "A.S.M.E." RATED TANK.
7. CONTRACTOR SHALL VERIFY THAT ALL WATER HEATERS SHALL FIT IN THE SPACE PROVIDED AND THAT THE MANUF. RECOMMENDED SERVICE CLEARANCES ARE MAINTAINED.
8. PLUMBING CONTRACTOR SHALL CONFIRM ALL WATER AND DRAIN REQUIREMENTS FOR OWNER FURNISHED EQUIPMENT PRIOR TO ROUGH IN. EXTEND SERVICES AS REQUIRED.

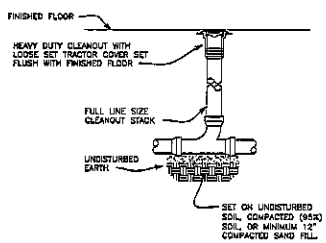
1 ME-2.1 PLUMBING SCHEDULE
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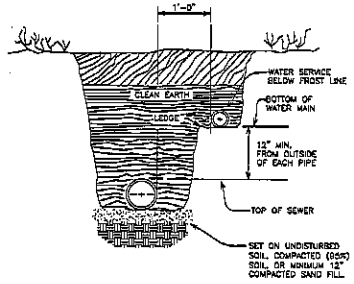
2 ME-2.1 VALVE BOX DETAIL
NO SCALE



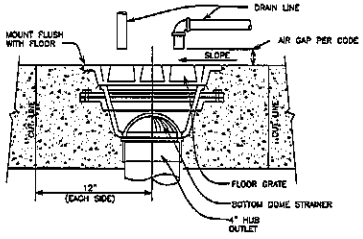
3 ME-2.1 OUTSIDE CLEANOUT DETAIL
NO SCALE



4 ME-2.1 FLOOR CLEANOUT DETAIL
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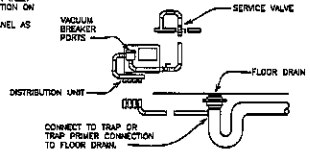


5 ME-2.1 PIPE TRENCH DETAIL
NO SCALE



6 ME-2.1 FLOOR SINK DETAIL
NO SCALE

NOTES:
1. MINIMUM 12" OFF FLOOR.
2. TRAP PRIMER LINE CONTINUOUS SLOPE TO DRAIN.
3. INSTALL VALVE LEVEL.
4. SHUT-OFF VALVE ON INLET AND UNION CONNECTION ON OUTLET SIDE.
5. PROVIDE ACCESS PANEL AS REQUIRED.



7 ME-2.1 COLD WATER TRAP PRIMER DETAIL
NO SCALE

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STATE OF TEXAS — ANDREA MARIE LECHTENBERG — 123127 — REGISTERED PROFESSIONAL ENGINEER

RCP: 190007

Graphic Scale 0 1/8" Division 2" 1/16" Division 1"

NOTE: If this sphere graphic scale does not measure as noted, the drawings not printed to scale
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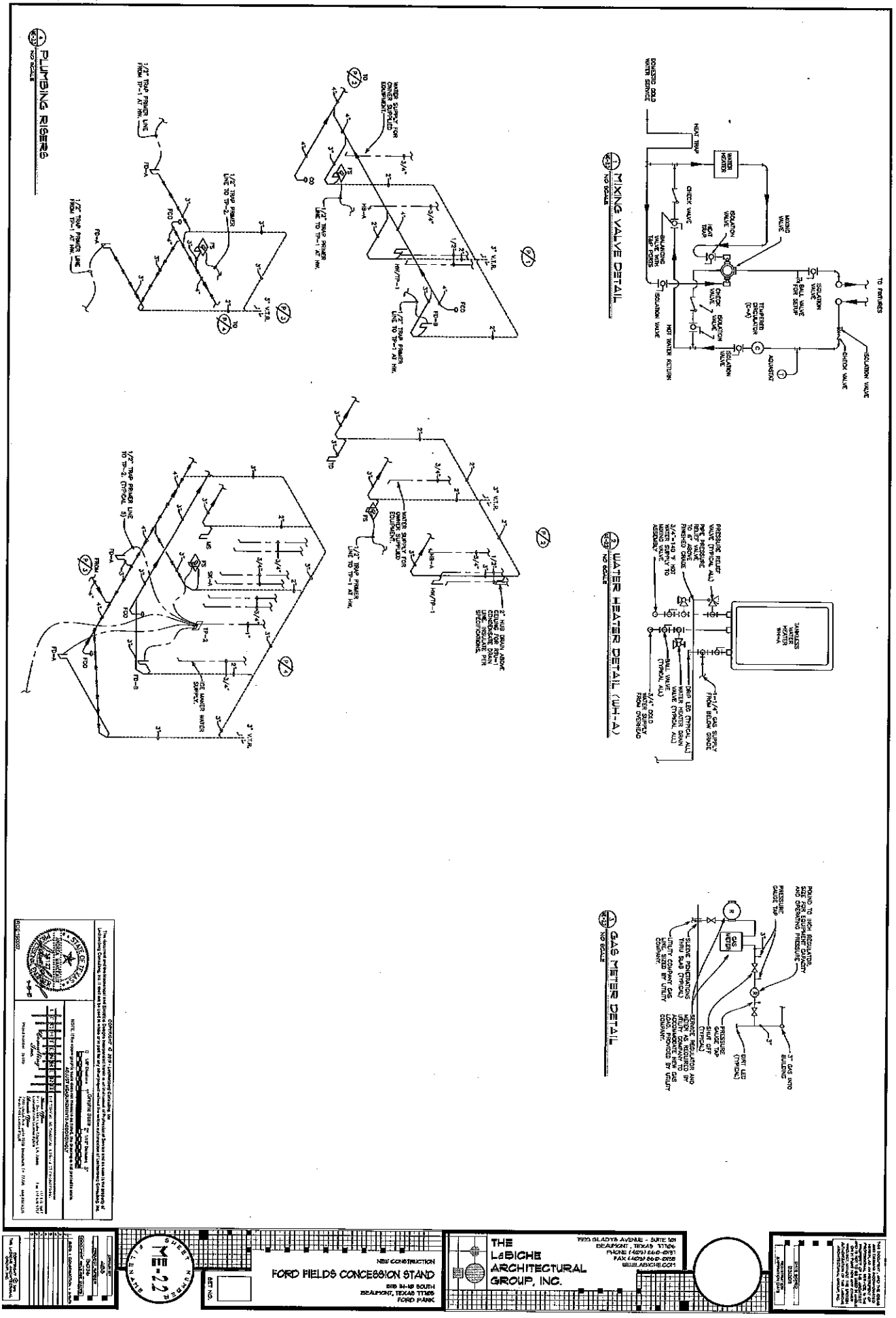
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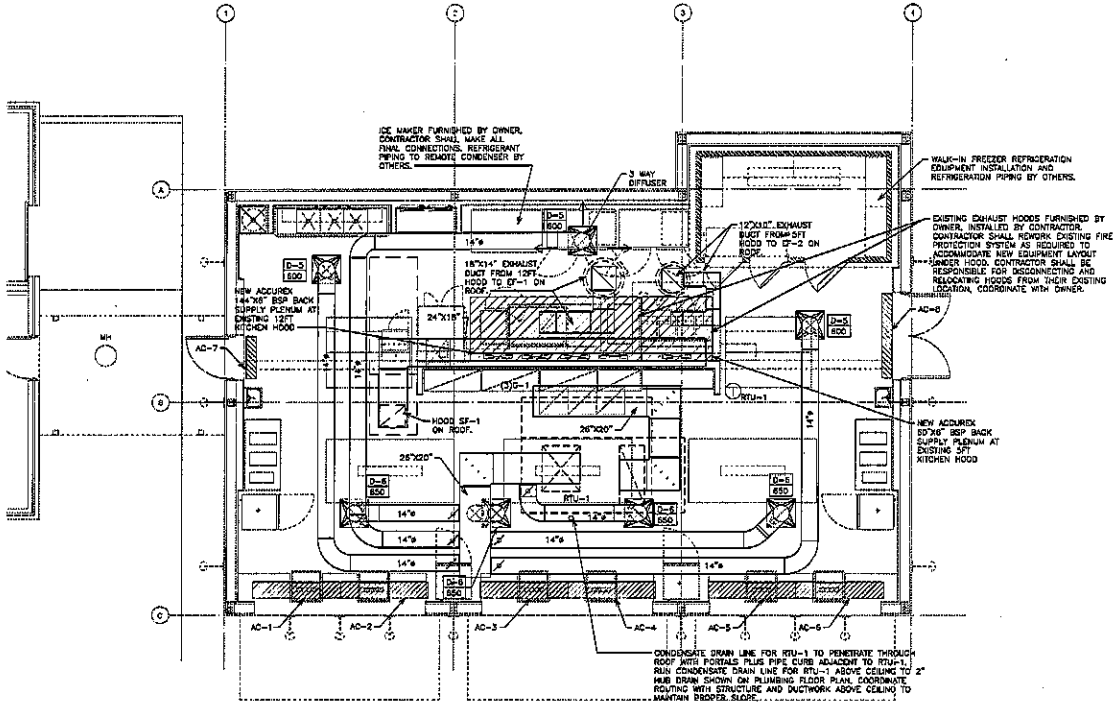
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SHEET NUMBER ME-2.2



MECHANICAL FLOOR PLAN

SCALE: 1/4" = 1'-0"

GRAPHIC SCALE: 1/4"=1'-0"

NOTE:
THE CONTRACTOR MAY SCALE THESE DRAWINGS. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS, PLAN SCALE, AND SITE CONDITIONS BEFORE BIDDING AND DURING CONSTRUCTION.

MECHANICAL GENERAL NOTES:

THE FOLLOWING IS A BRIEF DESCRIPTION OF WORK SPECIFIC TO CERTAIN ASPECTS OF THIS PROJECT. THIS IS NOT INTENDED TO BE A COMPREHENSIVE SUMMARY OF WORK. PROSPECTIVE BIDDERS/CONTRACTORS SHALL REVIEW ALL CONSTRUCTION DRAWINGS, SPECIFICATIONS AND SITE CONDITIONS AND MAKE ALLOWANCES FOR ALL WORK INCLUDED HEREIN AND ANY ADDITIONAL WORK REQUIRED TO COMPLETE THIS PROJECT. MEANS AND METHODS FOR THE PROPER INSTALLATION OF THIS WORK IS STRICTLY THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND HIS SUB-CONTRACTORS.

1. MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE ROUTING OF ALL DUCTWORK WITH THE STRUCTURE AND OTHER TRADES AS CONDITIONS ALLOW. RE-ROUTE DUCTWORK AS NECESSARY TO AVOID CONFLICT. TRANSITION UP/DOWN TO AVOID OTHER TRADES AS NECESSARY.
2. INSTALL AT EACH DUCT TAKEOFF AN ADJUSTABLE VOLUME DAMPER IN AN ACCESSIBLE LOCATION.
3. CONTRACTOR SHALL COORDINATE SPACE REQUIREMENTS AND SERVICE CLEARANCES FOR ALL EQUIPMENT PRIOR TO SUBMITTING SHOP DRAWINGS.
4. MECHANICAL CONTRACTOR SHALL PROCURE THE SERVICES OF AN INDEPENDENT AABC, TABB OR NEBB CERTIFIED TEST AND BALANCE AGENCY. TAB AGENCY SHALL PERFORM AN INITIAL SMOKE/ PRESSURE LEAK TEST ON ALL DUCTWORK ONCE ALL SHEETMETAL DUCTWORK HAS BEEN INSTALLED. A FINAL BALANCE REPORT OF ALL HVAC SYSTEMS (INCLUDING SUPPLY/ RETURN TRAVERSES) AND EXHAUST FANS SHALL BE PROVIDED TO ARCHITECT/ ENGINEER UPON COMPLETION OF PROJECT. ALL REPORTS SHALL MEET AABC/NEBB STANDARDS. REFER TO SPECIFICATIONS FOR COMPLETE TEST AND BALANCE REQUIREMENTS.
5. COORDINATE FRESH AIR INLETS WITH EXHAUST OUTLETS AND PLUMBING VENTS TO MAINTAIN A 10'-0" SEPARATION.
6. TRANSITION SUPPLY AND RETURN DUCTWORK TO FANS AND ROOFTOP UNITS WITH SMOOTH TRANSITIONS PER SMACNA STANDARDS AS NECESSARY. DUCTWORK CONNECTIONS TO EQUIPMENT SHALL BE MADE WITH FLEXIBLE CONNECTIONS.
7. ALL EXPOSED PIPING, DUCTS, HANGERS, SUPPORTS, ETC RUN THROUGH FINISHED SPACES OR EXPOSED AT EXTERIOR SHALL BE PRIMED AND PAINTED COLOR AS SELECTED BY ARCHITECT.
8. FURNISH AND INSTALL ACCESS PANELS WHERE VALVES, DAMPERS, EQUIPMENT, ETC. ARE CONCEALED OR INACCESSIBLE. ACCESS PANELS SHALL BE PRIMED AND PAINTED COLOR AS SELECTED BY ARCHITECT.
9. ALL CONCEALED HVAC DUCTWORK SHALL BE GALVANIZED STEEL, GAUGE PER SMACNA GUIDELINES. SNAP LOCK PIPE IS ACCEPTABLE. SEAL ALL SEAMS AND JOINTS WITH MASTIC. FLEX DUCT SHALL BE LIMITED TO 5FT, REFERS TO SPECIFICATIONS.
10. PROVIDE ONE SET OF CLEAN FILTERS AT COMPLETION OF PROJECT PRIOR TO TURNING OVER TO OWNER. CONSTRUCTION FILTERS SHALL BE USED DURING DURATION OF PROJECT TO PROTECT DUCTWORK AND EQUIPMENT. DO NOT OPERATE EQUIPMENT UNLESS BUILDING HAS BEEN THOROUGHLY CLEANED.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING SUBMITTAL PACKAGE (INCLUDING CHECK) FOR KITCHEN HOOD SUBMITTAL TO THE STATE FIRE MARSHAL. SUBMIT THROUGH PROFESSIONAL OF RECORD (MECHANICAL ENGINEER).
12. ALL KITCHEN HOOD EXHAUST DUCTWORK SHALL BE 16 GAUGE BLACK IRON WITH WELDED SEAMS AND JOINTS PER NFPA 96. INSULATE EXHAUST DUCT FOR 0" CLEARANCE TO COMBUSTIBLES.
13. COORDINATE ALL ROOF PENETRATIONS WITH ROOFING CONTRACTOR FOR A WATERTIGHT INSTALLATION.
14. DUCTWORK SHALL RUN WITHIN STRUCTURE WHERE THERE IS SPACE AVAILABLE WHEN CROSSING OVER OTHER DUCTWORK.

BRIEF PROJECT SCOPE:

THE FOLLOWING IS A BRIEF DESCRIPTION OF WORK SPECIFIC TO CERTAIN ASPECTS OF THIS PROJECT. THIS IS NOT INTENDED TO BE A COMPREHENSIVE SUMMARY OF WORK. PROSPECTIVE BIDDERS/CONTRACTORS SHALL REVIEW ALL CONSTRUCTION DRAWINGS, SPECIFICATIONS AND SITE CONDITIONS AND MAKE ALLOWANCES FOR ALL WORK INCLUDED HEREIN AND ANY ADDITIONAL WORK REQUIRED TO COMPLETE THIS PROJECT.

1. THE CONTRACTOR SHALL VISIT THE PROJECT SITE TO DETERMINE THE EXACT CONDITIONS WHICH WILL AFFECT THE SCOPE OF HIS WORK. THE CONTRACTOR SHALL INCLUDE ALL LABOR AND MATERIALS IN HIS WORK AS REQUIRED TO INSTALL WORK SHOWN ON THIS PLAN.
2. THE CONTRACTOR SHALL REVIEW THE MECHANICAL PLANS (HVAC) TO DETERMINE THE EXTENT OF THE WORK REQUIRED TO INSTALL THE HVAC SYSTEM(S) AS SHOWN ON THE PLANS. THE CONTRACTOR SHALL REALIZE THESE PLANS ARE DIAGRAMMATIC AND AS SUCH INSTALL ALL SYSTEM(S) COMPLETE WHERE INDICATED ON THE PLANS. THE PLANS ATTEMPT TO SHOW ALL CONDITIONS FOR INSTALLATION, HOWEVER, THE CONTRACTOR SHALL ACCOMMODATE ALL CONDITIONS WHICH AFFECT THE INSTALLATION WHETHER OR NOT SHOWN. THE CONTRACTOR SHALL SUBMIT EQUIPMENT SUBMITTALS FOR REVIEW FOR ORDERING PURPOSES AND SHALL SUBMIT INSTALLATION SUBMITTAL DRAWINGS, FOR ALL EQUIPMENT SHOWING THE CONDITIONS OF INSTALLATION PER ALL DRAWINGS AND TRADE.
3. WHEN QUESTIONS ARISE DURING THE PROJECT THE CONTRACTOR SHALL SUBMIT A REQUEST FOR INFORMATION (RFI). THE CONTRACTORS SHOULD REALIZE THAT RFI'S CANNOT AND WILL NOT BE ANSWERED INSTANTLY DUE TO THE TIME OF ROUTING FROM THE POINT OF THE QUESTION TO THE POINT OF THE ANSWER AND BACK. ALLOW A MINIMUM OF 14 WORKING DAYS. RFI'S SHOULD BE SENT WHEN THE QUESTION IS NOT TIME SENSITIVE. TIME SENSITIVE QUESTIONS SHOULD BE HANDLED BY PHONE CALL FOR IMMEDIATE RESPONSE AND FOLLOWED WITH APPROPRIATE DOCUMENTATION OF THE QUESTION AND ANSWER GIVEN.
4. THE SUB-CONTRACTOR(S) FOR THE MECHANICAL SYSTEMS SHALL SUBMIT ALL SHOP DRAWINGS PER THE MECHANICAL SPECIFICATIONS IN DIVISION 23 GENERAL PROVISIONS SECTION. ALL SHOP DRAWINGS SHALL BE SUBMITTED WITHIN 30 DAYS OF THE GENERAL CONTRACTOR RECEIVING THE CONTRACTORS CONTRACT FROM THE OWNER (EXCEPT DUCTWORK SHOP DRAWINGS-45 DAYS). SUBMITTALS TAKE APPROXIMATE 30 WORKING DAYS FOR REVIEW AND RETURN BACK TO THE SUBMITTING SUB-CONTRACTOR . ON LONG LEAD TIME, EQUIPMENT SUBMITTAL THE SUBMITTALS WILL BE EXPEDITED BY SPECIAL PROCEDURE TO BE DETERMINED AT TIME OF SUBMITTAL.
5. THE SUB-CONTRACTOR SHALL BE AWARE THAT PAINTING OF PIPE AND EQUIPMENT IS CALLED FOR IN THE PLANS AND IN THE SPECIFICATIONS. IT IS THE RESPONSIBILITY OF THE SUB-CONTRACTORS INSTALLING THE SYSTEMS ON THESE PLANS TO HAVE THE PAINTING PROVIDED. REFER TO SPECIFICATIONS.
6. THE SUB-CONTRACTORS FOR THE SYSTEMS ON THESE PLANS SHALL BE RESPONSIBLE FOR COORDINATION WITH ALL TRADES AND TO AVOID CONFLICT. COORDINATE ALL ELECTRICAL REQUIREMENTS PRIOR TO MAKING THE SHOP DRAWING SUBMITTALS. WHEN CONFLICTS OCCUR AND THE CONFLICT IS NOT RESOLVED BY THE GENERAL CONTRACTOR OR BETWEEN THE SUB-CONTRACTORS, THE ARCHITECT/ENGINEER SHALL ADVISE ON THE RESOLUTION OF THE CONFLICT WITHOUT ADDITIONAL COST TO THE OWNER. CONFLICTS ARE AVOIDED BY PROPER COORDINATION OF WORK.

MECHANICAL LEGEND	
SYMBOL	DESCRIPTION
A.F.F.	ABOVE FINISHED FLOOR
A.F.G.	ABOVE FINISHED GRADE
T	THERMOSTAT
S	REMOTE SENSOR

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STATE OF TEXAS — ANDREW MANGELSEN — 121371 — REGISTERED PROFESSIONAL ENGINEER

RCE#190007

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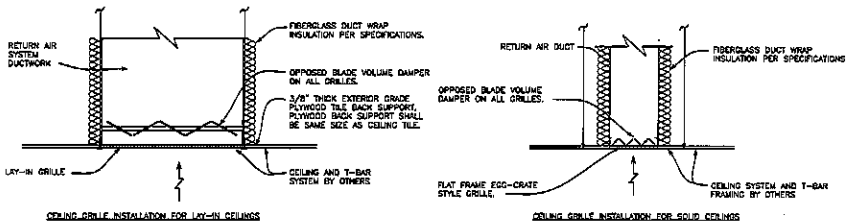
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1 - 5/8/19 - ADMINISTRATION - ABS/TX

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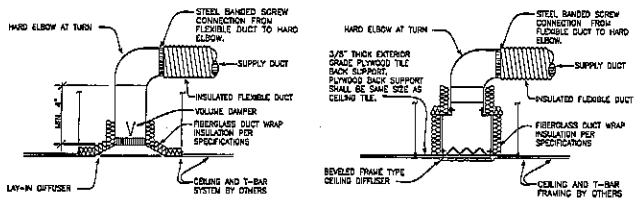
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NOTE:
ALL CEILING GRILLES SHALL BE MOUNTED TIGHT TO THE CEILING AND BE FURNISHED WITH SUITABLE FRAMES FOR TYPE OF CEILING USED.

CEILING GRILLE INSTALLATION DETAIL

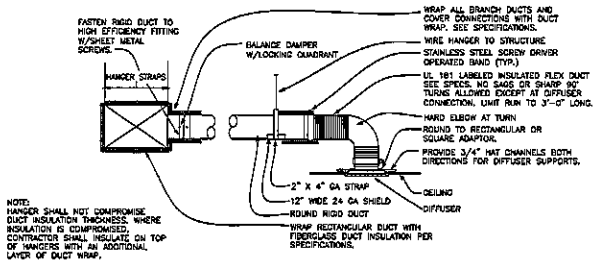
3 / ME-3.1 NO SCALE



NOTE:
ALL OUTLETS SHALL BE MOUNTED TIGHT TO THE CEILING AND SHALL BE FURNISHED WITH A SUITABLE FRAME FOR THE TYPE OF CEILING USED.

SUPPLY AIR DIFFUSER DETAIL

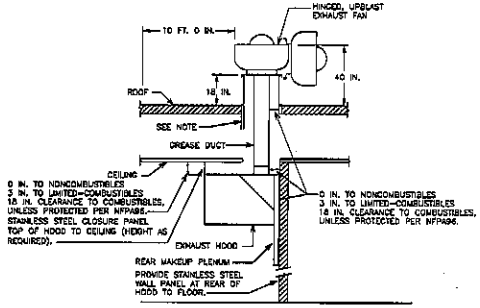
2 / ME-3.1 NO SCALE



NOTES:
1. IN AREAS WHERE FIRE DAMPERS ARE REQUIRED, PROVIDE DEEP ROUND TO RECTANGULAR OR SQUARE ADAPTER AND BUILD GYPSUM BOARD ENCLOSURE.
2. NO POP RIVETS ALLOWED.
3. PROVIDE SUPPORT ON ALL BRANCH DUCT RUNOUTS. MINIMUM OF TWO SUPPORTS ON BRANCH DUCTS OVER 6'-0" IN LENGTH.
4. DO NOT LINE DUCTWORK.

TYPICAL DIFFUSER CONNECTION DETAIL

3 / ME-3.1 NO SCALE



NOTE: ENCLOSURE IS NOT REQUIRED IN ONE STORY BUILDING WHERE ROOF-CEILING ASSEMBLY DOES NOT HAVE A FIRE RESISTANCE RATING.

TYPICAL HOOD DETAIL

4 / ME-3.1 NO SCALE

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PACKAGED ROOFTOP UNIT SCHEDULE

NO.	SERVICE	MIN. CFM	CFM F.A.	EXT. S.P.	NOMINAL TONNAGE	FAN H.P.	ELECTRICAL SERVICE	COOLING CAPACITY BTUH	ENTERING AIR TEMP DB (°F)	ENTERING AIR TEMP WB (°F)	LEAVE AIR (°F) COIL	LEAVE AIR (°F) UNIT	DEW POINT (°F)	MIN EER	AMB. TEMP. (°F)	HOT GAS REHEAT BTUH	HEATING TYPE	HEATING ENT. AIR (°F)	HEATING LEAVE AIR (°F)	HEATING NO. STAGES	HEATING BTUH INPUT	HEATING BTUH OUTPUT	UNIT ELECTRICAL UNIT FLA	UNIT ELECTRICAL ELECTRICAL SERVICE	APPROVED MANUFACTURERS
RTU-1	CONCESSIONS	4400	1400	0.95	16.4	3	480-3-60	198,376	81	68	53.7	53.6	53.6	10.9	95	101,898	NAT. GAS	58	95	MODULATING	300,000	240,000	30.6	480-3-60	AAON, DAIKIN OR APPROVED EQUAL.

NOTES:
1. PACKAGED EQUIPMENT SHALL BE FURNISHED WITH CONTROLLER, FURNISHED BY MANUFACTURER.
2. PACKAGED ROOFTOP UNIT SHALL HAVE DUCT SMOKE DETECTOR IN SUPPLY AND RETURN AIR DUCTWORK. INTERLOCK WITH FIRE ALARM SYSTEM WHERE FIRE ALARM IS PRESENT. WHERE NO FIRE ALARM EXISTS PROVIDE REMOTE AUDIBLE/VISUAL ANNUNCIATOR ON WALL IN CONTINUOUSLY OCCUPIED SPACE.
3. MECHANICAL CONTRACTOR AND MANUFACTURER SHALL PREPARE AN INSTALLATION SHOP DRAWING (AT 1/4"=1'-0" SCALE) FOR PACKAGED UNIT INDICATING REQUIRED CLEARANCES, ASSOCIATED PIPING AND DUCTWORK.
4. ALL PACKAGED ROOFTOP EQUIPMENT: PROVIDE AND INSTALL AIRFLOW MEASURING STATION (EBTRON GTX116 TRANSMITTER AND SENSOR) IN SUPPLY AND RETURN AIR OF AIR HANDLING UNIT. COORDINATE ELECTRICAL REQUIREMENTS WITH ELECTRICAL CONTRACTOR IN THE FIELD. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONTROL CIRCUITS AND MECHANICAL CONTRACTOR SHALL EXTEND AND CONNECT ALL CONTROL WIRING.
5. ROOFTOP UNIT SHALL BE FURNISHED WITH MOTORIZED OUTSIDE AIR DAMPER INTERLOCKED TO UNIT OPERATION.
6. ALL UNITS SHALL BE FURNISHED WITH LOW AMBIENT CONTROL.
7. PROVIDE WITH FACTORY MOUNTED THROUGH THE CURB UTILITIES.
8. PROVIDE WITH FACTORY FUSED DISCONNECT.
9. PROVIDE STAINLESS STEEL HEAT EXCHANGER FOR ALL GAS FIRED HEAT.
10. ALL PACKAGED EQUIPMENT TO BE FURNISHED WITH HOT GAS REHEAT DEHUMIDIFICATION OPTION.
11. PROVIDE ALL EQUIPMENT WITH LOUVERED HAIL GUARDS.
12. CURB INSTALLATION/ASSEMBLY SHALL MEET THE PROJECT WIND LOAD REQUIREMENTS PER IBC AS FURNISHED BY THE ARCHITECT/STRUCTURAL ENGINEER.

GRILLE/LOUVER SCHEDULE

SYMBOL	SIZE	SERVICE	LOCATION	CONSTRUCTION MATERIAL	FINISH	REMARKS
D-1	24"X24"	RETURN/ TRANSFER	CEILING	ALUMINUM	WHITE	NAILOR 51EC-0, PRICE OR TITUS.

NOTES:
1. ALL GRILLES SHALL BE FURNISHED WITH OPPOSED BLADE DAMPERS.
2. TRANSITION DUCTWORK TO FULL FACE OF GRILLE.
3. FRAME STYLE SHALL MATCH ADJACENT CONSTRUCTION.

FAN SCHEDULE

MARK	SERVICE	MIN. CFM	EXT. S.P.	MAX RPM	MAX FAN HP	TYPE	DRIVE	ELECTRICAL SERVICE	APPROVED MANUFACTURERS
EF-1	HOOD EXHAUST 12FT HOOD	3000	1.1	1340	1.5	CENT	BELT	208-3-60	ACCUREX OR APPROVED EQUAL.
EF-2	HOOD EXHAUST 5FT HOOD	1250	1.1	1340	0.75	CENT	BELT	208-3-60	ACCUREX OR APPROVED EQUAL.
SF-1	HOOD SUPPLY	3400	0.550	828	1.5	CENT	BELT	208-3-60	ACCUREX OR APPROVED EQUAL.

NOTES:
1. EXISTING 12FT AND 5FT LONG KITCHEN HOODS FURNISHED BY OWNER, INSTALLED BY CONTRACTOR. PROVIDE NEW DUCTWORK, SUPPLY PLENUM AND EXHAUST/MAKEUP AIR FANS.
2. ALL ROOF MOUNTED FANS SHALL BE FURNISHED WITH ROOF CURB. ALL FANS AND CURBS SHALL BE WIND RATED.
3. KITCHEN HOOD FAN SWITCH MOUNTED TO FACE OF HOOD. EXHAUST AND SUPPLY FANS SHALL OPERATE SIMULTANEOUSLY.

AIR CURTAIN SCHEDULE

MARK	LOCATION	CFM OUTPUT	MOTOR HP	ELECTRICAL SERVICE	REMARKS
AC-1	COUNTER	2072	1/5	208-1-60	BERNER SERIES ALC08-1072A OR APPROVED EQUAL.
AC-2	COUNTER	2072	1/5	208-1-60	BERNER SERIES ALC08-1072A OR APPROVED EQUAL.
AC-3	COUNTER	2072	1/5	208-1-60	BERNER SERIES ALC08-1072A OR APPROVED EQUAL.
AC-4	COUNTER	2072	1/5	208-1-60	BERNER SERIES ALC08-1072A OR APPROVED EQUAL.
AC-5	COUNTER	2072	1/5	208-1-60	BERNER SERIES ALC08-1072A OR APPROVED EQUAL.
AC-6	COUNTER	2072	1/5	208-1-60	BERNER SERIES ALC05-1072A OR APPROVED EQUAL.
AC-7	DOOR	1020	1/5	208-1-60	BERNER SERIES SLC07-1036A OR APPROVED EQUAL.
AC-8	DOOR	2031	1/5	208-1-60	BERNER SERIES SLC07-1072A OR APPROVED EQUAL.

NOTES:
1. COORDINATE MOUNTING OF AIR CURTAINS AC-1 THROUGH AC-6 WITH CONCESSION WINDOW CEILING MECHANISM.
2. ALL AIR CURTAINS SHALL BE HUNG PER MANUFACTURER. FURNISH ALL HANGERS, BRACKETS, ETC FOR A COMPLETE INSTALLATION.
3. AIR CURTAIN AC-1 THROUGH AC-6 SHALL BE FURNISHED WITH CONTROL PACKAGE TO INCLUDE TIME DELAY SHUTDOWN. UNIT SHALL HAVE 10 FAN SPEED ADJUSTMENTS. ALL LOW VOLTAGE CONTROL WIRING SHALL BE THE RESPONSIBILITY OF THE MECHANICAL CONTROLS CONTRACTOR. REFER TO ELECTRICAL PLANS FOR WALL SWITCHING REQUIREMENTS DOOR SWITCH TO BE FURNISHED WITH AIR CURTAIN FOR FUTURE, NOT INSTALLED AT THIS TIME.
4. AIR CURTAIN AC-7 AND AC-8 SHALL BE FURNISHED WITH CONTROL PACKAGE TO INCLUDE DOOR SWITCH AND TIME DELAY SHUTDOWN. UNIT SHALL HAVE SINGLE SPEED FAN ADJUSTMENT. ALL LOW VOLTAGE CONTROL WIRING SHALL BE THE RESPONSIBILITY OF THE MECHANICAL CONTROLS CONTRACTOR.

CEILING DIFFUSER SCHEDULE

MARK	DIFFUSER SIZE	CFM RANGE	CONSTRUCTION MATERIAL	FINISH	REMARKS
D-1	6"Ø	0-95	ALUMINUM	WHITE	NAILOR 6200-0, PRICE OR TITUS.
D-2	8"Ø	100-190	ALUMINUM	WHITE	NAILOR 6200-0, PRICE OR TITUS.
D-3	10"Ø	195-300	ALUMINUM	WHITE	NAILOR 6200-0, PRICE OR TITUS.
D-4	12"Ø	305-420	ALUMINUM	WHITE	NAILOR 6200-0, PRICE OR TITUS.
D-5	14"Ø	425-540	ALUMINUM	WHITE	NAILOR 6200-0, PRICE OR TITUS.
D-6	16"Ø	545-660	ALUMINUM	WHITE	NAILOR 6200-0, PRICE OR TITUS.

NOTES:
1. FURNISH AND INSTALL ALL DIFFUSERS WITH OPPOSED BLADE DAMPERS.
2. FRAME STYLE SHALL BE AS REQUIRED FOR CEILING TYPE; LAY-IN FOR LAY-IN CEILINGS, BEVELED FRAME FOR HARD CEILINGS.
3. BACK SIDE OF DIFFUSER SHALL BE INSULATED SAME AS DUCTWORK.
4. ALL DIFFUSERS ON PLANS SHALL BE FOUR WAY DIFFUSERS UNLESS OTHERWISE NOTED.

1 MECHANICAL SCHEDULES
M-3.2 NO SCALE

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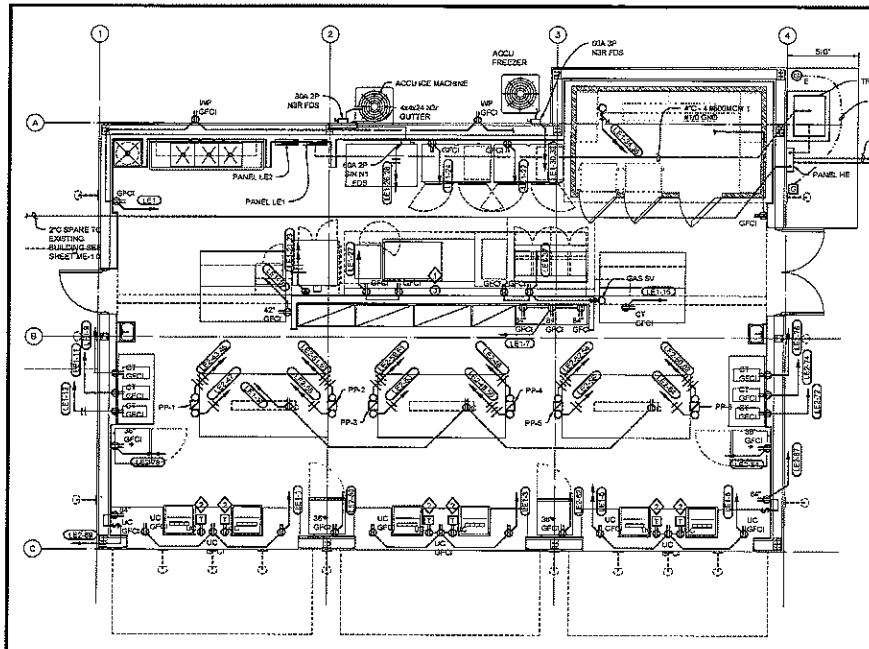
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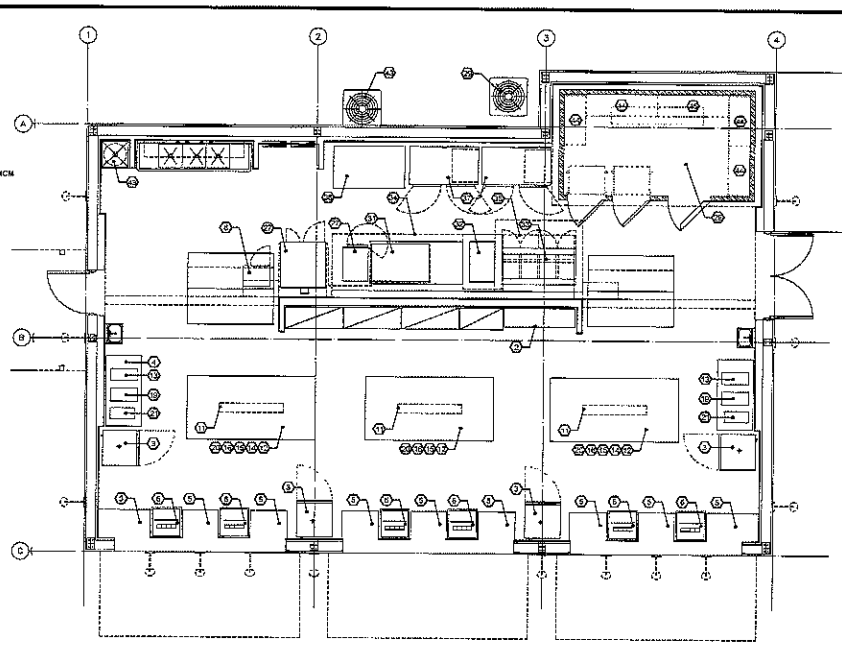
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1 POWER PLAN
SCALE: 1/4" = 1'-0"



3 EQUIPMENT PLAN
SCALE: 1/4" = 1'-0"

FIXTURE AND EQUIPMENT SCHEDULE

MARK	QUANTITY	ITEM	MANUFACTURER	MODEL NUMBER	GAS BTUS	GAS HOSE CONNECTION	UTILITIES PLUMBING WC	CW 1/2"	HW 1/2"	W 1/2"	VT	BAS	ELECTRICAL VOLTAGE/ PHASE	AMPS	CONNECTION	NOTES
1	2	HANDSINK	ADVANCE TABCO	7-PS-21												SUPPLIED BY OWNER, INSTALLED BY CONTRACTOR
2	1	BAG-IN-BOX	-	-								•	-	-	-	SUPPLIED BY OWNER, INSTALLED BY VENDOR
3	4	VENDOR DISPLAY REFRIDGERATOR	(EXISTING)	-									-	-	-	SUPPLIED BY OWNER, INSTALLED BY OWNER
4	2	S/S TABLE 30"X60"	METRO SHELVING	WT306US									-	-	-	SUPPLIED BY OWNER, INSTALLED BY OWNER
5	9	POINT OF SALE	-	-									-	-	-	SUPPLIED BY OWNER, INSTALLED BY VENDOR
6	4	SODA DISPENSER	LANCER	2306			-	-	-			•	24V/1P	6A	-	SUPPLIED BY OWNER, INSTALLED BY VENDOR
7	-	-	-	-									-	-	-	-
8	1	MICROWAVE	SOLWAVE (EXISTING)	1800MW12007									120V	10A	NEMA 5-20P	SUPPLIED BY OWNER, INSTALLED BY OWNER
9	-	-	-	-									-	-	-	-
10	5	S/S WIRE SHELF	METRO SHELVING	1848NS									-	-	-	SUPPLIED BY OWNER, INSTALLED BY OWNER
11	3	TV	VIZIO	50"									-	-	-	SUPPLIED BY OWNER, INSTALLED BY CONTRACTOR
12	3	NACHO CHEESE DISPENSER	GEHLIS (EXISTING)	HT3-24									120V	1.2A	-	SUPPLIED BY OWNER, INSTALLED BY OWNER
13	2	TEA BREWER	BUNN	ITB-DBC			-	-	-				120V/1P	14A	NEMA 5-15P	SUPPLIED BY OWNER, INSTALLED BY VENDOR
14	2	SUPER PRETZEL DISPLAY	WSCO INDUSTRIES	JJ865-S									120V	12A	-	SUPPLIED BY OWNER, INSTALLED BY OWNER
15	3	DISPLAY WARMER	HATCO (EXISTING)	GRSDS-48D									120/208V	10.2A	NEMA L14-20P	SUPPLIED BY OWNER, INSTALLED BY OWNER
16	3	GRAVY WARMER	AMATCO	17TWD2SS									110V	2.7A	NEMA 5-15P	SUPPLIED BY OWNER, INSTALLED BY OWNER
17	-	-	-	-									-	-	-	-
18	-	-	-	-									-	-	-	-
19	2	WARM BEVERAGE	BUNN	PMD-3 BLACK									120V/1P	15A	-	SUPPLIED BY OWNER, INSTALLED BY VENDOR
20	6	UNDER COUNTER DRAWER WARMER	WITTCO	200-3-SL									120V	20A	NEMA 5-15P	SUPPLIED BY OWNER, INSTALLED BY OWNER
21	2	COFFEE BREWER	CURTIS	GEM TS			-	-	-	-	-		-	-	-	SUPPLIED BY OWNER, INSTALLED BY VENDOR
22	-	-	-	-									-	-	-	SUPPLIED BY OWNER, INSTALLED BY OWNER
23	3	54"X108" S/S TABLE	-	-												SUPPLIED BY OWNER, INSTALLED BY OWNER
24	2	S/S SHELF	ADVANCE TABCO	CLA-18-72-2												SUPPLIED BY OWNER, INSTALLED BY OWNER
25	4	S/S TABLE 30"X72"	METRO SHELVING	WT307US												SUPPLIED BY OWNER, INSTALLED BY OWNER
26	-	-	-	-												
27	1	CONVECTION OVEN	GARLAND	SCO-E8-20S									208V/1P	5A	-	SUPPLIED BY OWNER, INSTALLED BY CONTRACTOR
28	1	STEAMER	VULCAN (EXISTING)		•	80,000	-	3.5"					120V/1P	1.5A	-	SUPPLIED BY OWNER, INSTALLED BY CONTRACTOR
29	-	-	-	-									-	-	-	-
30	1	S/S EQUIPMENT TABLE	METRO SHELVING	36X78												
31	1	48" GRIDDLE	VULCAN (EXISTING)		•	108,000							-	-	-	SUPPLIED BY OWNER, INSTALLED BY CONTRACTOR
32	1	FLOOR FRYER	ADVANCO	FR516	•	150,000	3/4"						-	-	-	SUPPLIED BY OWNER, INSTALLED BY CONTRACTOR
33	1	4 COMP FRYER	VULCAN	4GR45MF	•	480,000	-						120V/60HZ	6.0A	NEMA 5-15P	SUPPLIED BY OWNER, INSTALLED BY CONTRACTOR
34	1	12' HOOD W/ ANSUL	GREENHECK (EXISTING)	GHEW-12 00-S									-	-	-	SUPPLIED BY OWNER, INSTALLED BY VENDOR
35	1	8' HOOD W/ ANSUL	GREENHECK (EXISTING)	GHEW-8 00-S									-	-	-	SUPPLIED BY OWNER, INSTALLED BY VENDOR
36	1	WALK-IN FREEZER	AMERIKOOLER	8X14 FREEZER			-	-	-				-	-	-	SUPPLIED BY OWNER, INSTALLED BY VENDOR
37	2	REACH-IN COOLERS	TRAULSEN (EXISTING)										-	-	NEMA 5-15P	SUPPLIED BY OWNER, INSTALLED BY CONTRACTOR
38	1	ICE MACHINE	HOSHIZAKI	KM-2600SRJ3									115V/1	-	-	SUPPLIED BY OWNER, INSTALLED BY CONTRACTOR
39	-	-	-	-									208/230V	20.6A	-	SUPPLIED BY OWNER, INSTALLED BY CONTRACTOR
40	1	3 COMP SINK	DUKE (EXISTING)	2058-218									-	-	-	-
41	1	POT RACK	(EXISTING)				-									SUPPLIED BY OWNER, INSTALLED BY CONTRACTOR
42	1	MOP SINK	(EXISTING)													SUPPLIED BY OWNER, INSTALLED BY CONTRACTOR
43	1	HOT WATER HEATER	PALOMA (EXISTING)	PH-24M-DN	•	-	-	-	-	-	-					SUPPLIED BY OWNER, INSTALLED BY CONTRACTOR
44	3	S/S SHELF	NORLAKE SHELVING	18X42												SUPPLIED BY OWNER, INSTALLED BY VENDOR
45	2	S/S SHELF	NORLAKE SHELVING	18X60												SUPPLIED BY OWNER, INSTALLED BY VENDOR

1 PROVIDE 4-11/16" SQUARE x 3-1/8" DEEP JUNCTION BOX WITH 2 EACH 1"C RUN TO PANEL LD3-2 FOR FUTURE
2 PROVIDE RECEPTACLE FOR DRINK DISPENSER PLUG IN TRANSFORMER

2 KEY NOTES
SCALE: NONE

4 FIXTURE AND EQUIPMENT SCHEDULE
SCALE: NONE

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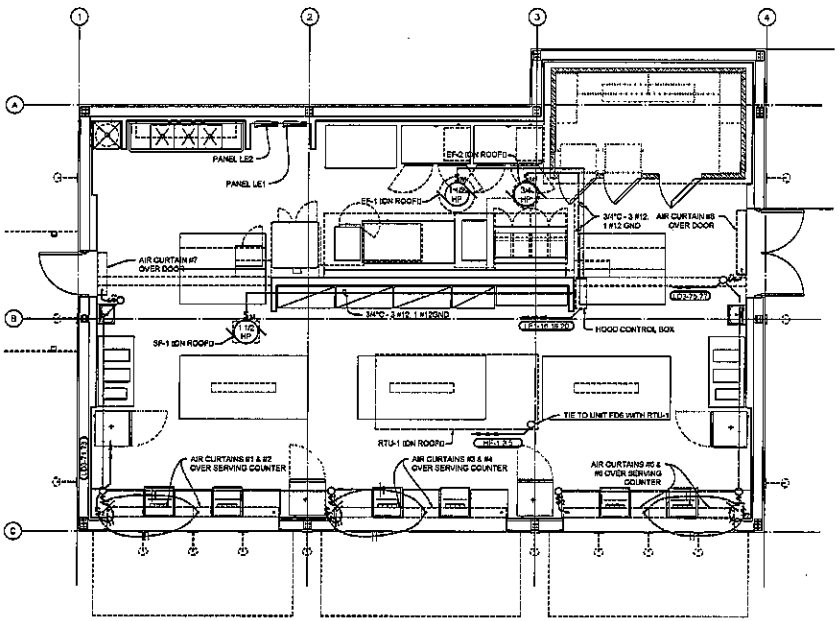
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NEW CONSTRUCTION
FORD FIELDS CONCESSION STAND
3435 34TH SOUTH
BEAUMONT, TEXAS 77705
FORD PARK

SHEET NO.
ME-4.0

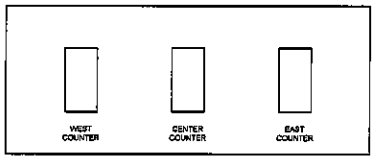
DRAWN BY: MJG/CDM
PROJECT NUMBER: 18-013
DOCUMENT RELEASE DATES:
BID/PERMIT: 4 OCT 2019

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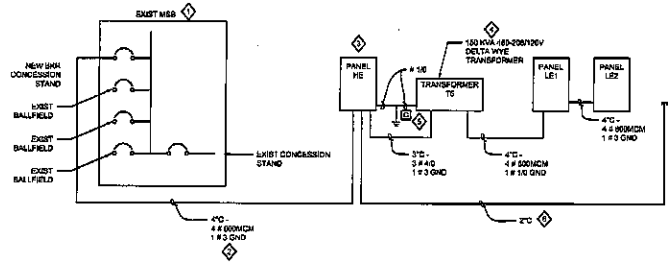


1 HVAC POWER PLAN
SCALE: 1/4" = 1'-0"

SERVING COUNTER AIR CURTAINS



2 SERVING COUNTER AIR CURTAIN SWITCHES
SCALE: 3/4" = 1'-0"



3 RISER DIAGRAM
SCALE: NONE

1. EXISTING PANEL MSB ADJACENT UTILITY TRANSFORMER BETWEEN BALLFIELD COMPLEXES A AND B. SEE SITE PLAN ON SHEET ME-1.0.
2. INSTALL NEW 400 AMP 3P SQUARE D LOS400 BREAKER IN EXISTING SQUARE D I-LINE PANELBOARD. COORDINATE ANY SERVICE OUTAGE REQUIRED WITH OWNER AND ARCHITECT.
3. RUN NEW #2 – 4 #500 MCM, 1 #3 GROUND FROM NEW BREAKER TO NEW PANEL HE AT NEW CONCESSION BUILDING. BURY RACEWAY 48" BELOW GRADE AND REPAIR TRENCH AS PER DIRTWORK SPECIFICATIONS. INSTALL YELLOW MARKING TAPE OVER DUCT AND 12" BELOW GRADE.
4. FURNISH AND INSTALL NEW PANEL HE. PROVIDE STRUCTURE AS REQUIRED MOUNT ON OUTSIDE OF NEW CONCESSION BUILDING. POUR CONCRETE SLAB AT PANEL AND TRANSFORMER AS INDICATED ON THE DRAWINGS. SLAB SHALL BE IN ACCORDANCE WITH CONCRETE WALK SPECIFICATIONS.
5. FURNISH AND INSTALL NEW TRANSFORMER T-5. TRANSFORMER TO BE COPPER WOUND WITH 220 DEGREE C INSULATION AND A 115 DEGREE C RISE. TRANSFORMER SHALL BE RATED NEMA 3R WITH A RODENT BARRIER ON THE BOTTOM OF THE TRANSFORMER. INSTALL A 6" HIGH CONCRETE HOUSEKEEPING PAD BELOW THE TRANSFORMER. SIZE SHALL BE 3" IN ALL DIRECTIONS LARGER THAN TRANSFORMER.
6. FURNISH AND INSTALL GROUND TRIAD AT PANEL HE AND T-5 AREA. BOND TO PANEL HE AND TRANSFORMER NEUTRAL. BOND TO BUILDING STEEL AND GAS LINE AS REQUIRED BY NEC.
7. RUN 2" SPARE CONDUIT FROM PANEL HE TO EXISTING CONCESSION BUILDING AND STUBUP AND CAP OUTSIDE OF THE BUILDING.

4 RISER DIAGRAM KEYNOTES
SCALE: NONE

MAINS: 400 AMP, BREAKER
MOUNTING: FLUSH
NEMA RATING: 1
GROUND BUS: EQUIP
NEUTRAL BUS: 100%
IER: 10,000

PANELBOARD SCHEDULE
PANEL: LE1 TYPE: PANELBOARD
MFGR: Sq D TYPE: NQ
208Y/120 V 3 PH 4 W
BRANCH BREAKERS: BOLTON
MODIFICATIONS: FEED THRU LUGS

ITEM	WIRE	AMPS	CKT	CIR	AMPS	WIRE	ITEM
EXISTING - TO MDP-3 (SEE NOTE 1)	#1/0	200	1	2	200	#1/0	EXISTING - TO MDP-3 (SEE NOTE 1)
SPACE			3	4			SPACE
SPACE			5	6			SPACE
SPACE			7	8			SPACE
SPACE			9	10			SPACE
SPACE			11	12			SPACE
SPACE			13	14			SPACE
SPACE			15	16			SPACE
SPACE			17	18			SPACE
SPACE			19	20			SPACE
SPACE			21	22			SPACE
SPACE			23	24			SPACE
SPACE			25	26			SPACE
SPACE			27	28			SPACE
SPACE			29	30			SPACE
SPACE			31	32			SPACE
SPACE			33	34			SPACE
SPACE			35	36			SPACE
SPACE			37	38			SPACE
SPACE			39	40			SPACE
SPACE			41	42			SPACE

NOTES TO PANEL LE1
1. PANEL TO HAVE BOTTOM FEED MAIN.
2. STUB 3 EACH SPARE 1" CONDUITS INTO ACCESSABLE CEILING SPACE FOR FUTURE.
3. INTERLOCK SHUNT TRIP BREAKERS WITH HOOD EXTINGUISHING SYSTEM FIRE ALARM INTERFACE.

5 PANEL LE1
SCALE: NONE

MAINS: 400 AMP, LUGS
MOUNTING: FLUSH
NEMA RATING: 1
GROUND BUS: EQUIP
NEUTRAL BUS: 100%
IER: 10,000

PANELBOARD SCHEDULE
PANEL: LE2 TYPE: PANELBOARD
MFGR: Sq D TYPE: NQ
208Y/120 V 3 PH 4 W
BRANCH BREAKERS: BOLTON
MODIFICATIONS:

ITEM	WIRE	AMPS	CKT	CIR	AMPS	WIRE	ITEM
SPACE			1	2			SPACE
SPACE			3	4			SPACE
SPACE			5	6			SPACE
SPACE			7	8			SPACE
SPACE			9	10			SPACE
SPACE			11	12			SPACE
SPACE			13	14			SPACE
SPACE			15	16			SPACE
SPACE			17	18			SPACE
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SPACE			27	28			SPACE
SPACE			29	30			SPACE
SPACE			31	32			SPACE
SPACE			33	34			SPACE
SPACE			35	36			SPACE
SPACE			37	38			SPACE
SPACE			39	40			SPACE
SPACE			41	42			SPACE

NOTES TO PANEL LE2
1. PANEL TO HAVE TOP FEED LUGS.
2. STUB 3 EACH SPARE 1" CONDUITS INTO ACCESSABLE CEILING SPACE FOR FUTURE.
3. INTERLOCK SHUNT TRIP BREAKERS WITH HOOD EXTINGUISHING SYSTEM FIRE ALARM INTERFACE.

6 PANEL LE2
SCALE: NONE

MAINS: 400 AMP, (SEE NOTE 1)
MOUNTING: SURFACE
NEMA RATING: 3R
GROUND BUS: EQUIP
NEUTRAL BUS: 100%
IER: 25,000

PANELBOARD SCHEDULE
PANEL: HE TYPE: DISTRIBUTION
MFGR: Sq D TYPE: NQOD
480/277 V 3 PH 4 W
BRANCH BREAKERS: BOLTON
MODIFICATIONS:

ITEM	WIRE	AMPS	CKT	CIR	AMPS	WIRE	ITEM
SPARE			1	2			SPARE
SPACE			3	4			SPACE
SPACE			5	6			SPACE
SPACE			7	8			SPACE
SPACE			9	10			SPACE
SPACE			11	12			SPACE
SPACE			13	14			SPACE
SPACE			15	16			SPACE
SPACE			17	18			SPACE
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SPACE			29	30			SPACE
SPACE			31	32			SPACE
SPACE			33	34			SPACE
SPACE			35	36			SPACE
SPACE			37	38			SPACE
SPACE			39	40			SPACE
SPACE			41	42			SPACE

NOTES TO PANEL HE
1. PROVIDE BRANCH MOUNTED MAIN BREAKER.
2. PROVIDE PADLOCK PROVISION ON THE HANDLE OF THIS BREAKER.
3. STUB SPARE 2" CONDUITS AS INDICATED ON THE DRAWINGS FOR FUTURE.

7 PANEL HE
SCALE: NONE

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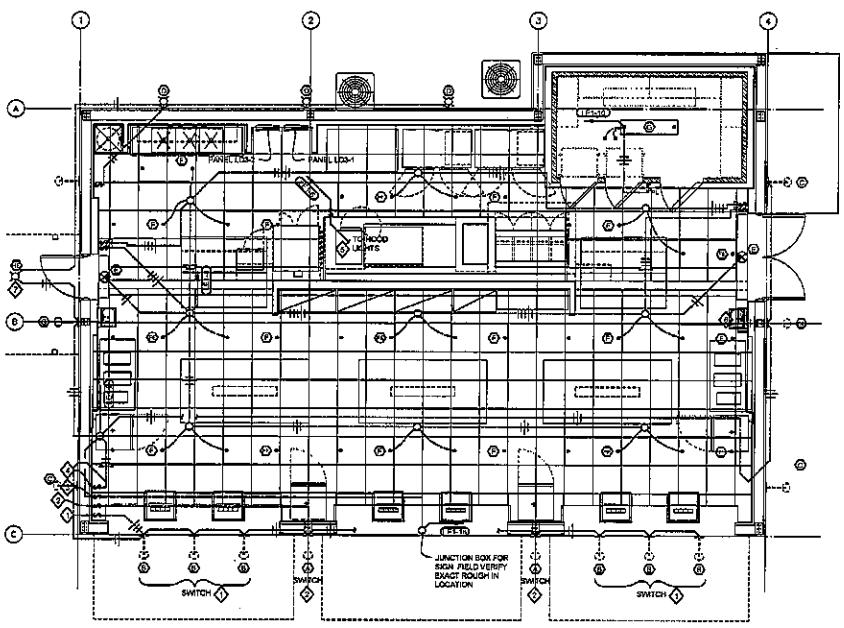
FORD FIELDS CONCESSION STAND
NEW CONSTRUCTION
5th St at 90th
BEAUMONT, TEXAS
FORD PARK

SET NO.

SHEET NUMBER
ME-4.1
FILENAME

PROJECT NUMBER
18-015

DRAWN BY: MSC/DJ/DM



1 LIGHTING PLAN
SCALE: 1/4" = 1'-0"

1. SWITCH FOR OUTDOOR MENU BOARD LIGHTS
2. SWITCH FOR OUTDOOR BUILDING LIGHTS
3. SWITCH FOR BUILDING WALL SIGN "SLUSSERS"
4. SWITCH FOR BUILDING WALL PACKS
5. INTERLOCK SHUNT TRIP BREAKER WITH HOOD EXTINGUISHING INTERLOCK
6. INSTALL GRID MOUNTED UPS IN CEILING TO SERVE FIXTURE CE
7. MOUNT FIXTURE IN CENTER OF CONNECTING CANOPY BETWEEN BUILDINGS

2 LIGHTING PLAN KEY NOTES
SCALE: NONE

1. SEE SHEET ME-1.0 FOR LEGEND.
2. WIRE COUNTS ARE INDICATED TO PROVIDE THE CONTRACTOR AN IDEA OF THE INTENDED SWITCHING OF CIRCUIT. THEY DO NOT INCLUDE THE EQUIPMENT GROUNDING CONDUCTOR. CONTRACTOR HOWEVER IS RESPONSIBLE FOR PROVIDING THE WIRING REQUIRED TO CONTROL THE CIRCUITS. CONTACT THE ENGINEER WITH ANY QUESTIONS.

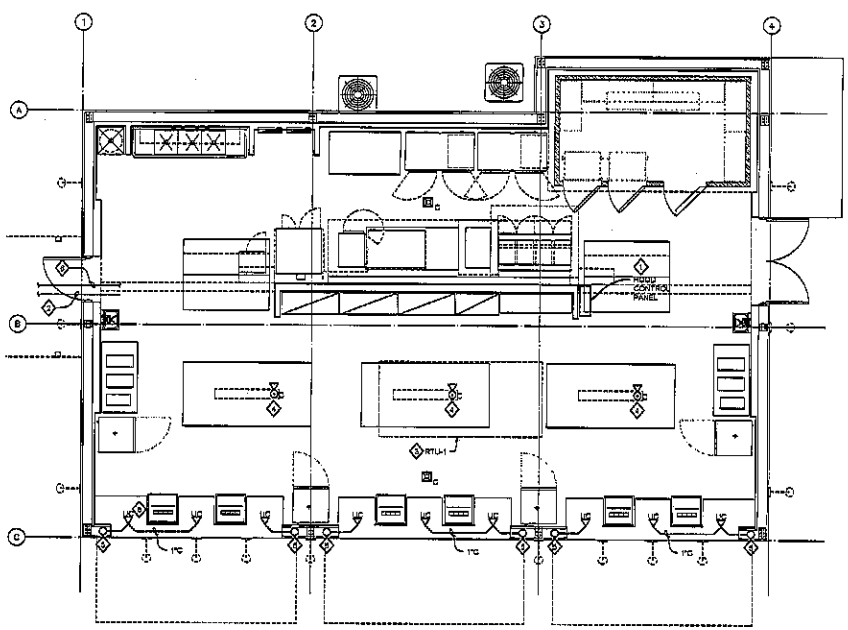
3 LIGHTING NOTES
SCALE: NONE

LIGHT FIXTURE SCHEDULE

MARK	DESCRIPTION	LAMPS	NOTES
A	TROY RLM #3RA12LED18-GA + 3 SLD3 GA	LED	1
B	TROY RLM #3RH18-LED18-GA RGWC / 3 SLD3 GA	LED	1
C	TROY RLM #3WY12LED18-GA RGWC / 3 SLD3 GA	LED	1
D	LUMARK #XTOR3ARLN-PCT-	LED	5
E	SURE-LITES #TPX75-R	LED	3
F	METALUX #2WGR-FA-LD-4-36-A-18P150-UNV-L835-SD1-G1	LED	2
G	VAPOR PROOF FIXTURE PROVIDED WITH FREEZER		6
H	FAIL-SAFE #TRD15 LDM-35W-40-UNV-DD-01-ELT3WNDTS	LED	7

NOTES:
1. SEE ARCHITECTURAL DETAILS FOR MOUNTING HEIGHT AND LOCATION.
2. PROVIDE EMERGENCY BATTERY PACK AND CONNECT TO UNSWITCHED CONDUCTOR FROM BRANCH BREAKER ON LINES NOTED WITH AN "E".
3. FACES CHEVRON DIRECTIONAL ARROWS, AND MOUNTING AS REQUIRED BY PLAN AND FIELD CONDITIONS.
4. MOUNT AT 10' AFF +/- ON SIDE OF BUILDING. FIELD VERIFY EXACT LOCATION IN FIELD WITH ARCHITECT
5. MOUNT AT 9' +/- ON BACK WALL.
6. CONNECT TO CIRCUIT AS INDICATED ON DRAWINGS.
7. PROVIDE STANDARD HARDWARE ON THIS FIXTURE.

4 LIGHT FIXTURE SCHEDULE
SCALE: NONE



5 SPECIAL SYSTEMS PLAN
SCALE: 1/4" = 1'-0"

1. PROVIDE FA SYSTEM INTERFACE FOR MONITORING HOOD EXTINGUISHING SYSTEM AND CONTROL OF HOOD SUPPLY FAN AND LIGHTS.
2. RUN A 2"C WITH PULLWIRE FROM CEILING SPACE OF NEW CONCESSION STAND TO BACKBOARD SHOWN ON SHEET ME-1.0. CONDUIT TO BE ROUTED ON THE TOP OF THE CONNECTING CANOPY. SEAL BOTH WALLS AT ENTRY POINTS.
3. PROVIDE FA SYSTEM INTERFACE FOR MONITORING THE DUCT DETECTORS IN SUPPLY AND RETURN AIR DUCTS OF RTU-1.
4. PROVIDE 2 GANG STAINLESS STEEL PLATE IN CEILING FOR MONITOR DATA / COM WIRING. COORDINATE EXACT DEVICE CONNECTOR TYPES AND LOCATIONS IN PLATES WITH OWNER IN FIELD.
5. RUN 1"C TO WALL AND UP TO ACCESSIBLE CEILING SPACE FOR DATA/COM WIRING. EXTEND RACEWAY BEYOND AIR CURTAINS IN CEILING SPACE.
6. RUN 1"C FOR FIRE ALARM SYSTEM WIRING FROM NEW BUILDING TO EXISTING FA PANEL FOR NEW NOTIFICATION AND ALARM DEVICES.

6 SPECIAL SYSTEM KEY NOTES
SCALE: NONE

1. ALL DATA, COMMUNICATION, AND CATV WIRING WORK SHALL BE DONE BY THE OWNER UNDER SEPARATE CONTRACT. CONTRACTOR SHALL PROVIDE RACEWAYS WITH PULLWIRES, JUNCTION BOXES, ETC. CONTRACTOR SHALL COORDINATE THE FINAL LOCATION OF JUNCTION BOXES WITH EQUIPMENT AND BUILT-IN SHOP DRAWINGS AND ARCHITECT IN FIELD.
2. THE BUILDING IS TO BE PROTECTED BY AN AUTOMATIC FIRE ALARM SYSTEM EXTENDED FROM THE EXISTING FIRE ALARM PANEL (SCHINDLER) SHEET ME-1.0 FOR LOCATION.
3. THE EXTENSION OF THE EXISTING FIRE ALARM SYSTEM SHALL BE DESIGNED AND INSTALLED BY A LICENSED FIRE ALARM CONTRACTOR IN THE JURISDICTION OF THE PROJECT. THE FIRE ALARM SYSTEM DESIGN SHALL BE APPROVED BY THE AHJ, ARCHITECT, AND ENGINEER PRIOR TO ANY WORK BEING DONE. CONTRACTOR SHALL PAY ALL AHJ REVIEW FEES FOR SUBMITTAL AND ANY RESUBMITTALS.
4. ALL EXPOSED CABLE IN CEILING SPACE SHALL BE PROPERLY SUPPORTED FROM STRUCTURE WITH SUPPORTS DESIGNED FOR THIS PURPOSE. DO NOT LAY CABLE ACROSS CEILING GRIDS.
5. PROVIDE BLANK COVERS TO MATCH WIRING DEVICES ON ALL UNUSED BOXES.
6. SEE SHEET ME-1.0 FOR LEGEND.

7 SPECIAL SYSTEMS NOTES
SCALE: NONE

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Graphic Scale
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NEW CONSTRUCTION
FORD FIELDS CONCESSION STAND
BEAUFORT, TEXAS 77915
FORD PARK

SHEET NUMBER ME-42
SET NO.

DRAWN BY: TH/CB/JC/DH
PROJECT NUMBER: 18-215
DOCUMENT REL DATE/ DATE:
ENTER # COUNTY, St. Hwy
DEPARTMENT OF THE LaBICHE ARCHITECTURAL GROUP, INC.

The LaBiche
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Dohn H. LaBiche, FAIA - Principal
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April 18, 2019

ADDENDUM NO. 2

#15036 – FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

The following changes, corrections and additions or deletions to the Drawings and Specifications are hereby made part of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the Bid Form

SPECIFICATIONS

GENERAL

1. Clarification – Owner provided signage shall not be illuminated.

SECTION 133419 – METAL BUILDING SYSTEMS

1. Metal Building Manufacturer may provide design and details for the Covered Canopy.
2. Structural Steel members exposed to the elements shall be galvanized, all other Steel shall be red oxide.

SECTION 323113 – CHAIN LINK FENCES AND GATES

1. Delete all references to Motor Operated Gates.
2. New fence height shall match existing height and profile.

SECTION 099123 – INTERIOR PAINTING

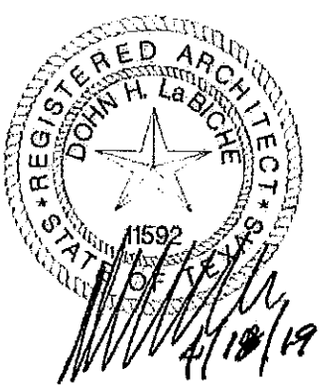
1. Clarification – Flooring in the Concession Stand. Please see Section 099123-Interior Painting Part 2 Section 2.8 Floor Coatings.

DIVISIONS 22 & 23

1. Delete all sections in Division 22 & 23 and replace with the attached new sections:

DIVISION 22 – PLUMBING

220500	GENERAL PROVISIONS FOR PLUMBING
220503	BASIC MATERIALS AND METHODS FOR PLUMBING
220700	PLUMBING INSULATION
221000	PLUMBING
221100	WATER SUPPLY
221300	WASTE WATER DISPOSAL
221600	NATURAL GAS PIPING/DISTRIBUTION



Addendum No.2
FORD FIELDS CONCESSION STAND

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

230500	GENERAL PROVISIONS FOR HVAC
230503	BASIC MATERIALS AND METHODS FOR HVAC
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC
230700	MECHANICAL INSULATION
230900	TEMPERATURE CONTROLS FOR HVAC
232813	COMMERCIAL KITCHEN HOODS
233000	AIR DISTRIBUTION FOR HVAC
237000	AIR CONDITIONING FOR HVAC

SECTION 232813 - COMMERCIAL KITCHEN HOODS

1. PART 2, 2.2 KITCHEN HOOD FAN PACKAGE, ITEM A: Add the following approved manufacturers: Captive-Aire and Loren Cook.
2. PART 2, 2.3 KITCHEN HOOD FAN PACKAGE , ITEM B. shall be disregarded. Back supply plenums are existing to be relocated by Contractor, not new.

SECTION 23 30 00 - AIR DISTRIBUTION

1. PART 2, 2.6 REGISTERS, GRILLES AND DIFFUSERS, ITEMS A & B: Add the following approved manufacturer: Metalaire.

DRAWINGS

Sheet A2.1

1. 3/A2.1 Delete Keyed Note 23 in its entirety. 18 Ga. Type 304L Stainless Steel wall panel shall cover all wall surfaces adjacent to cooking appliances on elevation. See SK-1attached.

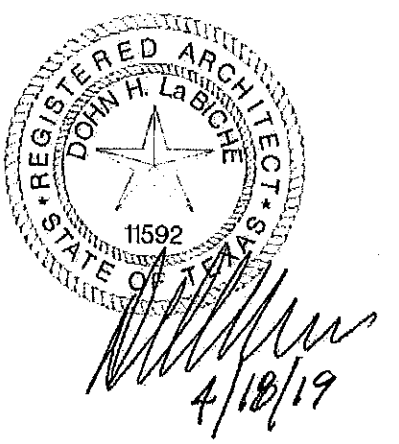
Sheet A7.0

1. 2/A7.0 Delete Note 2 in its entirety, "EXPOSED FASTNER R PANELS SHALL BE USED FOR THIS PROJECT". See metal roof panels as specified in'133419 – Metal Building Systems.

SHEET M3-3.0

1. Existing kitchen exhaust hoods, kitchen hood back supply plenums and ANSUL system to be relocated by the contractor from a location as directed by the owner, verify exact location with owner. The contractor shall be responsible for disconnection of the existing equipment, relocation and re-installation including disconnection and capping of any existing services to facilitate move. Existing equipment shall be re-installed in location per plans. Contractor shall furnish and install all new exhaust/makeup air ductwork and exhaust/makeup air fans per Sheet ME-3.0 and shall make connection to existing equipment including interlock of fan controls. Existing ANSUL system shall be reworked to accommodate new equipment layout under hood, revise piping, replace nozzles and rework panel as required for new installation.

End of Addendum No. 2



FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 083313 - OVERHEAD COILING COUNTER DOORS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Overhead Coiling Counter Doors, manually operated.

1.2 RELATED SECTIONS

A. Section 08710 - Door Hardware: Product Requirements for cylinder core and keys.

1.3 REFERENCES

A. ASTM A 653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

B. ASTM A 666 - Standard Specification for Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.

C. ASTM A 924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.

D. ASTM B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

E. ASTM B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric).

1.4 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Details of construction and fabrication.
   4. Details of weather stripping at jambs and sill.
   5. Installation methods.

C. Shop Drawings: Include detailed plans, elevations, details of framing members, required clearances, anchors, and accessories. Include relationship with adjacent construction.

D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

E. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) long, representing actual product, color, and patterns.

F. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in performing Work of this section with a minimum of five years experience in the fabrication and installation of security closures.

B. Installer Qualifications: Company specializing in performing Work of this section with minimum three years and approved by manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Protect materials from exposure to moisture. Do not deliver until after wet work is complete and dry.

C. Store materials in a dry, warm, ventilated weathertight location.

1.7 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.8 COORDINATION

A. Coordinate Work with other operations and installation of adjacent finish materials to avoid damage to installed materials.

1.9 WARRANTY

A. Manufacturer's 5-year limited warranty for PowderGuard Weathered Powder Coat Finish applied to complete door system.

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Overhead Door Corporation, 2501 S. State Hwy. 121, Suite 200, Lewisville, TX 75067. ASD. Tel. Toll Free: (800) 275-3290. Phone: (469) 549-7100. Fax: (972) 906-1499. Web Site: www.overheaddoor.com. E-mail: info@overheaddoor.com.

B. Substitutions: As approved by Architect prior to bidding.

C. Requests for substitutions will be considered in accordance with provisions of Section 016000.

2.2 OVERHEAD COILING STEEL COUNTER DOORS

A. Galvanized Steel Counter Doors: Overhead Door Corporation, 650 Series.
1. Wall Mounting Condition:
Face-of-wall mounting.
2. Curtain: Interlocking slats, Type F-158 fabricated of 22 gauge galvanized steel. Endlocks attached to alternate slats to maintain curtain alignment and prevent lateral slat movement.
3. Finish:
Slats and hood galvanized steel in accordance with ASTM A 653 with rust-inhibitive, roll coating process, including 0.2 mils thick baked-on prime paint, and 0.6 mils thick baked-on polyester (powder coated) top coat.
Polyester Top Coat.
Gray polyester.
Powder coat: PowderGuard
PowderGuard Weathered Finish: Industrial textured powder coat provides a thicker, more scratch resistant coat. Applied to entire door system including slats, guides, bottom bar and head plate.
Non-galvanized exposed ferrous surfaces for guides, bottom bar and head plates shall receive one coat of rust-inhibitive primer.
4. Weather stripping is required at all jambs and sills.
5. Bottom Bar:
Single primed steel angle bottom bar with weatherstrip.
Steel tubular locking bottom bar with weatherstrip.
6. Guides: Extruded aluminum.
Finish: PowderGuard Weathered finish with iron/black powder.
Finish: PowderGuard Zinc Finish for guides, bottom bar and head plate.
7. Brackets: Steel plate to support counterbalance, curtain and hood.
8. Counterbalance: Helical torsion spring type housed in a steel tube or pipe barrel.
9. Hood: Provided with intermediate support brackets as required and fabricated of:
Galvanized primed steel.

10. Operation:
    Manual push up.
11. Locking:
    Two point dead locks with mortise cylinder/s.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify opening sizes, tolerances and conditions are acceptable.

B. Examine conditions of substrates, supports, and other conditions under which this work is to be performed.

C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install weather stripping at jambs and sill for a water tight installation.

C. Use anchorage devices to securely fasten assembly to wall construction and building framing without distortion or stress.

D. Securely and rigidly brace components suspended from structure. Secure guides to structural members only.

E. Fit and align assembly including hardware; level and plumb, to provide smooth operation.

F. Coordinate installation of electrical service with Section 16150. Complete wiring from disconnect to unit components.

G. Coordinate installation of sealants and backing materials at frame perimeter as specified in Section 07900.

H. Install perimeter trim and closures.

3.4 ADJUSTING

A. Test for proper operation and adjust as necessary to provide proper operation without binding or distortion.

B. Adjust hardware and operating assemblies for smooth and noiseless operation.

3.5 CLEANING

A. Clean curtain and components using non-abrasive materials and methods recommended by manufacturer.

B. Remove labels and visible markings.

C. Touch-up, repair or replace damaged products before Substantial Completion.

3.6 PROTECTION

A. Protect installed products until completion of project.

END OF SECTION

250 Ridgeway Drive, Suite C-3
Lafayette, LA 70503
Phone: 337.984.8498

RITTER
CONSULTING
ENGINEERS Ltd

Fax: 337.984.8576

Ervin L. Ritter, P.E.* Andrea B. Manceaux**
Lee Ritter, C.I.E.

VIA EMAIL wjlechtenberg@lechtenbergconsulting.com

April 16, 2019

Wejee Lechtenberg
Lechtenberg Consulting P.O.
Box 6483
Lake Charles, LA 70606

RE: Ford Park
RCE Project No.: 190007

Dear Wejee:

Please include the following items in the next addendum to the project:

Item No.1: Contractor shall replace Specification Divisions 22 and 23 in their entirety with the attached.

Item No.2: Specification Section 23 28 13, PART 2, 2.3 KITCHEN HOOD, Item B. shall be disregarded. Back supply plenums are existing to be relocated by Contractor, not new.

Item No.3: Sheet ME-3.0. Existing kitchen exhaust hoods, kitchen hood back supply plenums and ANSUL system to be relocated by the contractor from a location as directed by the owner, verify exact location with owner. The contractor shall be responsible for disconnection of the existing equipment, relocation and re-installation including disconnection and capping of any existing services to facilitate move. Existing equipment shall be re-installed in location per plans. Contractor shall furnish and install all new exhaust/makeup air ductwork and exhaust/makeup air fans per Sheet ME-3.0 and shall make connection to existing equipment including interlock of fan controls. Existing ANSUL system shall be reworked to accommodate new equipment

layout under hood, revise piping, replace nozzles and rework panel as required for new installation.

*Licensed in Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Missouri, New Mexico, North Carolina, Oklahoma, South Carolina, Texas, and Virginia
**Licensed in Louisiana, Texas, Mississippi, North Carolina and Connecticut
www.ritterconsultingengineers.com

Item No.4: The following manufacturers are approved for bidding. Manufacturer's listed are approved in name only and approval does not waive any requirements of the plans and specifications. Shop drawings will be required for final review and approval of specific items under consideration.

Equipment	Manufacturer
Grilles, Diffusers, Registers	Metalaire
Hood Fans and Accessories	Captive-Aire

If you have any questions, please do not hesitate to call.

Sincerely,

Andrea B. Manceaux

ABM/abm

attachments

2019-04-16 ADD Ford Park 190007.docx

CERTIFICATION OF RESPONSIBILITY FOR

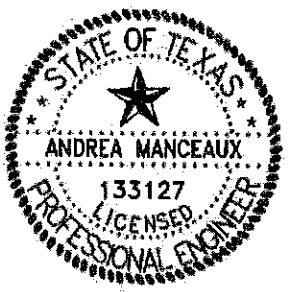
DOCUMENT PREPARATION

FORD PARK-FORD FIELDS CONCESSION STAND
RCE Project No.: 190007

MECHANICAL SPECIFICATIONS

THE FOLLOWING SPECIFICATION SECTIONS INCLUDED IN THIS PROJECT MANUAL WERE PREPARED BY OR UNDER THE RESPONSIBLE SUPERVISION OF THE COMPANY LISTED BELOW:

22 05 00	GENERAL PROVISIONS FOR PLUMBING
22 05 03	BASIC MATERIALS AND METHODS FOR PLUMBING
22 07 00	PLUMBING INSULATION
22 10 00	PLUMBING
22 11 00	WATER SUPPLY
22 13 00	WASTE WATER DISPOSAL
22 16 00	NATURAL GAS PIPING/DISTRIBUTION



3/15/19

Andrea Manceaux, P.E.
Ritter Consulting Engineers Ltd.

FORD FIELDS CONCESSION STAND BEAUMONT,
TEXAS

SECTION 22 05 00 - GENERAL PROVISIONS FOR PLUMBING

PART 1 - GENERAL

1.1 DIVISION OF SPECIFICATIONS

A. For Bidder's convenience only, this Division of the Specifications is divided into the following parts:

22 05 00 GENERAL PROVISIONS FOR PLUMBING
22 05 03 BASIC MATERIALS AND METHODS FOR PLUMBING
22 07 00 PLUMBING INSULATION
22 10 00 PLUMBING
22 11 00 WATER SUPPLY
22 13 00 WASTE WATER DISPOSAL 22
16 00 GAS DISTRIBUTION

1.2 GENERAL CONDITIONS

A. The General Conditions of the Architectural Specifications along with supplementary conditions, special conditions, information to bidders, and any other pertinent information and documents shall apply the same as if repeated herein. The contractor shall review Architectural General Conditions. Where the requirements of Architectural General Conditions and these specs conflict for the contractor, the most stringent shall be applied.

B. Plumbing subcontractor shall be the sole source responsible party to furnish and install the plumbing system. Plumbing contractor shall be properly licensed to perform this work.

C. Wherever the word contractor is mentioned in Division 22 of these specifications, it is intended to mean the Plumbing Contractor as appropriate. These are sub contractors to the General Contractor who has the contract with the owner. It is the General contractor who bears the responsibility to fulfill this part of the project (Division 22 – Plumbing) under the contract with the owner. The General Contractor shall be responsible for all costs associated with any and all bidding errors and omissions of the sub-contractor.

1.3 SCOPE OF WORK

A. Furnish labor, materials and equipment necessary to provide and install the complete plumbing portion of this contract, as called for herein and on accompanying drawings. Parts of the plumbing division may be bid separately or in combination at the contractor's option; however, it shall be the responsibility of the General Contractor to assure himself that all items covered in the Plumbing Division have been included if he chooses to accept separate bids.

B. Contractor shall refer to the Architectural, Structural, Mechanical and Electrical drawings and install all equipment, piping, etc., to meet building and space requirements. **No equipment shall be bid on or submitted for approval if it will not fit in space provided or coordinated with other trades involved on the project**.

C. It is the intention of these Specifications that all plumbing systems shall be furnished complete with all necessary valves, controls, insulation, piping, devices, equipment, etc., necessary to provide a satisfactory installation in working order and in accordance with all Federal, State, and local codes and ordinances.

D. Contractor shall visit the site and acquaint himself thoroughly with all existing facilities and conditions which would affect his portion of the work. Failure to do so shall not relieve the contractor from the responsibility of installing his work to meet conditions.

E. Lack of coordination shall not be acceptable and shall not be a reason for poorly installed work or additional cost to this trade or others on the project. All associated extra cost shall be borne by the contractor. The General Contractor shall be responsible for all costs, time, and liquidated damages associated with lack of coordination or poor coordination.

1.4 LOCAL CONDITIONS

A. Location and elevation of all services is based on information obtained from the Owner. However, this shall serve as a general guide only and the contractor shall visit the site and verify the location and elevation of this service to his own satisfaction in order to determine the amount of work required for the execution of the contract.

B. Contractor shall contact the various utility companies, determine the extent of their requirements and cooperate with the utility company in reaching a finished product. Contractor shall pay charges by Utility Company for extensions, connections, meter fees, street patching, etc.

C. In case major changes are required, this fact, together with the reasons therefore, shall be submitted to the Architect, in writing, not less than 7 days before the date of bidding. Failure to comply with this requirement will make the contractor liable for any changes, additions and expenses necessary for the successful completion of the project.

1.5 CUTTING AND PATCHING

A. Initial cutting and patching shall be the responsibility of the General Contractor with the Plumbing Contractor responsible for laying out and marking any and all holes required for the reception of his work. No structural beams or joists shall be cut or thimbled without first receiving the approval of the Architect. After initial surfacing has been done, any further cutting, patching and painting shall be done at this contractor's expense.

B. Cutting and patching shall be done in such a manner that the surrounding work will be restored to its original condition.

C. The plumbing piping shall be run at proper slopes and without conflicts with other trades. It may be necessary to penetrate beams, grade beams, footings, and foundations. Install thimbles as required and as approved by the Structural Engineer and Architect.

1.6 CODES AND STANDARDS

A. The entire plumbing work shall comply with the rules and regulations of the City, County and State in which this project is being constructed including the State Fire Marshal and State Board of Health. All modifications required by these authorities shall be made without additional charge to the Owners. The Plumbing Contractor shall report these changes to the Architect and secure his approval before work is started.

B. In addition to the codes mentioned, all plumbing work and equipment shall conform to the applicable portions of the following Specifications, codes and regulations:

1. National Electric Code
2. National Fire Protection Association
3. American Society of Mechanical Engineers
4. Underwriters's Laboratories
5. American Gas Association
6. Energy Code for Commercial and High Rise Residential Buildings
7. International Energy Conservation Code
8. International Building Code
9. International Plumbing Code

C. Materials, equipment and accessories installed under this contract shall conform to all rules, codes, etc., as recommended by National Associations governing the manufacturer, rating and testing of such materials, equipment and accessories. Materials shall be new and of the best quality and first class in every respect. Whenever directed by the Architect, contractor shall submit a sample for approval before proceeding.

D. Where laws or local regulations provide that certain accessories such as gauges, thermometers, relief valves and parts be installed on equipment, it shall be understood that such equipment be furnished complete with the necessary accessories whether or not called for in these Specifications.

E. Unfired pressure vessels shall be built in accordance with the ASME Code and so stamped. Furnish shop certificates for each vessel.

F. Material and equipment furnished or installed as part of these construction documents shall be installed and operated in strict accordance with the respective manufacturer's guidelines for installation and operating instructions. The manufacturer's guidelines shall become part of the construction documents.

1.7 MINOR DEVIATIONS

A. Plans and detail sketches are submitted to limit, explain and define conditions, specified requirements, pipe sizes and manner of erecting work. Structural or other conditions may

require certain modifications from the manner of installation shown and such deviations are permissible and shall be made as required, but, specified sizes and requirements necessary for satisfactory operation shall remain unchanged. It may be necessary to shift pipes or to change the shape of and these changes shall be made as required. All such changes shall be referred to the Architect/Engineer for approval before proceeding. Extra charges shall not be allowed for these changes.

B. No structural beams or joists (concrete or steel) shall be cut or thimbled without first receiving the approval of the Architect/Structural Engineer. After initial surfacing has been done, any further cutting, patching and painting shall be done at the Plumbing Contractor's own expense.

C. Contractor shall realize that the drawings could delve into every step, sequence or operation necessary for the completion of the project without drawing on the contractor's experience or ingenuity. However, only typical details are shown on the plans. In cases where the contractor is not certain about the method of installation of his work, he shall ask for details. Lack of details shall not be an excuse for improper installation. Submit installation shop drawings with manufacturer's details for review prior to installation.

D. In general, the drawings are diagrammatic and the contractor shall install his work in a manner so that interferences between the various trades are avoided. In cases where interferences do occur, the Architect/Engineer is to state which equipment, piping, etc., is to be relocated regardless of which item was first installed.

1.8 WORKMANSHIP

A. Workmanship shall be of highest grade, highest quality and all construction shall be done according to the best practice of the trade. Work shall be completed to satisfaction of the Architect/Engineer.

1.9 COORDINATION

A. Coordinate work of the different trades to avoid interferences between plumbing and all other work. All piping, ductwork, etc., shall be installed in lines as required to accomplish this end whether or not shown on the plans.

B. There will be a certain amount of work which must be coordinated with the Owner. This contractor shall coordinate required work with the Owner through the General Contractor using procedures acceptable to the Architect and Owner. The contractor shall maintain documentation of coordinated work.

C. This contractor shall coordinate and confirm that all equipment requiring electric service will be adequately and properly serviced by Electrical Contractor. Any conflicts shall be brought to the attention of the Architect/Engineer prior to ordering the equipment.

D. This contractor shall coordinate the space clearances required for the sprinkler system with the structure, ceilings, lights, ductwork, etc. In some cases, due to space limitations, it may be necessary to reroute piping to meet the conditions of the project. Any rerouting required

shall be part of this project and done without any additional cost to the Owner. **DO NOT MAKE PIPING WITHOUT COORDINATION. Avoid conflicts with other trades.**

E. This contractor shall coordinate the installation of sewer lines with all parts of the structural foundation system and structural building systems. Provide sleeves through graded beams or concrete beams at all conflicts. All points of penetration of foundation shall be reviewed by the Architect/Engineer prior to rough-in. All sleeves shall be installed per the instructions and details of structural engineer.

F. All piping shall be run as high as possible with sleeves through concrete beams to avoid conflicts. This means the piping shall run in or through the structure unless approved otherwise by the Architect/Engineer.

1.10 REVIEW OF MATERIALS

A. Whenever manufacturers or trade names are mentioned in these plans or Specifications, the words "or approved equivalent" shall be assumed to follow whether or not so stated. Manufacturers or trade names are used to establish a standard of quality only and should not be construed to infer a preference. Equivalent products which meet the Architect's approval will be accepted; however, these requests for acceptance of products must be received by the Architect a minimum of 10 days prior to bid date. Submission shall include manufacturer's name, model number, rating table and construction features. Upon receipt and checking of this submittal, the Architect will issue an addendum listing items which are approved as equivalent to those specified. The contractor shall base his bid solely on those items specified or included in the "Prior Approval Addendum" as no other item will be acceptable. Prior approval of a particular piece of equipment does not mean automatic final acceptance and will not relieve the contractor of the responsibility of assuring himself that this equipment is in complete accord with plans and Specifications and will fit into the space provided. Submit shop drawings on all items of equipment for approval as hereinafter specified.

B. Should a substitution or variation occur, the better quality or greater quantity of material or work shall be furnished. This also does not preclude other manufacturers if they meet the following criteria:

1. Product proposed for substitution shall be equal or superior to that specified in construction, efficiency, utility and function.
2. Physical size of substitute brand shall not be greater than space provided for it.
3. Profile of substitution shall be same concerning size, shape, indentations, recesses, etc.
4. Complete illustrations, specifications and description of substitution shall be submitted for approval.
5. Availability and proximity of manufacturer's service representative shall be factors considered in substitution approval.
6. Substitution and/or variations shall be reviewed and allowed when there is no change in cost to the project and shall be made at the discretion of the Engineer.

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

1.11 SHOP DRAWINGS

A. The General Contractor shall submit all submittals within 30 days of the date of the contract between owner and contractor or the date of notice to proceed as issued by the Owner to the General Contractor. The submittals shall have been submitted to the General Contractor within 30 days after the construction contract has been signed. The General Contractor and his sub-contractors shall bear all responsibility for any extra costs or delays to late submittals of shop drawings.

B. Drawings shall be presented in a clear and thorough manner.

C. Details shall be identified by reference to sheet detail, schedule or room numbers shown on contract and drawings.

D. Drawings shall contain the following information:

1. Date.
2. Number of the drawing or revision.
3. Name of project or facility.
4. Name of contractor and subcontractor.
5. Clear identification of contents and location of work.

E. Preparation:

1. Clearly mark each copy to identify pertinent products or models.
2. Show performance characteristics and capacities.
3. Show dimensions and clearances required.
4. Show wiring or piping diagrams and controls.
5. Show weights and mounting data.
6. Provide letter documentation confirming that all coordination with other trades effected have been done. This is especially necessary with the electrical requirements and rough-in requirements.

F. Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the work.
2. Supplement standard information to provide information specifically applicable to the work.

G. Office samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integral related parts and attachment devices.
2. Full range of color, texture and pattern.

H. Equipment shop drawing shall be prepared by the contractor/supplier. These shop drawing shall include the manufacturer's performance data and installation manuals. In addition, the shop drawings shall show the installation specific to this project.

I. Assemble certificates, executed by each of the respective manufacturers, suppliers, and subcontractors.

J. All submittals shall be submitted prepaid and in ample time for review before installation.

K. Six (6) copies of each submittal shall be submitted to the Architect.

L. These shop drawings shall be supplied as part of this contractor's contract. Any drawings not approved shall be resubmitted until approved. **Submit all shop drawings at the same time. No separate items will be accepted.**

M. Time necessary for review of samples, certificates, test reports, and shop drawings is at least 30 calendar days after receipt of the item. All materials installed in the work shall match the reviewed submittals. After a submission has been reviewed, no substitutions will be permitted without written approval by the Architect.

N. The Architect's/Engineer's review of shop drawings shall not relieve the contractor from the responsibility of incorrectly figured dimensions or any other errors that may be contained in these drawings. The omission from the shop drawings or specifications, even though approved by the Architect, shall not relieve the contractor from furnishing and erecting same.

O. Any delays caused by contractor not submitting shop drawings within a timely manner shall be the problem of the responsible subcontractor and the General Contractor.

1.12 UTILITIES

A. Connect all utilities at the points indicated on the drawings and extend such utilities to the building and to equipment or facilities requiring same.

B. Contractor shall pay all service and connection charges required by utility companies and/or site conditions (offsets, conflict boxes, etc.).

C. Contractor shall include all costs required by utility companies to extend utilities to the site. It is the responsibility of the contractor to obtain these fees from the utility companies and include those costs in the bid.

1.13 REPAIRING ROADWAYS AND WALKS

A. Where this contractor cuts or breaks roadways or walks to lay the piping, he shall repair or replace these sections to meet the Architect's approval. Repair of public roadways and highways shall be done per the Federal, State or Local agencies having jurisdiction. Contractor shall obtain and pay for all permits.

1.14 EXCAVATION AND BACK FILL

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BEAUMONT, TEXAS

A. Trench and excavation work shall include excavating, preparing of trenches, and backfilling as specified. Contractor shall install caution tape 12 inches above all piping, conduit, etc., as backfilling processes.

B. Trench and excavation work shall not include pavement breaking, cutting of holes through foundation walls and floors, removal of obstructions, relaying and/or repairing of floors, and repaving, which work shall be the responsibility of the General Contractor.

C. Contractor shall do all necessary trenching, excavation and backfilling for the proper installation of his work. Care shall be taken not to excavate below depth required, that trench beds are well rounded and that ground under pipe line is firm and secure before any pipe is laid. Trenches shall be excavated where bells of pipe occur in order to insure a pipe resting on the entire length of the bottom of the trench.

D. Unless otherwise noted, minimum cover over underground lines shall be 2-1/2 feet, except under streets and parking lots where minimum cover shall be 3 feet.

E. The width of the trench shall be sufficient to permit thorough compaction of the backfill under and around the pipe but not exceeding the external diameter of the pipe by more than 12 inches. Excavation for pipes shall be by hand and/or machine and as specified herein and shall confirm to the lines and elevations indicated on the plans.

F. The pipe shall be placed on a uniformly firm and compacted bed of sand, carefully shaped to support the pipe at the desired grade and so that any reaction will be distributed as nearly uniform as possible over a horizontal width of not less than sixtenths (6/10) of the outside diameter and all possibility of concentration of the reaction at or near the vertical diameter eliminated. The bed shall be shaped as to fit the lower part of the pipe exterior for at least 10 percent of its overall height.

G. The pipe shall be placed on a firm foundation. Any muck or other objectionable material found during excavation and preparation of the bed shall be removed and replaced with suitable bed material directed by the Architect.

H. All trenches and excavation shall be backfilled in a reasonable time after the pipes are installed unless otherwise directed by the Architect. Special care shall be taken in placing the backfill and extra care shall be used to obtain compaction under and along sides to the top of the pipe.

I. The backfill shall be placed in loose layers not exceeding 6 inches in depth under and around the pipe and not exceeding 8 inches over the pipe. Each layer shall be compacted to the compaction requirements as specified by the Architect.

J. Compaction shall be by hand and pneumatic tampers and the successive layers shall be added and compacted until the trench is completely filled and brought to elevation as directed. Back-filling shall be done in such a manner as to avoid injurious top or side pressures on the pipe.

K. Improper backfilling and compacting shall be cause to have the trench opened to expose the pipe for inspection then properly backfilled and compacted with fill material.

L. Where trenching is for piping, the bottom of the trench shall have minimum 95 percent compaction and shall be bedded with a minimum 12 inches compacted sand, crushed stone or shell on undisturbed soil (minimum 95 percent compaction).

1.15 MATERIALS

A. Work materials shall be new and the best of their respective kinds, and shall bear the label of NFPA, ASME Code, AGA, and UL where such standard has been established for the particular item of equipment used.

1.16 MATERIAL STORAGE

A. General: Provide space for storage of material and equipment at ground level. Roof surfaces shall not be used for storage of materials or equipment. Any storage within the building shall be approved by the Architect prior to use of the space.

B. Exterior: Pipe, fitting, or other materials stored outside of building shall be set on wood or steel racks or platforms inside storage container units. All necessary provisions shall be made to keep water and debris away from such stored material. Ends of pipes and valves shall be kept sealed until used.

C. Warehousing: Equipment subject to rusting shall be kept warehoused until just prior to setting. If necessary the warehouse shall have climate controlled conditions.

D. Offsite warehousing shall be approved by the Architect and Owner only.

E. Any warehousing used shall be approved by the Owner and an insurance certificate naming the Owner as insured shall be provided to the Owner.

1.17 GROUNDS AND CHASES

A. Contractor shall see that all required chases, sleeves, grounds, holes and accessories necessary for the installation of his work are properly built in as the work progresses; otherwise he shall bear the cost of providing them.

1.18 SPECIAL TOOLS

A. Special tools required for proper operation or maintenance of any equipment provided under this contract shall be delivered to the Owner at the completion of the project.

1.19 FILL AND CHARGES FOR EQUIPMENT

A. Fill and charge with materials or chemicals all devices or equipment as required to comply with the manufacturer's guarantee or as required for proper operation of the equipment.

B. This contractor shall flush systems as required per local and state jurisdictions and equipment/material manufacturer's guideline. (Chlorination, chemical treatment, etc.)

1.20 EQUIPMENT ACCESS

A. Large equipment to be installed in building, which is too large to permit access through doorways, shall be brought to the job by the contractor and placed before enclosing structure. Equipment shall be cribbed up from the floor by the contractor and covered where necessary or directed.

1.21 EQUIPMENT IDENTIFICATION

A. Stenciling: All items of major plumbing equipment (water heaters, pumps, starters, mixing valves, etc.) shall be neatly and clearly stenciled in letters not less than 1 inch high, with the same designation as appears on drawing. Location and color of such stenciling shall be appropriate for ready identification and/or as directed by the Architect. One set of compatible metal interlocking stencil letters and numbers shall be turned over to the Owner at the completion of the job. At contractor's option engraved plastic adhesive tags may be used. Tags used outdoors shall be listed for such use.

B. Pipe Coding: All piping, etc., both insulated and bare, shall be color coded with a general purpose pipe marker for interior locations and a 6 inch enamel painted ban for exterior locations, and stenciled as to service and characteristics on the 10 foot centers and/or as directed. Directional arrows not less than 1/2 inch wide and not less than 6 inches long shall be permanently stenciled on each line at each stencil location. Stenciling shall be located such that it is clearly visible from floor or adjacent service platform. Coding shall be as per schedule approved by Owner through submittal to Architect. At contractor's option, pre-manufactured vinyl pipe labels and directional arrows may be used but shall be banded on either end to secure to pipe.

C. Valve tags shall be installed on all valves controlling building zones, areas, or equipment. Valve tags shall be 2 inch diameter brass stenciled with valve number. A framed list of valves with associated numbers, sizes and locations shall be mounted in the building as directed by Architect.

1.22 TEMPORARY USE OF EQUIPMENT

A. The permanent equipment installation shall not be used for temporary purposes by the contractor for temporary conditioning of the building during construction.

B. Acceptable Use Without Specific Authorization: Temporary use shall not be construed to mean "bumping" of electric motors on equipment to verify rotation direction nor short time operation of systems for test purposes.

1.23 CLEANING AND ADJUSTING

A. Upon completion of his work, the contractor shall clean and adjust all equipment, controls, valves, etc. Clean all piping, etc., and leave entire installation in good working order.

1.24 PAINTING

A. This contractor shall obtain the services of a painting sub-contractor as part of his contract with the General Contractor for all painting.

B. General: Except for standard factory finishes, all pipe, pipe covering, equipment, supports, hangers, etc., exposed inside and outside building or in equipment room shall be painted. This contractor shall prepare surface of material to receive first coat of paint. All subsequent coatings shall be prepared by Painting Subcontractor. Requirements covering paints, workmanship and preparation of surfaces as stated in Architectural Specifications shall govern. Color coding shall be approved by Architect (submit color samples). All submittals for review shall be through Architect.

C. Damage: Where standard equipment factory finishes have been damaged or scratched, the damaged area shall be repaired or replaced by the contractor to match the original finish.

D. Preparation: Thoroughly clean surfaces of all rust, scale, cement, and dirt from all equipment, piping or other work installed and leave ready for finish painting.

E. All exposed piping shall be painted. Paint with two (2) coats of paint. The color shall be industry standard color coding. Submit color code chart with sample color chips to Architect for review prior to starting work.

1.25 FIRESTOPPING

A. Penetrations through rated construction shall be sealed with a material capable of preventing the passage of flames and hot gases when tested in accordance with ASTMEB14.

B. Notify Architect for inspection of all completed fire and/or smoke barrier walls before any construction is installed that may conceal the firestopping material installation.

C. Access to random selected areas may be required by the architect at the time of final inspection should notification not be given.

D. Provide detailed instructive cutsheets of fire penetration sealing system (firestopping) used to the architect at the time of inspection. Random selective sampling by the contractor will be observed by the architect and State Fire Marshal.

1.26 NOISE VIBRATION

A. General: Take the utmost precautions in the installation of the equipment, piping, and duct systems to prevent noise and vibration transmission. Noise levels determined by octave band analysis with all components of the mechanical system operating and the building completely furnished shall not exceed NC-35 in operations and office areas, and shall not exceed NC-45 in equipment areas. Where equipment and installations do not meet these limits, the contractor must provided necessary attenuation to reduce net noise levels to the above requirements.

B. Isolation of equipment: Equipment that would tend to cause noise or vibration shall be isolated to prevent noise transmission to the building or to other equipment.

C. Equipment Connections: Piping, conduit, or other connections to equipment shall be isolated. The contractor shall be responsible for the prevention of noise and vibration transmission through these connections to equipment.

1.27 PERMITS, INSPECTIONS AND TESTS

A. Contractor shall obtain and pay for permits, fees, etc., for the installation, inspection, service connections, verifying location or construction of the work which are required by any authority and/or agencies having jurisdiction.

B. Contractor shall arrange and pay for inspections, examinations and tests required to obtain complete and final acceptance of all plumbing systems. Contractor shall deliver certificates of all such inspections to the Architect.

C. Contractor shall notify Architect and local governing authorities before any tests are made and tests are not to be drawn off a line covered or insulated until examined and approved by the authorities. In the event defects are found, these shall be corrected and the work shall be retested.

D. Prior to requesting final inspection by the Architect, the contractor shall have a complete coordination and adjustment meeting of all of his subcontractors directly responsible for the operation of any portion of the system. At the time of this meeting, each and every sequence of operation shall be checked to assure proper operation. Notify the Architect in writing 10 days prior to this meeting instructing him of the time, date and whom you are requesting be present. This project shall not be accepted until the above provisions are met to the satisfaction of the Architect.

FORD FIELDS CONCESSION STAND BEAUMONT,
TEXAS

1.28 TRAINING OF MAINTENANCE PERSONNEL

A. Contractor shall provide on the job training for Owner's personnel upon completion of the work including testing and adjustment. Minimum 20 hours of onsite training shall include maintenance checks, lubrication of components, adjustment of control set points, and troubleshooting techniques.

B. Contractor shall use factory start-up personnel to train the Owner's maintenance personnel.

1.29 OPERATION AND MAINTENANCE INSTRUCTIONS

A. Provide Owner with four (4) copies of printed instructions indicating various pieces of equipment by name and model number complete with parts lists and maintenance and repair instructions. This information shall be bound in plastic covered notebooks. Submit the manuals to the Architect for approval.

B. Include all warranty certificates or statements in a separate section of the manuals. Provide all materials and test certificates for the final inspections.

C. Provide three (3) sets of DVDs of the operation and maintenance manuals.

1.30 GUARANTEE

A. Contractor shall guarantee all materials, equipment and workmanship for a period of one year from the date of final acceptance of the project. This guarantee shall include furnishing of all labor and material necessary to make any repairs, adjustments or replacement of any equipment, parts, etc., necessary to restore the project to first class condition. This guarantee shall exclude only the changing or cleaning of filters.

B. If the contractor's office is in excess of a 50 mile radius of the project, he shall appoint a local qualified contractor to perform any emergency repairs or adjustments required during the guarantee period. The contractor appointed to provide emergency services shall be submitted to the Architect for his approval.

1.31 WARRANTIES

A. Assemble warranties executed by each of the respective manufacturers, suppliers, and subcontractors into a warranty book and prepare a table of contents.

B. Two (2) original signed copies of each warranty are required.

C. Provide complete information for each item including:

1. Product and work item.
2. Local supplying firm or manufacturer's dealer, with name of principal, address and telephone number.
3. Scope of warranty.
4. Date of beginning of warranty.
5. Duration of warranty.
6. Provide information for Owner:

a. Proper procedure to evoke the warranty in case of failure.
b. Instances which might affect the validity of the warranty.
c. Contractor, name of responsible principal, address and telephone number.
d. All contractors and manufacturers equipment warranties shall start at the acceptance of the project by the Owner.
e. Provide owner with contact information for warranties which extend beyond one year.

1.32 RECORD DRAWINGS

A. Contractor shall maintain two (2) sets of drawings of the original construction documents to utilize as markup sets to record field modifications from original construction documents. Once approval has been gained from the Architect, the contractor shall record these variances on the two (2) sets in a neat and readable manner. Noted shall be sizes, locations, changes in directions, etc. with distances dimensioned from columns, walls, inverts, etc. The maintenance and cost of these documents shall be the responsibility of the contractor.

1.33 DEMOLITION

A. This contractor shall do all demolition as shown on the plans. The contractor shall make the areas ready for the new construction work. All demolition debris, piping, equipment, etc., shall be removed from the site by this contractor. All demolition work shall be scheduled through the General Contractor to prevent interruption of any existing services. Do not start any demolition which would interrupt the building operation without scheduling with the Owner (schedule through the General Contractor).

B. The Owner shall retain first salvage rights to anything within the demolition area. If the Owner selected an item to be retained, then this contractor shall remove it with care and deliver the item to the Owner designated location on site. Anything not retained by the Owner shall become the property of the contractor and be removed from the site.

1.34 MATERIALS CONTAINING HAZARDOUS SUBSTANCES OR COMPONENTS

A. This contractor shall not provide any material or component of equipment which contains asbestos, lead based paint or PCBs. The contractor shall provide certificates or manufacturer's statements/letters to show that the products and/or building materials do not contain asbestos, lead based paint or PCBs.

B. If any product or building material is found to contain asbestos, lead based paint or PCBs, the contractor shall bear all cost for removal, abatement, and disposal of materials in accordance with all state and federal regulations. The contractor shall install replacement materials to the satisfaction of the Architect at no additional cost to the project.

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C. During the construction, if the contractor suspects that any material in the building contains or is a hazard material (asbestos, lead, PCB, mercury, etc.) work shall be stopped to prevent disturbance and the Owner shall be notified immediately.

END OF SECTION 22 05 00

SECTION 22 05 03 - BASIC MATERIALS AND METHODS FOR PLUMBING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Type of piping for various systems shall be as specified herein.

B. All pipe shall be true and straight without sags or traps.

PART 2 - MATERIALS

2.1 SANITARY SEWER WASTE AND VENT LINES

A. All great waste piping (interior and exterior) shall be constructed of service weight bell and spigot cast iron pipe and fittings. Where space requirements do not allow the use of the above materials, government type DWV copper pipe shall be used. All cast iron pipes shall comply with Commercial Standards CS 188-59 coated with tar inside and out and marked with manufacturer's identification and proper weight classification. Joints shall be made with neoprene gaskets.

B. All sanitary sewer waste and vent lines **excluding grease waste piping** shall be Schedule 40 PVC pipe and fittings with solvent weld joints (solid core allowed only; foam or cell core not acceptable). Grease waste piping shall remain cast iron.

2.2 DOMESTIC WATER PIPE/WATER HEATER RELIEF PIPE/EQUIPMENT DRAIN PIPE/TRAP PRIMER

A. All domestic cold water lines/hot water lines within building, water heater relief lines and equipment drain piping shall be government type "L" hard copper water tube of standard weight and thickness, unless indicated otherwise. Use 95-5 "lead free" solder on all piping above slab. Use Silfos 1000 degrees Fahrenheit solder on all piping beneath slabs. "Press-Fit" or "Pro-Press" piping is not acceptable.

B. Site water piping (beyond 5 feet of building footprint) shall be Schedule 40 PVC pipe and fittings solvent weld joints (solid core allowed only; foam or cell core not acceptable).

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2.3 PIPE FITTINGS

A. All pipe fittings shall be same as piping specified unless indicated otherwise.

B. Fittings for domestic water lines shall be solder type wrought copper, Nibco or equivalent.

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2.4 PIPE SPECIALTIES

A. Dielectric unions shall be used between copper and iron pipe.

2.5 PIPE HANGERS AND SUPPORTS

A. This contractor shall furnish and install all foundations and supports required for his equipment unless indicated otherwise on the drawings.

B. This contractor shall furnish and install all escutcheons, inserts, thimbles, hangers, etc., required for the proper support and installation of his equipment and piping. Cooperate with other trades in locating and placing these items.

C. Provide sleeves for all pipes passing through walls, floors, beams, etc. Sleeves passing through structural members shall be of cast iron or Schedule 40 steel pipe unless other material is approved by the Structural Engineer. Sleeves passing through nonstructural walls or floors shall be of Schedule 10 galvanized iron. Joints between sleeves and pipes passing through floors shall be made watertight with plastic materials. Where pipes pass through floors shall be made watertight with plastic materials. Where pipes pass through waterproofing membrane, flashing sleeves shall be installed.

D. Provide malleable iron split ring hangers with rod supports throughout. Strap hangers or wire will not be accepted. Maximum spacing of hangers for cast iron pipes shall be 5 feet; for other than soil, use 10 feet.

E. Provide galvanized iron shields between hangers and pipe covering.

F. Provide chrome plated brass escutcheons wherever pipes pass through floors, walls or ceilings in exposed or finished areas.

G. All piping projecting from chases shall be rigidly supported in the wall or chase. Loosely supported piping or accessories will not be accepted.

2.6 VALVES AND UNIONS

A. Furnish and install all valves, unions, stops, connections, etc., shown on plans and necessary to make a complete system in working order. Provide valves on inlet and outlet of all equipment and fixtures and on branch lines to fixtures or groups of fixtures.

B. Valves and unions shall be as follows:

COPPER PIPE 2" AND LESS	MV	OVER 2"	MV

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Gate Valve Crane 1320 115 Crane 461 M-2882 Globe Valve Crane 1310 1590T Crane 359 F-2981 Unions Crane 633 Crane Std. Gal.

Check Valve	Crane 1303	1509	Crane 373	2974M

IRON PIPE	2" AND LESS	MV	OVER 2"	MV
Gate Valve	Crane 440 148	Crane 461 F2882-M	Globe Valve Crane 7 590	Crane 359 F Unions Crane 633
Check Valve	Crane 1303	1509	Crane 373	2974M

C. The following valves are considered equal to Crane Company:

CRANE	POWELL	NIBCO	HAMMOND	STOCKHAM	MV
7	150	T-235-Y	1B413T	B-22	590T
359	301	F-718-Y	1R126	G514	F2981
373	559	F918B	1R1124	G931	M2974
440	500	T113	1B640	B114	148
461	1787	F619	1R1138	G612	M-2882
	1303	1825	S413(BWY) 1B943	B309	1509
	1310	1823	S211(YW) 424	B14	1502
1320	1822	S113	1B647	B112	115

D. All valves, unions, etc., where pipe is chrome plated shall have similar finish. All exposed supplies to plumbing fixtures shall be chrome plated.

E. Ball valves shall be as manufactured by Milwaukee Valve (MV), Watts, Stockham, Powell, NIBCO, Neles-Jamesbury or Hammond.

	2" and Smaller	2-1/2 to 4"	Over 4"
Watts	Series B-6800	Series G-4000	Series G-4000
Neles-Jamesbury	Series 4000	Full Port Series	Full Port Series
Milwaukee Valve	BA-300	F-20CS	F-20CS

F. All valves over 2 inches shall be flanged type and full port type. All valves 2 inches and smaller shall be screw type, sweat type or flanged type as appropriate for type of pipe.

2.7 MOTORS STARTERS AND ELECTRICAL WORK

A. The Plumbing Contractor shall furnish to Electrical Contractor for installation, all motor starters, start-stop push buttons and pilot lights for each piece of motor driven equipment unless shown otherwise.

B. The Electrical Contractor shall install all motor starters, start-stop push buttons and pilot lights as furnished by the Plumbing Contractor. The Electrical Contractor shall do all power wiring required for the installation of all equipment including equipment interlocking power wiring, etc. All work shall be done in accordance with the National Electrical Code

requirements and with wiring workmanship, etc., as called for in the Electrical Specifications. The Plumbing Contractor shall provide approved wiring diagrams of all equipment, controls, etc., to the Electrical Contractor for his installation. Coordinate all work to provide a complete system in working order. All wiring shall be plenum rated.

C. All electrical equipment shall have UL label or ETL label and shall meet the standards of the National Electrical Code and NEMA.

D. Plumbing contractor shall provide and install transformers and low voltage wiring (below 120-1-60) from transformer to equipment. Electrical contractor shall provide and install power wiring to transformers.

2.8 ACCESS PANELS

A. Furnish and install access panels where valves, dampers, etc., are concealed in walls, ceilings, floors or otherwise inaccessible. Panels shall be Milcor Babcock, Larsen, MIFAB, Acudor, Nystrom or equivalent. All access panels shall be minimum 18 inches X 18 inches hinged with flush latch and lock. The panels shall be constructed of minimum 18 gauge stainless steel. Frame flange shall be minimum 1-1/2 inches wide. Rated panels shall have U.L. rating for type wall or ceiling where located.

B. Access panels located in rated walls, floors, ceilings, shall be so rated and installed per manufacturer's recommendations to maintain rated integrity.

PART 3 - EXECUTION

3.1 SANITARY SEWER PIPE

A. Pipe ends shall be square cut. Ends of pipes shall be reamed and shall be wiped clean to remove cuttings. Before installation, pipe shall be stood on end and tapped sharply to remove cuttings and other foreign materials from interior. Pipe shall be thoroughly cleaned inside and outside. Bending or springing of pipe shall not be permitted.

B. Various service pipes, valves, fittings, etc., running parallel with each other and near together shall be in line with each other and shall be kept at a sufficient distance from each other and other work to permit no less than 1/2 inch between finished coverings on different services.

C. Each contractor shall furnish all foundations, structural or pipe supports indicated, called for specifically or that may be required to support his particular equipment and material unless hangers are definitely indicated as being furnished by others. Sewer waste and vent lines shall be supported every 4 feet.

D. Perforated strap hangers shall not be allowed for any part of the hangers.

E. Drainage and vent pipes: Horizontal soil and waste pipes 3 inches and smaller shall have a grade of 1/4 inch per foot and line 4 inches and larger shall have a grade of 1/8 inch per foot unless otherwise specified. The main vertical soil and waste vent shall be extended full size through the wall. Cast-iron pipe inside the building shall be extended 6 inches above the floor.

F. Fittings: Changes in pipe size on soil, waste, and drain lines shall be made with reducing fittings of recessed reducers. All changes in direction shall be made by the appropriate use of 45 degree wyes, long or short sweep 1/4 bends, 1/6, 1/8, or 1/16 bends, or by a combination of those or equivalent fitting, except that single and double sanitary tees may be used in drainage lines only where the direction of flow is from horizontal to vertical. Short sweeps not less than 3 inches in diameter may be used where the change in direction of flow is either from horizontal to vertical or from vertical to horizontal.

G. Pipe sleeve, hangers, and fixture supports: These items shall be furnished and set and the contractor shall be responsible for their proper and permanent location.

1. Pipe sleeves - Install sleeves for all pipes passing through footings, floors, and walls. Clearance between sleeves and pipe covering and/or pipes shall be approximately 1/4 inch. Construction shall not be cut except where approved by the Architect. Where cutting of construction is permitted, the construction shall be repaired to match its original condition. Sleeves shall not be installed in structural members except where indicated. Sleeves are not required for wall hydrants.
    a. Install sleeves for pipes that pass through walls. Sleeves that pass through walls shall be cut flush with surfaces. The space between sleeves and pipe or covering shall be sealed with graphite packing and synthetic rubber caulking compound.
    b. Install sleeves where pipes pass through waterproofing membrane. The sleeves shall be provided with an integral flashing flange or a clamping device to which a 4 pound lead flashing shield shall be clamped or soldered. The shield shall extend 12 inches from the pipe and shall be thoroughly mopped into the membrane. The space between the sleeve and pipe shall be made watertight by inserting an oakum gasket, filling the remaining space with lead, and thoroughly caulking.
2. Threaded pipe - Support pipes at 4 foot intervals.
3. Copper tubing - Support tubing at not more than 5 foot intervals. Hangers for copper tubing except where protective shields are installed shall have proper size rings to suit outside diameter of tubing and the hangers or supports shall be copper or copper plated at contact surfaces.
4. Underground piping - Lay pipe on a firm bed for its entire length, except where support is otherwise provided.
5. Vertical piping - Supports shall be at each floor. Horizontal piping - Hangers and

supports shall be installed at locations not more than 3 feet from the end of each run out. A hanger shall be installed not over 1 foot from each change in direction of piping.

H. Make connections to equipment and branch mains with unions.

I. Provide drain valves at main shutoff valves, low points of piping and apparatus.

J. Install each fixture with trap, easily removable for servicing and cleaning. Each trap shall be placed as near the fixture as possible, and no fixture shall be double trapped. At completion thoroughly clean plumbing fixtures and equipment.

K. Fixture connections: Connections between earthenware fixtures and flanges on soil pipes shall be made absolutely gas tight and water tight with a closet-setting compound or gasket. Bolts shall be not less than 1/4 inch in diameter and shall be equipped with chromium-plated nuts and washers.

L. Test sanitary drainage, condensate drains and vent systems with water or air in accordance with requirements of the State Sanitary Code, International Plumbing Code and all applicable local codes. Water test may be applied to entire drainage systems or sections of systems. All openings shall be tightly closed in section to be tested except at highest opening. All portions of systems shall be subject to a minimum of 10 feet head of water. Water must have been in the system two hours prior to inspection. Air test in accordance with the Plumbing Code may be used at contractor's option.

M. Sanitary sewer or storm drain pipe penetrating concrete slabs shall be wrapped with foam insulation tape.

3.2 DOMESTIC WATER PIPE

A. Perforated strap hangers shall not be allowed for any part of the hangers.

B. Mains, branches, and run outs: Piping shall be installed as indicated on the drawings. Pipe shall be cut accurately to measurements established at the building and shall be worked into place without springing or forcing. Care shall be taken not to weaken structural portions of the building. Above ground piping shall be run parallel with the lines of the building unless otherwise shown or noted on the drawings. Branch pipes from service lines may be taken from top, bottom, side or main, using such crossover fittings as may be required by structural or installation conditions. Service pipes, valves, and fittings shall be kept a sufficient distance from other work and other services to permit not less than 1/2 inch between finished covering and other work and not 1/2 inch between finished covering on the different services. No water pipe shall be made with reducing fittings. Use of long screws and bushings will not be permitted. Slope water pipe 1 inch in 40 feet and arrange to drain at low point.

C. Expansion and contraction of piping: Allowance for expansion and contraction shall be made throughout. Sufficient flexibility shall be provided on all branch run outs from mains to risers to provide for expansion and contraction of piping. Flexibility shall be provided by installing one or more turns in the line so that the piping will spring enough to allow for expansion without straining.

D. Joints: Tubing shall be cut square, and butts shall be removed. Both inside of fittings and outside of tubing shall be well cleaned with steel wool before sweating. Care shall be taken to prevent annealing of fittings and hard drawn tubing when making connections. Installation shall be made by competent workmen in accordance with manufacturer's recommendation. Mitering of joints for elbows and notching of straight runs of pipe for tees will not be permitted. Joints for soldered fittings shall be made with a noncorrosive paste flux and solid string of wire solder. Cored solder will not be permitted.

E. Valves: Valves shall be provided on all supplies to fixtures as specified under type of fixture and fixture trimmings. Valves indicated in connection with run outs, risers, branches, and mains shall be in accordance with this specification. No valve shall be installed on any lines with its stem below the horizontal. All valves shall be gate valves unless otherwise specified or indicated. Provide drain valves at main shut-off valves, low points of piping and apparatus.

F. Pipe sleeve, hangers, and fixture supports: These items shall be furnished and set and the contractor shall be responsible for their proper and permanent location.

1. Pipe sleeves - Install sleeves for all pipes passing through footings, floors, and walls. Clearance between sleeves and pipe covering and/or pipes shall be approximately 1/4 inch. Construction shall not be cut except where approved by the Architect. Where cutting of construction is permitted, the construction shall be repaired to match its original condition. Sleeves shall not be installed in structural members except where indicated. Sleeves are not required for wall hydrants.
    a. Install sleeves for pipes that pass through walls. Sleeves that pass through walls shall be cut flush with surfaces. The space between sleeves and pipe or covering shall be sealed with graphite packing and synthetic rubber caulking compound.
    b. Install sleeves where pipes pass through waterproofing membrane. The sleeves shall be provided with an integral flashing flange or a clamping device to which a 4 pound lead flashing shield shall be clamped or soldered. The shield shall extend 12 inches from the pipe and shall be thoroughly mopped into the membrane. The space between the sleeve and pipe shall be made watertight by inserting an oakum gasket, filling the remaining space with lead, and thoroughly caulking.
2. Threaded pipe - Support pipes at 4 foot intervals.
3. Copper tubing - Support tubing at not more than 5 foot intervals. Hangers for copper tubing except where protective shields are installed shall have proper size rings to suit outside diameter of tubing and the hangers or supports shall be copper or copper plated at contact surfaces.
4. Underground piping - Lay pipe on a firm bed for its entire length, except where support is otherwise provided.

5. Vertical piping - Supports shall be at each floor. Horizontal piping - Hangers and supports shall be installed at locations not more than 3 feet from the end of each run out. A hanger shall be installed not over 1 foot from each change in direction of piping.

G. Unions: Make connections to equipment and branch mains with unions. Provide nonconducting type connections wherever jointing dissimilar metals in open systems. Brass adapters and valves are acceptable.

H. Domestic cold water lines penetrating concrete slabs shall be wrapped with vinyl flexible tube. Domestic hot or return water piping penetrating concrete slabs shall be insulated at all penetrations through slab (refer to insulation specifications).

I. Provide drain valves at main shutoff valves, low points of piping and apparatus.

J. Hydrostatically test entire domestic water system to 200 psig or 2-1/2 times normal working pressure.

K. Cleaning and Disinfectant: Domestic water piping system shall be cleaned and disinfected. All equipment, temporary piping and chemicals, as required shall be furnished by the contractor. All system piping and equipment shall be thoroughly and completely flushed with cold domestic water. Completely drain the systems and fill with a solution of Sodium or Calcium Hypochlorite, 100 parts per million, completely relieving the system of all air. Allow the solution to stand for eight hours and then drain and follow with clear water flush for a sufficient period of time to remove all traces of hypochlorite odor. Disinfecting chemicals shall not be introduced into existing piping systems.

L. Sealing or flashing the building envelope due to penetrations in building shall be the responsibility of the general contractor.

M. Water service to fixtures or groups of fixtures shall have 12 inch long air chambers at the same diameter as header or service pipe on both hot and cold water lines. Air chamber shall be installed close to fixture. Provide and install shock arrestors on sterilizer water supplies or supplies with quick closing valves such as flush valves, dishwashers, tempering valves, etc. Location and size of shock arrestor shall be as per manufacturer's instructions.

END OF SECTION 22 05 03

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SECTION 22 07 00 – PLUMBING INSULATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Pipe insulation installation shall not begin until all work has been tested and found to be tight. All insulation shall be UL listed and have a flame spread of less than 25 and a developed smoke rating less than 50. All insulation shall be banded with aluminum bands, three per section. All insulation shall be continuous through walls, floors, ceilings, etc.

PART 2 - MATERIALS

2.1 DOMESTIC WATER PIPING

A. Cover cold water lines above ceilings and in exterior walls with 1 inch thick and all hot water lines with 1-1/2 inch thick closed cell rubber type insulation. At contractor's option, fiberglass insulation with white universal jacket may be used. All flanges, valves and fittings shall be insulated with closed cell rubber type molded fittings insulation, fabricated mitered segments of pipe insulation or closed cell rubber type insulation equivalent in thickness to insulation of adjoining pipe.

B. All water lines exposed in mechanical rooms shall be covered with 0.020 color coded PVC jacket with solvent welded seams and joints.

C. All water lines outside of building exposed to the weather shall have 1 inch thick closed cell rubber type insulation covered with 0.016 smooth aluminum jacket and elbows.

D. All water lines below building slab shall be insulated with 1 inch thick closed cell insulation with two (2) coats of mastic.

2.2 HORIZONTAL WASTE PIPING

A. All horizontal waste lines and traps above first floor slab which receive condensate from air conditioning equipment, shall be insulated with 2 inch thick, 3/4 pound density fiberglass insulation with aluminum foil vapor barrier or closed cell rubber insulation.

2.3 INSULATION BANDS

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A. All pipe insulation shall be banded with nylon tie-wrap bands, three to a section, and with one band on each side of each fitting, valve, etc.

2.4 FLANGES, VALVES AND FITTINGS

A. All flanges, valves and fittings shall be insulated with fabricated fiberglass molded fitting insulation, using factory fabricated fittings up to 3 inches and fabricated mitered segments of pipe insulation equal in thickness to the insulation to the adjoining pipe. All fabricated mitered segments shall be covered with matching embossed vapor barrier laminate.

PART 3 - INSTALLATION

3.1 Provide clearance for installation of insulation and for access to valves, air vents, drains and unions.

A. Insulation Installation:

1. Do not install covering before piping has been tested and approved.
2. Ensure piping surface is clean and dry prior to installation.
3. Ensure insulation is dry before and during application.
4. Insulation shall be continuous through walls, floors and ceiling. Pack around pipes with fire proof self-supporting insulation material, fully sealed.
5. Insulate fittings and valves. The end of the insulation shall be fitted with a metal escutcheon plate with set screw or taped neatly with pressure sensitive fiberglass reinforcing cloth.
6. All joints shall be sealed with 3 inch wide fiberglass reinforcing cloth with pressure sensitive adhesive.
7. Pipe insulation at Hangers and Supports: Pipe insulation at hanger and support shall be protected with a half circular shield of the size of the insulation and 12 inches long constructed from 20 gauge galvanized steel. The shield shall be held in place with the fiberglass reinforcing cloth and pressure sensitive adhesive. Where pipes pass through walls, ceiling and floor in finished areas, escutcheon plates shall be installed to encompass pipe and insulation. Escutcheon plates shall be chromed brass or stainless steel and shall be either solid or the clamp on split type.
8. Painting of fiberglass pipe jacket is not required. Piping shall be painted colors as standard in this facility.

END OF SECTION 22 07 00

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PLUMBING INSULATION 22 07 00 - 2/2

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SECTION 22 10 00 - PLUMBING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Furnish all labor and materials as hereinbefore specified, indicated or reasonably implied for the complete installation of the following systems:

1. Cold Water
2. Hot Water System
3. Sanitary Drainage System

PART 2 - MATERIALS

2.1 FLOOR DRAINS

A. All floor drains shall be constructed of cast iron and shall be complete with clamping devices as required.

B. Floor drains (Marked "FD"): shall be bottom outlet with duracoated cast iron body with clamping collar and 6 inch diameter nickel bronze strainer adjustable vertically to floor level, with square perforations and vandal proof screws. Refer to fixture schedule for specific types.

2.2 CLEANOUTS

A. Cleanouts shall be provided where shown on plans, at each change of direction of the building drain greater than 45 degrees and at or near the foot of each vertical waste or soil stack. Location of all cleanouts shall be same size as piping up to 4 inches. Larger pipes shall have 4 inch cleanouts unless noted otherwise. Every cleanout shall be installed so that the cleanout opens in the direction of flow of the drainage line or at right angles thereto. Floor cleanouts shall be adjustable type, double drainage flange, clamping collar (above ground installations), 2 pound lead flashing, nickel bronze cover. Top of cleanout shall be level with top of finished floor so there is a continuous surface. Floor cleanouts shall be Jay R. Smith, Josam or Wade. Wall cleanouts shall be nickel bronze access frame and cover Zurn, Jay R. Smith, Josam or Wade. Outside cleanouts shall be installed with cover, set flush with finished grade, or as detailed on plans.

2.3 FLASHING

A. Flash around all pipes passing through roof in connection with this contract with sheet lead, not less than 2-1/2 pound to the square foot, built 6 inches into the waterproofing, running 10 inches up the pipe and turned over into the pipe cavity. Flashing around roof drains shall be not less than 2-1/2 pound lead extending at least 12 inches from the drain rim into membrane waterproofing. Fasten flashing to drain clamp device making watertight durable joint.

2.4 EQUIPMENT FURNISHED BY OWNER AND/OR BY OTHER TRADES

A. This equipment and other miscellaneous equipment shall be furnished and set in place under other sections of these Specifications and/or by the Owner, unless specified otherwise.

B. Plumbing Contractor shall provide necessary rough-in required for the equipment and shall completely connect all plumbing services for this equipment providing cut-off valves and unions for each plumbing supply service to each piece of equipment. It is the obligation of the Plumbing Contractor to obtain correct rough-in dimension plans for this equipment as well as the equipment furnished under this contractor.

C. The various Equipment Contractors shall provide access holes for service lines that enter his equipment. This work to be performed on the job site, as necessary. Plumbing Contractor shall furnish and install escutcheons, locknut type, at these locations.

2.5 PLUMBING FIXTURES

A. Plumbing Contractor shall furnish and install all plumbing fixtures shown on accompanying drawings. Refer to both plumbing and architectural drawings and provide all fixtures shown on either. Fixtures shall be complete with all necessary brass and accessories required for a complete installation including traps, escutcheons, angle supplies, basin cocks, etc. All fixtures shall be new and must be delivered to the building properly crated in perfect condition.

B. All brass must be of the best quality, lightweight goods will not be accepted. All brass pipe shall be seamless brass tubing and nipples shall be extra heavy. All fittings and trim shall be chromium plated heavy brass unless otherwise specified. "P" traps shall be cast brass with cleanouts. All exposed piping shall be chromium plated. Provide cutoff valves at each fixture in both hot and cold water piping.

C. For the purpose of establishing type and class of fixtures required, the scheduled plate numbers have been taken from the indicated catalog. Approved equals shall be as follows: Fixtures: Kohler, Briggs, American Standard, Crane, Eljer, Elkay, Dayton, Just or Universal Rundle. Flush Valves: Sloan, Zurn. Faucets: Elkay, Just, Chicago, Kohler, American Standard, Delta Commercial, Zurn, Speakman. Water Heaters: A.O. Smith, Ruud/Rheem,

State, Bradford White. Drains: Wade, J.R. Smith, Zurn, Josam. Hose Bibbs: Josam, Woodford, J.R. Smith, Wade, Zurn.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection:

1. Prior to all work of this section, carefully inspect the installed work of adjacent trades and verify that all such work is complete to the point where fixture installation may properly commence.
2. Verify that all hangers and fixture supports are properly installed to receive plumbing fixtures.

3.2 PLUMBING FIXTURE

A. Each plumbing fixture shall be fitted with all necessary and proper fittings, trimmings and operating devices, and shall be in perfect operating condition.

B. Refer to architectural drawings for any other information that may be necessary or required in connection with plumbing installation.

C. Before setting any fixtures, obtain the exact mounting height, as desired, from the Architect.

D. Wall mounted water closets, urinals, and lavatories shall have a floor anchored carrier to fit in available wall space (coordinate requirements in drawings).

END OF SECTION 22 10 00

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SECTION 22 11 00 - WATER SUPPLY

PART 1 - GENERAL

1.1 DESCRIPTION

A. Install water supply piping as indicated on plans.

PART 2 - MATERIALS

2.1 PIPING

A. All water supply piping shall be of materials hereinbefore specified.

B. All water lines shall be disinfected in accordance with the State Sanitary Code.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Water lines run underground shall have a minimum of 24 inches cover to finished grade.

B. Make up complete water supply system. Connect to all fixtures and outlets requiring water.

C. At each fixture or group of fixtures furnish and install a 12 inch high air chamber of same size as branch feed line except at fixtures with quick closing valves such as flush valves, dishwashers, etc., in which cases provide "Shock Arrester" properly sized for each unit.

3.2 TESTING

A. All lines shall be tested in accordance with requirements listed in construction documents and International Plumbing Code.

END OF SECTION 22 11 00

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WATER SUPPLY

SECTION 22 13 00 - WASTE WATER DISPOSAL

PART 1 - GENERAL

1.1 DESCRIPTION

A. Extend sanitary sewer lines to the location as shown on the plans.

PART 2 - MATERIALS

2.1 PIPING

A. The system of sewage and drainage shall be of materials as hereinbefore specified except where space requirements necessitate the use of Type "DWV" copper.

PART 3 - EXECUTION

3.1 INSTALLATION

A. All work shall be in strict conformity with the International Plumbing Code and in accordance with all local codes. Piping shall be routed as shown on plans or in acceptable manner to meet building conditions. Venting shall be as shown on plumbing riser diagrams.

B. Connections between traps and cast iron pipes are to be made with heavy brass ferrules.

C. Provide reducers, increasers, special flanges, and fittings where required between piping work and fixtures in order to connect and complete work and render it ready for use. Make any offsets required to avoid construction.

D. All lines 3 inches and smaller shall be sloped 1/4 inch per foot, lines 4 inches shall be sloped 1/8 inch per foot, lines 6 inches shall be sloped 1/16 inch per foot and all lines 8 inches and larger shall be sloped 0.4 percent. Piping shall be laid so slope is continuous.

E. All vents shall extend 10 inches above roof and terminate in an appropriate flashing collar. No vents shall penetrate roof within 48 inches of an exterior wall. Offset in ceiling as required. All back vents shall be taken off as near trap as possible.

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3.2 TESTING

A. All lines shall be tested in accordance with requirements listed in construction documents and International Plumbing Code.

END OF SECTION 22 13 00

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

WASTE WATER DISPOSAL

22 13 00 - 2/2

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 22 16 00 – NATURAL GAS PIPING/DISTRIBUTION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Fuel gas systems, including piping, equipment and all necessary accessories as designated in this section. Fuel gas piping to equipment shall be routed as shown on plans.

1.2 RELATED WORK

A. FIRESTOPPING: Penetrations in rated enclosures.

B. PAINTING: Preparation and finish painting and identification of piping systems.

C. COMMON WORK RESULTS FOR PLUMBING.

D. GENERAL DUTY VALVES FOR PLUMBING PIPING

1.3 SUBMITTALS

A. Submit SHOP DRAWINGS, PRODUCT DATA, and SAMPLES.

B. Manufacturer's Literature and Data:

1. Pipe & Fittings.
2. Valves.
3. Strainers.
4. All items listed in Part 2 - Products.

C. Detailed shop drawing of clamping device and extensions when required in connection with the waterproofing membrane.

1.4 APPLICABLE PUBLICATIONS

A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only. Use the edition listed or most recent edition adopted by Local, State or Federal agencies having jurisdiction.

B. Federal Specifications (Fed. Spec.):
A-A-59617 ..... Unions, Brass or Bronze Threaded, Pipe Connections and Solder-Joint Tube Connections

C. American National Standards Institute (ANSI):
American Society of Mechanical Engineers (ASME): (Copyrighted Society)
A13.1-(2007) ..... Scheme for Identification of Piping Systems B16.3-(2006) ..... Malleable Iron Threaded Fittings: Classes 150 and 300 ANSI/ASME
B16.9-2007 ..... Factory-Made Wrought Steel Buttwelding Fittings ANSI/ASME
B16.11-2009 ..... Forged Steel Fittings, Socket-Welding and Threaded ANSI/ASME
B16.15-2006 ..... Cast Copper Alloy Threaded Fittings: Classes 125 and 250 ANSI/ASME
B31.8-2010 ..... Gas Transmission and Distribution Piping Systems ANSI/ASME

D. American Society for Testing and Materials (ASTM):
A47-99(2009) ..... Standard Specification for Ferritic Malleable Iron Castings
A53-10..... Standard Specification for Pipe, Steel, Black And Hot-Dipped, Zinc- coated Welded and Seamless
A183-09 ..... Standard Specification for Carbon Steel Track Bolts and Nuts
A536-09 ..... Standard Specification for Ductile Iron Castings
A733-03(2009)e1 ..... Standard Specification for Welded and Seamless Carbon Steel and Austenitic Stainless Steel Pipe Nipples
B687-99(2005)e1 ..... Standard Specification for Brass, Copper, and Chromium-Plated Pipe Nipples

E. National Fire Protection Association (NFPA):
54-2009 ..... National Fuel Gas Code

F. International Code Council
IPC 2009 ..... International Plumbing Code IFGC 2009 ..... International Fuel Gas Code

G. International Association of Plumbing and Mechanical Officials (IAPMO):
Uniform Plumbing Code – 2009
IS6-06 ..... Installation Standard

H. Manufacturers Standardization Society of the Valve and Fittings Industry, Inc. (MSS):
SP-72-2010 ..... Ball Valves with Flanged or Butt-Welding For General Service

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SP-110-2010 ..... Ball Valve Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends

1.5 SYSTEM PRESSURE

A. Natural gas systems, unless otherwise noted are designed and materials and equipment selected to prevent failure under gas pressure at downstream side of pressure regulator.

PART 2 - MATERIALS

2.1 FUEL GAS SERVICE CONNECTIONS TO BUILDING (UNDERGROUND AND/OR EXPOSED TO WEATHER)

A. From inside face of exterior wall (outside of building), use coated piping as herein before and/or herein after specified.

B. Pipe: Black Steel, ASTM A53, Schedule 40. Shop-applied pipe coating shall be one of the following types:

1. Coal Tar Enamel Coating: Exterior of pipe and fittings shall be cleaned, primed with Type B primer and coated with hot-applied coal tar enamel with bonded layer of felt wrap in accordance with AWWA C203. **Asbestos felt shall not be used**; felt material shall be fibrous glass mat as specified in Appendix Section A2.1 of AWWA C203.
2. Adhesive-thermoplastic Resin Coating: Fed. Spec. L-C-530, Type I
3. Thermosetting Epoxy Coating: Fed. Spec. L-C-530, Type II
4. Field-applied plastic tape material used on pipe joints and for repairing damaged areas of shop-applied coatings, Fed. Spec. L-T-1512, Type I, 10 mils nominal thickness for pipe joints, and Type II, 20 mils nominal thickness for coating repairs.

C. Holiday Inspections: Procedure for holiday inspection: Holiday Inspection shall be conducted on all coatings to determine the presence and number of discontinuities in those coatings referenced in 2.6/B - 1, 2, 3, and 4 using a Tinker & Rasor model AP/W Holiday Detector. Holiday inspection shall be performed in a manner spelled out in the Tinker & Rasor operating instructions and at a voltage level recommended by the coating manufacturer or applicable NACE International Standard such as RPO 274-93 or RPO 490-90 in the case thermosetting epoxy coating. Holiday Detectors shall be calibrated and supplied with a certificate of calibration from the factory. A calibration of the Holiday Detector shall be performed once every 6 months to verify output voltages are true and correct.

D. Fittings:

1. Butt weld fittings, wrought steel, ANSI B16.9.
2. Socket weld and threaded fittings forged steel, ANSI B16.11.
3. Grooved End: Ductile iron (ASTM A536, Grade 65-45-12), malleable iron (ASTM A47, Grade 32510), or steel (ASTM A53, Type F or Type E or S, Grade B).

E. Joints: Welded, ANSI B31.8.

2.2. FUEL GAS PIPING

A. Pipe: Black steel, ASTM A53, Schedule 40.

B. Nipples: Steel, ASTM A733, Schedule 40.

C. Fittings:

1. Sizes 2 inches under ANSI B 16.3 threaded malleable iron.
2. Over 2 inches and up to 4 inches ANSI B16.11 socket welded.
3. Over 4 inches ANSI 16.9 butt welded.

D. Joints: Provide welded or threaded joints.

2.3 EXPOSED FUEL GAS PIPING

A. Finished Room: Use full iron pipe size chrome plated brass piping for exposed fuel gas piping connecting fixtures, casework, cabinets, equipment and reagent racks when not concealed by apron including those furnished by the Government or specified in other sections.

1. Pipe: Fed. Spec. WW-P-351, standard weight
2. Fittings: ANSI B16.15 cast bronze threaded fittings with chrome finish, (125 and 250).
3. Nipples: ASTM B 687, Chromium-plated.
4. Unions: 2 inches and smaller Mss SP-72, SP-110, Brass or Bronze threaded with chrome finish. Unions 2-1/2 inches and larger shall be flange type with approved gaskets.
5. Valves: Mss SP-72, SP-110, Brass or bronze with chrome finish.

B. Unfinished Rooms, Mechanical Rooms and Kitchens: Chrome-plated brass piping is not required. Paint piping systems as specified in Section PAINTING.

2.4 VALVES

A. Ball Valve: Bronze body, rated for 1025 kPA at 185°C (150 psi at 365°F), 1725 kPa at 121°C (250 psi at 250°F), reinforced TFE seat, stem seal and thrust washer; end entry, threaded ends, UL-listed for natural or LP gas shut off service when used on those services.

B. Gas Vent Cocks: Type 701: Bronze body, tee handle, rated for 205 kPa at 38°C (30 psi at 100°F), ground plug, rated for tight shut-off on fuel gas service.

2.5. WATERPROOFING

A. Provide at points where pipes pass through membrane waterproofed floors or walls in contact with earth.

B. Floors: Provide cast iron stack sleeve with flashing device and a underdeck clamp. After stack is passed through sleeve, provide a waterproofed caulked joint at top hub.

C. Walls: See detail shown on drawings.

2.6 STRAINERS

A. Provide on high pressure side of pressure reducing valves, on inlet side of indicating and control instruments and equipment subject to sediment damage and where shown on drawings. Strainer element shall be removable without disconnection of piping.

B. Gas Lines: "Y" type with removable mesh lined brass strainer sleeve.

C. Body: Smaller than 3 inches, brass or bronze; 3 inches and larger, cast iron or semi-steel.

2.7 DIELECTRIC FITTINGS

A. Provide dielectric couplings or unions between ferrous and non-ferrous pipe.

2.8 GAS EQUIPMENT CONNECTORS

A. Flexible connectors with teflon core, interlocked galvanized steel protective casing, AGA certified design.

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2.9 REGULATORS

A. Provide all pressure regulators for the project. Contractor shall be responsible for providing regulators properly selected for pressure, flow, and location. All regulators shall be field adjustable. All regulators shall be vented type. Regulators installed inside buildings shall have vent piping extended to the exterior of the building.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Comply with the International Fuel Gas Code and the following:

1. Install branch piping for fuel gas and connect to all fixtures, valves, cocks, outlets, casework, cabinets and equipment, including those furnished by the Government or specified in other sections.
2. Pipe shall be round and straight. Cutting shall be done with proper tools. Pipe, shall be reamed to full size after cutting.
3. All pipe runs shall be laid out to avoid interference with other work.
4. Install valves with stem in horizontal position whenever possible. All valves shall be easily accessible.
5. Install union and shut-off valve on pressure piping at connections to equipment.
6. Pipe Hangers, Supports and Accessories:
   a. All piping shall be supported per the International Fuel Gas Code, Chapter No. 4.
   b. Shop Painting and Plating: Hangers, supports, rods, inserts and accessories used for Pipe supports shall be shop coated with zinc Chromate primer paint. Electroplated copper hanger rods, hangers and accessories may be used with copper tubing.
   c. Floor, Wall and Ceiling Plates, Supports, Hangers:
      1) Solid or split unplated cast iron, chrome plated in finished areas.
      2) All plates shall be provided with set screws.
      3) Pipe Hangers: Height adjustable clevis type.
      4) Adjustable Floor Rests and Base Flanges: Steel.
      5) Concrete Inserts: "Universal" or continuous slotted type.
      6) Hanger Rods: Mild, low carbon steel, fully threaded or Threaded at each end with two removable nuts at each end for positioning rod and hanger and locking each in place.
      7) Riser Clamps: Malleable iron or steel.
      8) Rollers: Cast iron.
      9) Self-drilling type expansion shields shall be "Phillips" type, with case hardened steel expander plugs.
      10) Miscellaneous Materials: As specified, required, directed or as noted on the drawings for proper installation of hangers, supports and accessories.

7. Install cast chrome plated escutcheon with set screw at each wall, floor and ceiling penetration in exposed finished locations and within cabinets and millwork.
8. Penetrations:
   a. Fire Stopping: Where pipes pass through fire partitions, fire walls, smoke partitions, or floors, install a fire stop that provides an effective barrier against the spread of fire, smoke and gases. Completely fill and seal clearances between piping and openings with the fire stopping materials.
   b. Waterproofing: At floor penetrations, completely seal clearances around the pipe and make watertight with appropriate sealant.

B. Piping shall conform to the following:

1. Fuel Gas:
   a. Entire fuel gas piping installation shall be in accordance with requirements of NFPA 54.
   b. Provide fuel gas piping with plugged drip pockets at low points.

3.2. CLEANING OF SYSTEM AFTER INSTALLATION

A. Clean all piping systems to remove all dirt, coatings and debris.

3.3 TESTING

A. General: Test system either in its entirety or in sections after system is installed and cleaned.

B. Test shall be made in accordance with Section 406 of the International Fuel Gas Code. The system shall be tested at a minimum of 1.5 times maximum working pressure, but not less than 30 psig (20 kPa) gage).

END OF SECTION 22 16 00

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CERTIFICATION OF RESPONSIBILITY FOR

DOCUMENT PREPARATION

FORD PARK-FORD FIELDS CONCESSION STAND
RCE Project No.: 190007

MECHANICAL SPECIFICATIONS

THE FOLLOWING SPECIFICATION SECTIONS INCLUDED IN THIS PROJECT MANUAL WERE PREPARED BY OR UNDER THE RESPONSIBLE SUPERVISION OF THE COMPANY LISTED BELOW:

23 05 00	GENERAL PROVISIONS FOR HVAC
23 05 03	BASIC MATERIALS AND METHODS FOR HVAC
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC
23 07 00	MECHANICAL INSULATION
23 09 00	TEMPERATURE CONTROLS FOR HVAC
23 28 13	COMMERCIAL KITCHEN HOODS
23 30 00	AIR DISTRIBUTION FOR HVAC
23 70 00	AIR CONDITIONING FOR HVAC



3/15/19

Andrea Manceaux, P.E.
Ritter Consulting Engineers Ltd.

FORD FIELDS CONCESSION STAND BEAUMONT,
TEXAS
SECTION 23 05 00 - GENERAL PROVISIONS FOR HVAC

PART 1 - GENERAL

1.1 DIVISION OF SPECIFICATIONS

A. For Bidder's convenience only, this Division of the Specifications is divided into the following parts:

23 05 00	GENERAL PROVISIONS FOR HVAC
23 05 03	BASIC MATERIALS AND METHODS FOR HVAC
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC
23 07 00	MECHANICAL INSULATION
23 09 00	TEMPERATURE CONTROLS FOR HVAC
23 28 13	COMMERCIAL KITCHEN HOODS
23 30 00	AIR DISTRIBUTION FOR HVAC
23 70 00	AIR CONDITIONING FOR HVAC

1.2 GENERAL CONDITIONS

A. The General Conditions of the Architectural Specifications along with supplementary conditions, special conditions, information to bidders, and any other pertinent information and documents shall apply the same as if repeated herein. The contractor shall review Architectural General Conditions. Where the requirements of Architectural General Conditions and these specs conflict for the contractor, the most stringent shall be applied.

B. Mechanical subcontractor shall be the sole source responsible party to furnish and install the mechanical system. Mechanical contractor shall be properly licensed to perform this work.

C. Wherever the word contractor is mentioned in Division 23 of these specifications, it is intended to mean the Mechanical Contractor as appropriate. These are sub-contractors to the General Contractor who has the contract with the owner. It is the General contractor who bears the responsibility to fulfill this part of the project (Division 23 – Mechanical) under the contract with the owner. The General contractor shall be responsible for all costs associated with any and all bidding errors and omissions of the sub-contractor.

1.3 SCOPE OF WORK

A. Furnish labor, materials and equipment necessary to provide and install the complete mechanical portion of this contract, including air conditioning, heating, and ventilating systems as called for herein and on accompanying drawings. Parts of the mechanical division may be bid separately or in combination at the contractor's option; however, it shall be the responsibility of the General Contractor to assure himself that all items

 covered in the Mechanical Division have been included if he chooses to accept separate bids.

B. Contractor shall refer to the Architectural, Structural, Plumbing and Electrical drawings and install all equipment, piping, etc., to meet building and space requirements. **No equipment shall be bid on or submitted for approval if it will not fit in space provided or coordinated with other trades involved on the project.**

C. It is the intention of these Specifications that all mechanical systems shall be furnished complete with all necessary valves, controls, insulation, piping, devices, equipment, etc., necessary to provide a satisfactory installation in working order and in accordance with all Federal, State, and local codes and ordinances.

D. Contractor shall visit the site and acquaint himself thoroughly with all existing facilities and conditions which would affect his portion of the work. Failure to do so shall not relieve the contractor from the responsibility of installing his work to meet conditions.

E. Lack of coordination shall not be acceptable and shall not be a reason for poorly installed work or additional cost to this trade or others on the project. All associated extra cost shall be borne by the contractor. The General Contractor shall be responsible for all costs, time, and liquidated damages associated with lack of coordination or poor coordination.

1.4 LOCAL CONDITIONS

A. Location and elevation of all services is based on information obtained from the Owner. However, this shall serve as a general guide only and the contractor shall visit the site and verify the location and elevation of this service to his own satisfaction in order to determine the amount of work required for the execution of the contract.

B. Contractor shall contact the various utility companies, determine the extent of their requirements and cooperate with the utility company in reaching a finished product. Contractor shall pay charges by Utility Company for extensions, connections meter fees, street patching, etc.

C. In case major changes are required, this fact, together with the reasons therefore, shall be submitted to the Architect, in writing, not less than seven days before the date of bidding. Failure to comply with this requirement will make the contractor liable for any changes, additions and expenses necessary for the successful completion of the project.

1.5 CUTTING AND PATCHING

A. Initial cutting and patching shall be the responsibility of the General Contractor with the Mechanical Contractor responsible for laying out and marking any and all holes required for the reception of his work. No structural beams or joists shall be cut or thimbled without first receiving the approval of the Architect/Engineer. After initial surfacing has

been done, any further cutting, patching and painting shall be done at this contractor's expense.

B. Cutting and patching shall be done in such a manner that the surrounding work will be restored to its original condition.

C. The HVAC piping shall be run in such a manner as to avoid conflicts with other trades. It may be necessary to penetrate beams, grade beams, footings, and foundations. Install thimbles as required and as approved by the Structural Engineer and Architect.

1.6 CODES AND STANDARDS

A. The entire mechanical work shall comply with the rules and regulations of the City, County and State in which this project is being constructed including the State Fire Marshal and State Board of Health. All modifications required by these authorities shall be made without additional charge to the Owners. The Mechanical Contractor shall report these changes to the Architect and secure his approval before work is started.

B. In addition to the codes mentioned, all mechanical work and equipment shall conform to the applicable portions of the following Specifications, codes and regulations:

1. American Society of Heating, Refrigeration and Air Conditioning Engineers
2. National Electric Code
3. National Fire Protection Association
4. American Society of Mechanical Engineers
5. Underwriters's Laboratories
6. American Gas Association
7. Energy Code for Commercial and High Rise Residential Buildings
8. International Energy Conservation Code
9. International Building Code
10. International Mechanical Code
11. SMACNA Guidelines

C. Materials, equipment and accessories installed under this contract shall conform to all rules, codes, etc., as recommended by National Associations governing the manufacturer, rating and testing of such materials, equipment and accessories. Materials shall be new and of the best quality and first class in every respect. Whenever directed by the Architect, contractor shall submit a sample for approval before proceeding.

D. Where laws or local regulations provide that certain accessories such as gauges, thermometers, relief valves and parts be installed on equipment, it shall be understood that such equipment be furnished complete with the necessary accessories whether or not called for in these Specifications.

E. Material and equipment furnished or installed as part of these construction documents shall be installed and operated in strict accordance with the respective manufacturer's guidelines for installation and operating instructions. The manufacturer's guidelines shall become part of the construction documents.

1.7 MINOR DEVIATIONS

A. Plans and detail sketches are submitted to limit, explain and define conditions, specified requirements, pipe sizes and manner of erecting work. Structural or other conditions may require certain modifications from the manner of installation shown and such deviations are permissible and shall be made as required, but, specified sizes and requirements necessary for satisfactory operation shall remain unchanged. It may be necessary to shift ducts or pipes or to change the shape of ducts and these changes shall be made as required. All such changes shall be referred to the Architect for approval before proceeding. Extra charges shall not be allowed for these changes.

B. No structural beams or joists (concrete or steel) shall be cut or thimbled without first receiving the approval of the Architect/Structural Engineer. After initial surfacing has been done, any further cutting, patching and painting shall be done at the Mechanical Contractor's own expense.

C. Contractor shall realize that the drawings could delve into every step, sequence or operation necessary for the completion of the project without drawing on the contractor's experience or ingenuity. However, only typical details are shown on the plans. In cases where the contractor is not certain about the method of installation of his work, he shall ask for details. Lack of details shall not be an excuse for improper installation. Submit installation shop drawings with manufacturer's details for review prior to installation.

D. In general, the drawings are diagrammatic and the contractor shall install his work in a manner so that interferences between the various trades are avoided. In cases where interferences do occur, the Architect is to state which equipment, piping, etc., is to be relocated regardless of which item was first installed.

E. Materials and equipment furnished or installed as part of these construction documents shall be installed and operated in strict accordance with the respective manufacturer's guidelines for installation and operating instructions. The manufacturer's guidelines shall become part of the construction documents.

1.8 WORKMANSHIP

A. Workmanship shall be of highest grade, and all construction shall be done according to the best practice of the trade. Work shall be completed to satisfaction of the Architect/Engineer.

1.9 COORDINATION

A. Coordinate work of the different trades to avoid interferences between mechanical and all other work. All piping, ductwork, etc., shall be installed in lines as required to accomplish this end whether or not shown on the plans.

B. There will be a certain amount of work which must be coordinated with the Owner. This contractor shall coordinate required work with the Owner through the General Contractor using procedures acceptable to the Architect and Owner. The contractor shall maintain documentation of coordinated work.

C. This contractor shall coordinate and confirm that all equipment requiring electric service will be adequately and properly serviced by Electrical Contractor. Any conflicts shall be brought to the attention of the Architect/Engineer prior to ordering the equipment.

D. This contractor shall coordinate the space clearances required for the HVAC ductwork with the structure, ceilings, lights, sprinklers, etc. In some cases, due to space limitations, it may be necessary to re-size ductwork to meet the conditions of the project. **Any resizing required shall be part of this project and done without any additional cost to the Owner. DO NOT MAKE DUCTWORK WITHOUT COORDINATION. Avoid conflicts with other trades.**

E. This contractor shall coordinate the installation of HVAC piping with all parts of the structural foundation system and structural building systems. Provide sleeves through graded beams at all conflicts. All points of penetration of foundation shall be reviewed by the Architect/Engineer prior to rough-in. All sleeves shall be installed per instructions and details of the structural engineer.

F. All pipng shall be run as high as possible with sleeves through concrete beams to avoid conflicts. This means the piping shall run in or through the structure unless approved otherwise by the Architect/Engineer.

1.10 REVIEW OF MATERIALS

A. Whenever manufacturers or trade names are mentioned in these plans or Specifications, the words "or approved equivalent" shall be assumed to follow whether or not so stated. Manufacturers or trade names are used to establish a standard of quality only and should not be construed to infer a preference. Equivalent products which meet the Architect's approval will be accepted; however, these requests for acceptance of products must be received by the Architect a minimum of 10 days prior to bid date. Submission shall include manufacturer's name, model number, rating table and construction features. Upon receipt and checking of this submittal, the Architect will issue an addendum listing items which are approved as equivalent to those specified. The contractor shall base his bid solely on those items specified or included in the "Prior Approval Addendum" as no other item will be acceptable. Prior approval of a particular piece of equipment does not mean automatic final acceptance and will not relieve the contractor of the responsibility of assuring himself that this equipment is in complete accord with plans and Specifications and will fit into the space provided. Submit shop drawings on all items of equipment for approval as hereinafter specified.

B. Should a substitution or variation occur, the better quality or greater quantity of material or work shall be furnished. This also does not preclude other manufacturers if they meet the following criteria:

1. Product proposed for substitution shall be equal or superior to that specified in construction, efficiency, utility and function.
2. Physical size of substitute brand shall not be greater than space provided for it.
3. Profile of substitution shall be same concerning size, shape, indentations, recesses, etc.
4. Complete illustrations, specifications and description of substitution shall be submitted for approval.
5. Availability and proximity of manufacturer's service representative shall be factors considered in substitution approval.
6. Substitution and/or variations shall be reviewed and allowed when there is no change in cost to the project and shall be made at the discretion of the Engineer.

1.11 SHOP DRAWINGS

A. The General Contractor shall submit all submittals within 30 days of the date of the contract between owner and contractor or the date of notice to proceed as issued by the owner to the General Contractor. The submittals shall have been submitted to the General Contractor within 30 days after the construction contract has been signed. The General Contractor and his sub-contractors shall bear all responsibility for any extra costs or delays to late submittals of shop drawings.

B. Drawings shall be presented in a clear and thorough manner.

C. Details shall be identified by reference to sheet detail, schedule or room numbers shown on contract and drawings.

D. Drawings shall contain the following information;

1. Date.
2. Number of the drawing or revision.
3. Name of project or facility.
4. Name of contractor and subcontractor.
5. Clear identification of contents and location of work. E. Preparation:

1. Clearly mark each copy to identify pertinent products or models.
2. Show performance characteristics and capacities.
3. Show dimensions and clearances required.
4. Show wiring or piping diagrams and controls.
5. Show weights and mounting data.
6. Provide letter documentation confirming that all coordination with other trades effected have been done. This is especially necessary with the electrical requirements and rough-in requirements.

F. Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the work.

2. Supplement standard information to provide information specifically applicable to the work.

G. Office samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integral related parts and attachment devices.
2. Full range of color, texture and pattern.

H. **HVAC ductwork shop drawings shall be prepared showing all conditions of installation coordinated with structure, lights, sprinklers, ceiling, etc. These shop drawings shall be prepared within 45 days of the award of the general contract for the project. Drawings shall be done at minimum 1/8 inch scale on 24 inch x 36 inch sheets.**

I. Equipment shop drawing shall be prepared by the contractor/supplier. These shop drawing shall include the manufacturer's performance data and installation manuals. In addition, the shop drawings shall show the installation specific to this project.

J. Assemble certificates, executed by each of the respective manufacturers, suppliers, and subcontractors.

K. All submittals shall be submitted prepaid and in ample time for review before installation.

L. Six (6) copies of each submittal shall be submitted to the Architect.

M. These shop drawings shall be supplied as part of this contractor's contract. Any drawings not approved shall be resubmitted until approved. **Submit all shop drawings at the same time. No separate items will be accepted (except in the case of the HVAC ductwork shop drawings).**

N. Time necessary for review of samples, certificates, test reports, and shop drawings is at least 30 calendar days after receipt of the item. All materials installed in the work shall match the reviewed submittals. After a submission has been reviewed, no substitutions will be permitted without written approval by the Architect.

O. The Architect's/Engineer's review of shop drawings shall not relieve the contractor from the responsibility of incorrectly figured dimensions or any other errors that may be contained in these drawings. The omission from the shop drawings or specifications, even though approved by the Architect, shall not relieve the contractor from furnishing and erecting same.

P. Any delays caused by contractor not submitting shop drawings within a timely manner shall be the problem of the responsible subcontractor and the General Contractor.

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1.12 REPAIRING ROADWAYS AND WALKS

A. Where this contractor cuts or breaks roadways or walks to lay the piping, he shall repair or replace these sections to meet the Architect's approval. Repair of public roadways

and highways shall be done as per the Federal, State of Local agencies having jurisdiction. Contractor shall obtain and pay for all permits.

1.13 MATERIALS

A. Work materials shall be new and the best of their respective kinds, and shall bear the label of NFPA, ASME Code, AGA, and UL where such standard has been established for the particular item of equipment used.

1.14 MATERIAL STORAGE

A. General: Provide space for storage of material and equipment at ground level. Roof surfaces shall not be used for storage of materials or equipment. Any storage within the building shall be approved by the Architect/Engineer prior to use of the space.

B. Exterior: Pipe, fitting, or other materials stored outside of building shall be set on wood or steel racks or platforms inside storage container units. All necessary provisions shall be made to keep water and debris away from such stored material. Ends of pipes and valves shall be kept sealed until used.

C. Warehousing: Equipment subject to rusting shall be kept warehoused until just prior to setting. If necessary the warehouse shall have climate controlled conditions.

D. Offsite warehousing shall be approved by the Architect and Owner only.

E. Any warehousing used shall be approved by the Owner and an insurance certificate naming the Owner as insured shall be provided to the Owner.

1.15 GROUNDS AND CHASES

A. Contractor shall see that all required chases, sleeves, grounds, holes and accessories necessary for the installation of his work are properly built in as the work progresses; otherwise he shall bear the cost of providing them.

1.16 MACHINERY GUARDS

A. Contractor shall provide v-belt guards for each v-belt drive or other hazardous drive. Guard shall enclose the drive entirely and shall have a hole for taking tachometer reading.

1.17 SPECIAL TOOLS

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A. Special tools required for proper operation or maintenance of any mechanical equipment provided under this contract shall be delivered to the Owner at the completion of the project.

1.18 FILL AND CHARGES FOR EQUIPMENT

A. Fill and charge with materials or chemicals all devices or equipment as required to comply with the manufacturer's guarantee or as required for proper operation of the equipment.

B. This contractor shall flush systems as required per local and state jurisdictions and equipment/material manufacturer's guidelines (chlorination, chemical treatment, etc.).

1.19 EQUIPMENT ACCESS

A. Large equipment to be installed in building, which is too large to permit access through doorways, shall be brought to the job by the contractor and placed before enclosing structure. Equipment shall be cribbed up from the floor by the contractor and covered where necessary or directed.

1.20 EQUIPMENT IDENTIFICATION

A. Stenciling: All items of major mechanical equipment (pumps, AHUs, starters, valves, etc.) shall be neatly and clearly stenciled in letters not less than 1 inch high, with the same designation as appears on drawing. Location and color of such stenciling shall be appropriate for ready identification and/or as directed by the Architect. One set of compatible metal interlocking stencil letters and numbers shall be turned over to the Owner at the completion of the job. At contractor's option engraved plastic adhesive tags may be used. Tags used outdoors shall be listed for such use.

B. Pipe Coding: All piping, etc., both insulated and bare, shall be color coded with a general purpose pipe marker for interior locations and a 6 inch enamel painted ban for exterior locations, and stenciled as to service and characteristics on the 10 foot centers and/or as directed. Directional arrows not less than 1/2 inch wide and not less than 6 inches long shall be permanently stenciled on each line at each stencil location. Stenciling shall be located such that it is clearly visible from floor or adjacent service platform. Coding shall be as per schedule approved by Owner through submittal to Architect. At contractor's option, pre-manufactured vinyl pipe labels and directional arrows may be used but shall be banded on either end to secure to pipe.

C. Valve tags shall be installed on all valves controlling building zones, areas, or equipment. Valve tags shall be 2 inch diameter brass stenciled with valve number. A framed list of valves with associated numbers, sizes and locations shall be mounted in the building as directed by Architect.

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1.21 TEMPORARY USE OF EQUIPMENT

A. The permanent equipment installation shall not be used for temporary purposes by the contractor for temporary conditioning of the building during construction. **Contractor**

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shall provide temporary dehumidification and drying equipment as required to maintain clean, dry air during construction.

B. Acceptable Use Without Specific Authorization: Temporary use shall not be construed to mean "bumping" of electric motors on equipment to verify rotation direction nor short time operation of systems for test purposes, operation of refrigeration and heating system for short periods to adjust controls and temperature regulation, or the operation of fans for air balance.

1.22 CLEANING AND ADJUSTING

A. Upon completion of his work, the contractor shall clean and adjust all equipment, controls, valves, etc. Clean all piping, ductwork, etc., and leave entire installation in good working order.

1.23 PAINTING

A. This contractor shall obtain the services of a painting sub-contractor as part of the contract with the General Contractor for all painting.

B. General: Except for standard factory finishes, all pipe, pipe covering, ducts, equipment, supports, hangers, etc., exposed inside and outside building or in equipment room shall be painted. This contractor shall prepare surface of material to receive first coat of paint. All subsequent coatings shall be prepared by Painting Subcontractor. Requirements covering paints, workmanship and preparation of surfaces as stated in Architectural Specifications shall govern. Color coding shall be approved by Architect (submit color sample). All submittals for review shall be through Architect.

C. Damage: Where standard equipment factory finishes have been damaged or scratched, the damaged area shall be repaired or replaced by the contractor to match the original finish.

D. Preparation: Thoroughly clean surfaces of all rust, scale, cement, and dirt from all equipment, piping or other work installed and leave ready for finish painting.

E. All exposed piping shall be painted. Paint with two (2) coats of paint. The color shall be industry standard color coding. Submit color code chart with sample color chips to Architect for review prior to starting work.

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1.24 FIRESTOPPING

A. Penetrations through rated construction shall be sealed with a material capable of preventing the passage of flames and hot gases when tested in accordance with ASTMEB14.

B. Notify Architect for inspection of all completed fire and/or smoke barrier walls before any construction is installed that may conceal the firestopping material installation.

C. Access to random selected areas may be required by the architect at the time of final inspection should notification not be given.

D. Provide detailed instructive cutsheets of fire penetration sealing system (firestopping) used to the architect at the time of inspection. Random selective sampling by the contractor will be observed by the architect and State Fire Marshal.

1.25 NOISE VIBRATION

A. General: Take the utmost precautions in the installation of the equipment, piping, and duct systems to prevent noise and vibration transmission. Noise levels determined by octave band analysis with all components of the mechanical system operating and the building completely furnished shall not exceed NC-35 in operations and office areas, and shall not exceed NC-45 in equipment areas. Where equipment and installations do not meet these limits, the contractor must provided necessary attenuation to reduce net noise levels to the above requirements.

B. Isolation of equipment: Equipment that would tend to cause noise or vibration shall be isolated to prevent noise transmission to the building or to other equipment.

C. Equipment Connections: Piping, conduit, or other connections to equipment shall be isolated. The contractor shall be responsible for the prevention of noise and vibration transmission through these connections to equipment.

1.26 PERMITS, INSPECTIONS AND TESTS

A. Contractor shall obtain and pay for permits, fees, etc., for the installation, inspection, service connections, verifying location or construction of the work which are required by any authority and/or agencies having jurisdiction.

B. Contractor shall arrange and pay for inspections, examinations and tests required to obtain complete and final acceptance of all mechanical systems. Contractor shall deliver certificates of all such inspections to the Architect.

C. Contractor shall notify Architect and local governing authorities before any tests are made and tests are not to be drawn off a line covered or insulated until examined and

approved by the authorities. In the event defects are found, these shall be corrected and the work shall be retested.

D. Prior to requesting final inspection by the Architect, the contractor shall have a complete coordination and adjustment meeting of all of his subcontractors directly responsible for the operation of any portion of the system. At the time of this meeting, each and every sequence of operation shall be checked to assure proper operation. Notify the Architect in writing 10 days prior to this meeting instructing him of the time, date and whom you are requesting be present. This project shall not be accepted until the above provisions are met to the satisfaction of the Architect.

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1.27 TRAINING OF MAINTENANCE PERSONNEL

A. Contractor shall provide on the job training for Owner's personnel upon completion of the work including testing and adjustment. Minimum 20 hours of onsite training shall include maintenance checks, lubrication of components, adjustment of control set points, and troubleshooting techniques of the air conditioning unit.

B. Contractor shall use factory start-up personnel to train the owner's maintenance personnel.

1.28 OPERATION AND MAINTENANCE INSTRUCTIONS

A. Provide Owner with four (4) copies of printed instructions indicating various pieces of equipment by name and model number complete with parts lists and maintenance and repair instructions. This information shall be bound in plastic covered notebooks. Submit the manuals to the Architect for approval.

B. Include all warranty certificates or statements in a separate section of the manuals. Provide all materials and test certificates for the final inspection.

C. Provide three (3) sets of DVDs of the operation and maintenance manuals.

1.29 GUARANTEE

A. Contractor shall guarantee all materials, equipment and workmanship for a period of one year from the date of final acceptance of the project. This guarantee shall include furnishing of all labor and material necessary to make any repairs, adjustments or replacement of any equipment, parts, etc., necessary to restore the project to first class condition. This guarantee shall exclude only the changing or cleaning of filters. Additional warranties beyond the above shall be furnished as specified elsewhere in these specifications.

B. If the contractor's office is in excess of a 50 mile radius of the project, he shall appoint a local qualified contractor to perform any emergency repairs or adjustments required during the guarantee period. The contractor appointed to provide emergency services shall be submitted to the Architect for his approval.

1.30 WARRANTIES

A. Assemble warranties executed by each of the respective manufacturers, suppliers, and subcontractors into a warranty book and prepare a table of contents.

B. Two (2) original signed copies of each warranty are required.

C. Provide complete information for each item including:
   1. Product and work item.
   2. Local supplying firm or manufacturer's dealer, with name of principal, address and telephone number.
   3. Scope of warranty.
   4. Date of beginning of warranty.
   5. Duration of warranty.
   6. Provide information for Owner:
      a. Proper procedure to evoke the warranty in case of failure.
      b. Instances which might affect the validity of the warranty.
   7. Contractor, name of responsible principal, address and telephone number.
   8. All contractors and manufacturers equipment warranties shall start at the acceptance of the project by the Owner.
   9. Provide owner with contact information for warranties which extend beyond one year.

1.31 RECORD DRAWINGS

A. Contractor shall maintain two (2) sets of drawings of the original construction documents to utilize as markup sets to record field modifications from original construction documents. Once approval has been gained from the Architect, the contractor shall record these variances on the two (2) sets in a neat and readable manner. Noted shall be sizes, locations, changes in directions, etc. with distances dimensioned from columns, walls, inverts, etc. The maintenance and cost of these documents shall be the responsibility of the contractor.

1.32 DEMOLITION

A. This contractor shall do all demolition as shown on the plans. The contractor shall make the areas ready for the new construction work. All demolition debris, piping, equipment, etc., shall be removed from the site by this contractor. All demolition work shall be scheduled through the General Contractor to prevent interruption of any existing services. Do not start any demolition which would interrupt the building operation without scheduling with the Owner (schedule through the General Contractor).

B. The Owner shall retain first salvage rights to anything within the demolition area. If the Owner selected an item to be retained, then this contractor shall remove it with care and deliver the item to the Owner designated location on site. Anything not retained by the Owner shall become the property of the contractor and be removed from the site.

1.33 MATERIALS CONTAINING HAZARDOUS SUBSTANCES OR COMPONENTS

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A. This contractor shall not provide any material or component of equipment which contains asbestos, lead based paint or PCBs. The contractor shall provide certificates or manufacturer's statements/letters to show that the products and/or building materials do not contain asbestos, lead based paint or PCBs.

B. If any product or building material is found to contain asbestos, lead based paint or PCBs, the contractor shall bear all cost for removal, abatement, and disposal of materials in accordance with all state and federal regulations. The contractor shall install replacement materials to the satisfaction of the Architect at no additional cost to the project.

C. During the construction, if the contractor suspects that any material in the building contains or is a hazard material (asbestos, lead, PCB, mercury, etc.) work shall be stopped to prevent disturbance and the Owner shall be notified immediately.

END OF SECTION 23 05 00

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SECTION 23 05 03 - BASIC MATERIALS AND METHODS FOR HVAC

PART 1 - GENERAL

1.1 DESCRIPTION

A. Type of piping for various systems shall be as specified herein.

B. All pipe shall be true and straight without sags or traps.

PART 2 - MATERIALS

2.1 REFRIGERANT PIPING/EQUIPMENT DRAIN PIPING

A. All refrigerant and equipment drain piping shall be government type "L" hard copper tube standard weight and thickness as made by Mueller, Chase, Anaconda or equivalent, unless indicated otherwise. Use Silfos 1000 degrees Fahrenheit solder on all joints.

B. Tubing shall be brought to the site with ends sealed.

2.2 A/C CONDENSATE DRAIN PIPING

A. All A/C condensate drain piping shall be government type "L" hard copper water tube of standard weight and thickness. Fittings shall be compatible with pipe. Use Silfos 1000 degrees Fahrenheit solder on all joints.

2.3 PIPE FITTINGS

A. All pipe fittings shall be same as piping specified unless indicated otherwise.

B. Fittings for refrigerant piping and other copper lines shall be solder type wrought copper, Nibco or equivalent.

2.4 PIPE SPECIALTIES

A. Dielectric unions shall be used between copper and iron pipe.

2.5 PIPE HANGERS AND SUPPORTS

A. This contractor shall furnish and install all foundations and supports required for his equipment unless indicated otherwise on the drawings.

B. This contractor shall furnish and install all escutcheons, inserts, thimbles, hangers, etc., required for the proper support and installation of his equipment and piping. Cooperate with other trades in locating and placing these items.

C. Provide sleeves for all pipes passing through walls, floors, beams, etc. Sleeves passing through structural members shall be of cast iron or Schedule 40 steel pipe. Sleeves passing through nonstructural walls or floors shall be of Schedule 10 galvanized iron. Joints between sleeves and pipes passing through floors shall be made watertight with plastic materials. Where pipes pass through floors shall be made watertight with plastic materials. Where pipes pass through waterproofing membrane, flashing sleeves shall be installed.

D. Provide malleable iron split ring hangers with rod supports throughout. Strap hangers or wire will not be accepted. Maximum spacing of hangers shall be 5 feet.

E. Provide galvanized iron shields between hangers and pipe covering.

F. Provide chrome plated brass escutcheons wherever pipes pass through floors, walls or ceilings in exposed or finished areas.

G. All piping projecting from chases shall be rigidly supported in the wall or chase. Loosely supported fixtures or accessories will not be accepted.

2.6 VALVES AND UNIONS

A. Furnish and install all valves, unions, stops, connections, etc., shown on plans and necessary to make a complete system in working order. Provide valves on inlet and outlet of all equipment and fixtures and on branch lines to fixtures or groups of fixtures, refer to Division 22.

2.7 MOTORS STARTERS AND ELECTRICAL WORK

A. The Mechanical Contractor shall furnish to Electrical Contractor for installation, all motor starters, start-stop push buttons and pilot lights for each piece of motor driven equipment unless shown otherwise.

B. The Electrical Contractor shall install all motor starters, start-stop push buttons and pilot lights as furnished by the Mechanical Contractor. The Electrical Contractor shall do all power wiring required for the installation of all mechanical equipment including equipment interlocking power wiring, etc. Temperature control wiring shall be furnished and installed

by the Mechanical Contractor. All work shall be done in accordance with the National Electrical Code requirements and with wiring workmanship, etc., as called for in the Electrical Specifications. The Mechanical Contractor shall provide approved wiring diagrams of all equipment, controls, etc., to the Electrical Contractor for his installation. Coordinate all work to provide a complete system in working order. All wiring shall be plenum rated.

C. All motors for the mechanical equipment shall be of the 40 degrees Celsius rise type and shall be furnished and installed by the Mechanical Contractor. All motors shall be wound for +/- 10 percent of the specified voltage. Motors shall be voltages indicated on drawings. All motors shall have copper windings, Class F insulation and shall be rated for continuous duty service. All three-phase motors shall be inverter-duty type motors.

D. All electrical equipment shall have UL label or ETL label and shall meet the standards of the National Electrical Code and NEMA.

E. Starters for single phase motors 1/2 HP and below shall be furnished with pilot light and "hand-off-auto" selector switch where required.

F. Starters for three-phase, single speed motors shall be stepless solid state soft starter with "hand-off-auto" selector switch, three overload relays and auxiliary contacts as required. The starter shall operate at manufacturers ratings with 10 percent and -15 percent applied voltage tolerance and be capable of operating continuously under ambient temperatures of 0 to 50 degrees Celsius. The starter control circuitry shall be designed for current ramp operation and utilize current feedback for closed loop operation to minimize variation of acceleration time with varying load conditions. The starter shall use metal oxide varistors to clip transient voltage spikes on incoming power lines with protection to limit the rate of rise of voltage spikes to protect the SCR's from damage. The starter shall provide electronic motor overload protection. The starter shall shut down (or shall not start) to protect itself from either phase loss or phase rotation. The starter shall have adjustments for initial torque, pulse, ramp up time, ramp down time, and current limit. The starter shall have a main trip breaker to act as a disconnect and necessary contactors. The starter shall have contacts for remote starting from a building energy management system.

G. Mechanical contractor shall provide and install all smoke dampers and smoke or duct detectors. The electrical contractor shall provide and install all wiring/interlocks with fire alarm.

2.8 ACCESS PANELS

A. Furnish and install access panels where valves, dampers, etc., are concealed in walls, ceilings, floors or otherwise inaccessible. Panels shall be Milcor, Babcock, Larsen, MIFAB, Acudor, Nystrom or equivalent. All access panels shall be minimum 18 inches X 18 inches hinged with flush latch and lock. The panels shall be constructed of minimum 18 gauge stainless steel. Frame flange shall be minimum 1-1/2 inches wide. Rated panels shall have U.L. rating for type wall of ceiling where located.

B. Access panels located in rated walls, floors, or ceilings shall be so rated and installed per manufacturer's recommendations to maintain rated integrity.

PART 3 - EXECUTION

3.1 PIPING

A. Perforated strap hangers shall not be allowed for any part of the hangers.

B. Pipe shall be cut accurately to measurements established at the building and shall be worked into place without springing or forcing. Care shall be taken not to weaken structural portions of the building. Service pipes, valves, and fittings shall be kept a sufficient distance from other work and other services to permit not less than 1/2 inch between finished covering and other work and not 1/2 inch between finished covering on the different services.

C. Expansion and contraction of piping: Allowance for expansion and contraction shall be made throughout. Sufficient flexibility shall be provided for expansion and contraction of piping. Flexibility shall be provided by installing one or more turns in the line so that the piping will spring enough to allow for expansion without straining.

D. Joints: Tubing shall be cut square, and butts shall be removed. Both inside of fittings and outside of tubing shall be well cleaned with steel wool before sweating. Care shall be taken to prevent annealing of fittings and hard drawn tubing when making connections. Installation shall be made by competent workmen in accordance with manufacturer's recommendation. Mitering of joints for elbows and notching of straight runs of pipe for tees will not be permitted. Joints for soldered fittings shall be made with a noncorrosive paste flux and solid string of wire solder. Cored solder will not be permitted.

E. Pipe sleeve, hangers, and supports: These items shall be furnished and set and the contractor shall be responsible for their proper and permanent location.

1. Pipe sleeves - Install sleeves for all pipes passing through footings, floors, and walls. Clearance between sleeves and pipe covering and/or pipes shall be approximately 1/4 inch. Construction shall not be cut except where approved by the Architect. Where cutting of construction is permitted, the construction shall be repaired to match its original condition. Sleeves shall not be installed in structural members except where indicated. Sleeves are not required for wall hydrants.
    a. Install sleeves for pipes that pass through walls. Sleeves that pass through walls shall be cut flush with surfaces. The space between sleeves and pipe or covering shall be sealed with graphite packing and synthetic rubber caulking compound.
    b. Install sleeves where pipes pass through waterproofing membrane. The sleeves shall be provided with an integral flashing flange or a clamping

device to which a 4 pound lead flashing shield shall be clamped or soldered. The shield shall extend 12 inches from the pipe and shall be thoroughly mopped into the membrane. The space between the sleeve and pipe shall be made watertight by inserting an oakum gasket, filling the remaining space with lead, and thoroughly caulking.

2. Threaded pipe - Support pipes at 4 foot intervals.
3. Copper tubing - Support tubing at not more than 5 foot intervals. Hangers for copper tubing except where protective shields are installed shall have proper size rings to suit outside diameter of tubing and the hangers or supports shall be copper or copper plated at contact surfaces.
4. Underground piping - Lay pipe on a firm bed for its entire length, except where support is otherwise provided.
5. Vertical piping - Supports shall be at each floor. Horizontal piping - Hangers and supports shall be installed at locations not more than 3 feet from the end of each run out. A hanger shall be installed not over 1 foot from each change in direction of piping.

F. Unions: Provide nonconducting type connections wherever jointing dissimilar metals in open systems. Brass adapters and valves are acceptable.

END OF SECTION 23 05 03

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SECTION 23 05 93 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Division 23 Specification Sections, drawings, and general provisions of the contract apply to work of this section, as do other documents referred to in this section.

1.2 SCOPE OF WORK

A. The Mechanical Contractor shall obtain the services of an independent test and balance company which specializes in the testing and balancing of heating, ventilating and air conditioning (HVAC) systems to test, adjust and balance all HVAC systems in the building(s). These services shall not be provided by the installing mechanical contractor on the project but shall be a direct subcontractor of the mechanical contractor.

1. Agency shall provide proof of having successfully completed at least five projects of similar size and scope. Work by this Agency shall be done under direct supervision of a qualified Heating and Ventilating Technician employed by Agency.
2. Instruments used by Agency shall be accurately calibrated and maintained in good working order.
3. If requested, conduct tests in presence of Engineer.
4. Agency shall be approved in writing by Engineer. Mechanical Contractor shall not be permitted to do this work. Submit qualifications for review.

B. The work included in this section consists of furnishing labor, instruments, and tools required in testing, adjusting and balancing the HVAC systems, as described in these Specifications or shown on accompanying drawings. Services shall include checking equipment performance, taking the specified measurements, and recording and reporting the results.

C. **Test and Balance agency shall be present for factory start-up of equipment when factory startup is required.**

D. Representatives of the test and balance company shall visit the job to review the installation. After each site visit, the test and balance company shall report to the Architect any items that are not installed properly, are missing from the Contract Documents or items that are required to enable him to perform the testing and balancing of the HVAC systems as per normal standard practice. After review, the Architect shall instruct the contractor to implement the recommendations at no additional cost to the Owner if these items were specified in the original scope of the project.

E. Upon completion of the HVAC system installation, the test and balance company shall perform all testing and balancing with the full cooperation of the contractor and his subcontractors. The contractor shall make changes and/or adjustments to the HVAC system components that are required by the test and balance company to accomplish proper balancing. The TAB agency shall not supply or install any materials or balancing devices such as pulleys, drives, belts, etc. All of this work by the contractor shall be performed at no additional cost to the Owner.

F. Balancing agency shall be represented at final inspection meeting by qualified testing personnel with balancing equipment and two (2) copies of air balancing test report.

G. The test and balance report shall be submitted to the Architect for review by his Mechanical Engineer. If the Mechanical Engineer agrees with the report, he shall sign it and return it to the Architect. If he does not concur with the report, he shall meet with the Test and Balance Company to determine what needs to be done to obtain a properly balanced system.

H. After the Mechanical Engineer signs the testing and balancing report, the Test and Balance Company shall supply four (4) copies of the final and complete report to the Architect for inclusion in the Operation and Maintenance Manuals.

1.3 The items requiring testing, adjusting, and balancing include (but are not restricted to) the following:

A. AIR SYSTEMS:
Air Handling Units
Fans
Zone Branch and Main Ducts
Diffusers, Registers, Grilles and
Dampers Coils (Air Temperatures)
Valves
Vibration Isolators
Duct Smoke/Pressure Leak Testing

1.4 SCHEDULING

A. Award test and balance contract to approved agency upon receipt of contract to proceed to allow Agency to schedule this work in cooperation with other Sections involved and comply with completion date.

1.5 DEFINITIONS, REFERENCES, STANDARDS

A. All work shall be in accordance with the latest edition of the Associated Air Balance Council (AABC) National Standards or the latest standards of the National

Environmental Balancing Bureau (NEBB). If these contract documents set forth more stringent requirements than the AABC National Standards or the NEBB Standards, these contract documents shall prevail.

1.6 QUALIFICATIONS

A. Agency Qualifications: The TAB agency shall be a current member of the AABC,NEBB or TABB.

B. Prior to working on this project, the technicians shall attend training provided by the manufacturer of the various equipment on this project on the specific aspects of balancing the equipment. Include letters or certificates from the manufacturer on attendance and satisfactory completion of the factory training. These certifications may be used for continuing education. At a minimum, the technicians shall receive training from the air distribution equipment manufacturer, air unit manufacturer, and temperature controls manufacturer. This should be done prior to any equipment start-ups.

1.7 SUBMITTALS

A. Qualifications: The TAB agency shall submit a company resume listing personnel and project experience in air and hydronic system balancing and a copy of the agency's test and balance engineer (TBE) or technician certificate.

B. Procedures and Agenda: The TAB agency shall submit the TAB procedures and agenda proposed to be used.

C. Sample Forms: The TAB agency shall submit sample forms, which shall include the minimum data required by the AABC National Standards or the NEBB Standards.

D. Submit continuing educations training on each lead technician working on the project.

1.8 TAB PREPARATION AND COORDINATION

A. Shop drawings, submittal data, up-to-date revisions, change orders, and other data required for planning, preparation, and execution of the TAB work shall be provided when available and no later than 30 days prior to the start of TAB work.

B. System installation and equipment startup shall be complete prior to the TAB agency's being notified to begin.

C. The building control system (BCS) contractor shall provide and install the control system, including all temperature, pressure and humidity sensors. These shall be calibrated for

accurate control. If applicable, the BCS contractor shall install all necessary computers and computer programs, and make these operational. Assistance shall be provided as required for reprogramming, coordination, and problem resolution. The BCA contractor shall provide all necessary software to the TAB Agency at no additional cost.

D. All test points, balancing devices, identification tags, etc., shall be accessible and clear of insulation and other obstructions that would impede TAB procedures.

E. Qualified installation or startup personnel shall be readily available for the operation and adjustment of the systems. Assistance shall be provided as required for coordination and problem resolution.

F. If, upon commencing the work, the TAB contractor finds that the systems are not ready, or if a dispute occurs as to the readiness of the systems, the TAB contractor may request an inspection to be made by the Designer's Mechanical Engineer. This inspection shall establish to the satisfaction of the represented parties whether or not the systems meet the basic requirements for testing and balancing. Items that are determined to be not ready for testing and balancing shall be completed by the Mechanical Contractor and placed in operational readiness before TAB services are again requested.

1.9 TAB REPORTS

A. Final TAB Report: The TAB agency shall submit the final TAB report for review by the Engineer. On plans provided, all outlets, devices, HVAC equipment, etc., shall be identified, along with a numbering system corresponding to report unit identification. The TAB agency shall submit an AABC or NEBB "National Project Performance Guaranty" assuring that the project systems were tested, adjusted and balanced in accordance with the project Specifications and AABC or NEBB National Standards.

B. Submit four (4) copies of the final TAB report to the Architect for inclusion in the Operation and Maintenance Manuals.

PART 2 - INSTRUMENTATION

2.1 All instruments used for measurements shall be accurate and calibrated. Calibration and maintenance of all instruments shall be in accordance with the requirements of AABC or NEBB National Standards.

PART 3 - EXECUTION

3.1 GENERAL

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A. General Contractor with Mechanical Contractor shall put heating, ventilating, and cooling systems and equipment into full operation and continue their operation during each working day of testing and balancing.

B. Air Balance and Testing Agency shall perform tests specified, compile test data, and submit four (4) copies of complete test data to contractor for forwarding to Engineer for evaluation and approval.

1. Approved copies of report shall be bound in Operations and Maintenance manuals.

C. System shall be completely balanced and all reports submitted to Engineer prior to prefinal inspection.

D. The specified systems shall be reviewed and inspected for conformance to design documents. Testing, adjusting and balancing on each identified system shall be performed. The accuracy of measurements shall be in accordance with AABC or NEBB National Standards. Adjustment tolerances shall be + or -10 percent unless otherwise stated.

E. Equipment settings, including manual damper quadrant positions, valve indicators, fan speed control levers, and similar controls and devices shall be marked to show final settings.

F. All information necessary to complete a proper TAB project and report shall be per AABC or NEBB standards unless otherwise noted. The descriptions of work required, as listed in this section, are a guide to the minimum information needed.

G. TAB contractor shall cut insulation, ductwork and piping for installation of test probes to the minimum extent necessary to allow adequate performance of procedures. Upon completion, patch insulation, ductwork and housings using materials identical to those removed. Seal insulation to reestablish integrity of the vapor barrier.

H. TAB work shall include additional inspection and adjustment of components during the season following the initial balance to include re-balance of any items influenced by seasonal changes or as directed by the Owner.

3.2 AIR SYSTEMS

A. TESTING PROCEDURE

Air Balance and Testing Agency shall perform following tests and balance system in accordance with following requirements. Perform the following tests at high and low speeds of multi-speed systems and single speed system.

1. **Make periodic inspections of the installation of the systems. Provide reports of each inspection. Coordinate and verify the installation of all balancing dampers, fire dampers, etc.**

2. Smoke test or pressure test each low pressure steel duct system to test for air tightness. Use zinc chloride smoke candles or titanium tetrachloride ampules (sticks) to generate smoke.
a. If ducted systems leak, do not continue with air balance. Report findings to Engineer in writing and begin testing again after Mechanical Contractor has repaired ducts or applied duct sealers.
b. If ducted systems appear air tight, proceed with air balance procedure as outlined below.
c. Include in air balance report a letter indicating smoke testing has been accomplished and a report of findings regarding airtightness of each ducted system.
d. Maximum leakage loss shall not exceed 2 percent. If losses are greater, the Mechanical Contractor shall correct the leakage, then the test and balance agency shall retest the ductwork.
3. Test and adjust blower rpm to design requirements.
4. Test and record motor full load amperes.
5. Make Pitot Tube traverse of main supply and return and obtain design cfm.
6. Test and record system static pressures, suction, and discharge.
7. Test and adjust system for design cfm air.
8. Test and adjust system for design cfm outside air.
9. Test and record entering air temperatures (db heating and cooling).
10. Test and record entering air temperatures (wb cooling).
11. Test and record leaving air temperatures (db heating and cooling).
12. Test and record leaving air temperatures (wb cooling).
13. Adjust main supply and return air ducts to proper design cfm.
14. Adjust zones to proper design cfm, supply and return.
15. Test and adjust each diffuser, grille, and register to within 10 percent of design requirements.
16. Identify each diffuser, grille, and register to location and area.
17. Identify and list size, type, and Manufacturer of diffusers, grilles, registers, and testing equipment. Use Manufacturer's rating on equipment to make required calculations.
18. In readings and tests of diffusers, grilles, and registers, include required fpm velocity and test fpm velocity and required cfm and test cfm after adjustments.
19. In cooperation with Mechanical Contractor, set adjustments of automatically operated dampers to operate as specified, indicated, or noted.
20. Adjust diffusers, grilles, and registers to minimize drafts.
21. Verify the calibration of temperature control devices, thermostats, etc.
22. Verify all control sequences with specifications.
23. Include manufacturer's performance data with reports.
24. Schedule inspections to verify original test and balance of systems within 90 days of acceptance by Owner. Make opposite season adjustment and inspection of systems at one year after acceptance by Owner. Submit reports after each inspection. Submit schedule as part of initial report.

B. Where systems supplied to job site provides over 5 percent more air than schedule requirements, rooms supplied by that system shall have their supply air quantities increased by the ratio of the actual total air quantity supplied to the minimum air quantity required by the schedule.

C. The TAB agency shall verify that all ductwork, splitters, extractors, dampers, grilles, registers, and diffusers have been installed per design, are functional and set full open. Any leakage in the ductwork shall be repaired prior to the test. The TAB agency shall perform the following TAB procedures in accordance with the AABC National Standards or NEBB Standards:

1. Fans
   a. Fan Speeds--Test and adjust fan RPM to achieve design cfm requirements.
   b. Current and Voltage--Test and record motor voltage and amperage, and compare data with the nameplate limits to ensure fan motor is not in or above the service factor.
   c. Pitot-Tube Traverse--Perform pitot-tube traverse of the main exhaust ducts to obtain total CFM. If a pitot-tube traverse is not practical, an explanation of why a traverse was not made must appear on the appropriate data sheet.
   d. Static Pressure--Test and record system static pressure, including the static pressure profile of each exhaust fan.
2. Zone, Branch, and Main Ducts
   a. Adjust ducts to within design cfm requirements. As applicable, at least one zone balancing damper shall be completely open. Multi-diffuser branch ducts shall have at least one outlet or inlet volume damper completely open.
3. Diffusers, Registers, and Grilles
   a. Tolerances--Test, adjust, and balance each diffuser, grille, and register to within 10 percent of design requirements. Minimize drafts.
   b. Identification--Identify the type, location, and size of each grille, diffuser and register. This information shall be recorded on air outlet data sheets.
4. Coils
   a. Air Temperature--Once air flow are set to acceptable limits, take wet bulb and dry bulb air temperatures on the entering and leaving side of each cooling coil. Dry bulb temperature shall be taken on the entering and leaving side of each heating coil.
5. Air Handling Units:
   a. Location, manufacturer, model number, serial number, motor manufacturer, fan and motor sheaves, belts. Required and test data with unit operating at full air flow conditions (all space thermostats calling for cooling) for each of following: total CFM, return and outside air CFM, total static pressure, suction and discharge static pressures across unit fan, HP, amperage, voltage, fan RPM. Verify performance of static pressure controls, vane operators, dampers and controls. Adjust and/or change pulleys and belts as required to obtain delivery of system specified or required full load air quantities.
6. Control Systems:
   a. Verify all control sequences and calibration of all thermostats and sensors.
7. Equipment Start-up:
   a. The Test and Balance Contractor shall be on site to witness and record all factory start-up of mechanical equipment. Include start-up reports in final balancing report.

3.3 INDOOR AIR QUALITY VERIFICATION:

A. The TAB agency shall take measurements at minimum outside air. It shall measure temperature and humidity uniformity throughout the space, check filter installation for proper fit, seal and operation and verify condensate drain operation. The TAB agency shall note any water damage or obvious contamination sources from inside or outside.

B. The TAB agency shall prepare a short report showing the results and location of each test, a summary of the HVAC operating conditions, and a listing of any discrepancies.

3.4 ADDITIONAL TAB SERVICES:

A. Job Site Inspections:
During construction, the TAB agency shall inspect the installation of pipe systems, sheet metal work, temperature controls, and other component parts of the HVAC systems. The TAB agency shall submit a written report of each inspection to the Architect.

B. Duct Leakage Testing:
The Installing Contractor shall isolate and seal sections of ductwork for testing. The pressurization fan and test apparatus shall be connected to the test section and the test performed. The test pressure required and the amount of duct to be tested shall be described by the engineer in the appropriate duct classification section. All testing shall be based on one test per section.

C. Verification of HVAC Controls:

1. The TAB agency shall be assisted by the building control Systems Contractor in verifying the operation and calibration of all HVAC and temperature control systems. The following tests shall be conducted:
2. Verify that all control components are installed in accordance with project requirements and are functional, including all electrical interlocks, damper sequences, air and water resets, fire and freeze stats, and other safety devices.
3. Verify that all controlling instruments are calibrated and set for design operating conditions.

D. Temperature Testing:
To verify system control and operation, a series of three temperature tests shall be taken at approximately two hour intervals in each separately controlled zone. The resulting temperatures shall not vary more than 2 degrees Fahrenheit from the thermostat or control set point during the tests. Outside temperature and humidity shall also be recorded during the testing periods.

E. TAB Report Verification:

At the time of final inspection, the TAB agency may be required to recheck, in the presence of the Owner's representative, specific and random selections of data, air quantities, and air motion recorded in the certified report. Points and areas for recheck shall be selected by the Owner's representative. Measurements and test procedures shall be the same as approved for the initial work for the certified report. Selections for recheck, specific plus random, will not exceed 10 percent of the total number tabulated in the report.

F. Kitchen Hood Testing:
The TAB agency shall test and adjust kitchen hood total air flow by duct pitot-tube traverse if applicable under local code. If a pitot-tube traverse is not practical, an explanation of why a traverse was not made must appear on the appropriate data sheet. All sealing of test holes in the exhaust duct to be by others per local code requirements. The TAB agency shall test and record face velocities in accordance with design requirements. It shall test and adjust makeup air flow (if included) to meet design face velocities and pressurization and to minimize turbulence.

G. Building/Zone Pressurization:
The TAB agency shall test and adjust building/zone pressurization by setting the design flows to meet the required flow direction and pressure differential. For positive pressure areas, it shall set the supply air to design flow, and gradually reduce the exhaust air rate to obtain the required flow or pressure difference. For negative pressure areas, it shall set the supply air to design flow, and gradually increase the exhaust air rate to obtain the required flow or pressure difference.

END OF SECTION 25 05 93

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SECTION 23 07 00 - MECHANICAL INSULATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Pipe insulation installation shall not begin until all work has been tested and found to be tight. All insulation shall be UL listed and have a flame spread of less than 25 and a developed smoke rating less than 50. All insulation shall be banded with aluminum bands, three per section. All insulation shall be continuous through walls, floors, ceilings, etc.

PART 2 - MATERIALS

2.1 CONDENSATE DRAIN PIPING

A. Insulate condensate drain piping with 3/4 inch thick closed cell rubber type insulation.

2.2 REFRIGERANT LINES

A. Insulate all refrigerant suction lines with 1 inch thick closed cell rubber insulation. Apply two (2) coats of black mastic where the lines are exposed to the weather. Refrigerant piping below grade shall be installed in watertight PVC sleeve.

2.3 AIR CONDITIONING DUCTWORK

A. Insulate all ducts above ceiling with one layer of 3 inch thick, 3/4 pound density flexible Fiberglass duct insulation with aluminum foil facing. Duct insulation to be applied with 2 inches lap of facing sealed with tape and outward clinch staples. Seal all joints with 2 inch wide vapor barrier tape. An additional band of tape shall be applied between the circumferential joints for a maximum 2 foot spacing of taped bands.

B. The ductwrap shall have a minimum installed R-value of 8.5 and shall comply with Energy Code requirements..

2.4 HORIZONTAL WASTE PIPING

A. All horizontal waste lines and traps above first floor slab which receive condensate from air conditioning equipment, roof drain bodies, shall be insulated same with 2 inch thick, 3/4 pound density fiberglass insulation with aluminum foil vapor barrier or closed cell rubber insulation.

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2.5 KITCHEN HOOD EXHAUST DUCTWORK

A. Refer to Kitchen Hood specifications section.

2.6 INSULATION BANDS

A. All pipe insulation shall be banded with nylon tie-wrap bands, three to a section, and with one band on each side of each fitting, valve, etc.

2.7 FLANGES, VALVES AND FITTINGS

A. All flanges, valves and fittings shall be insulated with fabricated fiberglass molded fitting insulation, using factory fabricated fittings up to 3 inches and fabricated mitered segments of pipe insulation equal in thickness to the insulation to the adjoining pipe. All fabricated mitered segments shall be covered with matching embossed vapor barrier laminate.

PART 3 - INSTALLATION

3.1 Provide clearance for installation of insulation and for access to valves, air vents, drains and unions.

A. Insulation Installation:

1. Do not install covering before piping has been tested and approved.
2. Ensure piping surface is clean and dry prior to installation.
3. Ensure insulation is dry before and during application.
4. Insulation shall be continuous through walls, floors and ceiling. Pack around pipes with fire proof self-supporting insulation material, fully sealed.
5. Insulate fittings and valves. The end of the insulation shall be fitted with a metal escutcheon plate with set screw or taped neatly with pressure sensitive fiberglass reinforcing cloth.
6. All joints shall be sealed with 3 inch wide fiberglass reinforcing cloth with pressure sensitive adhesive.
7. Pipe insulation at Hangers and Supports: Pipe insulation at hanger and support shall be protected with a half circular shield of the size of the insulation and 12 inches long constructed from 20 gauge galvanized steel. The shield shall be held in place with the fiberglass reinforcing cloth and pressure sensitive adhesive. Where pipes pass through walls, ceiling and floor in finished areas, escutcheon plates shall be installed to encompass

pipe and insulation. Escutcheon plates shall be chromed brass or stainless steel and shall be either solid or the clamp on split type.

8. Painting of fiberglass pipe jacket is not required. Piping shall be painted colors as standard in this facility.

END OF SECTION 23 07 00

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SECTION 23 09 00 - TEMPERATURE CONTROLS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. Refer to Section 23 05 00, Section 23 05 03, Section 23 30 00 and Section 23 70 00, provisions of which apply to work under this Section.

B. All control systems shall be furnished complete and functioning.

C. Coordinate all control work with the mechanical and electrical contractors. Contact the Test and Balance Contractor and notify them as to when controls work shall be installed. Test and Balance controller shall verify controls systems installation and proper operations.

1.2 DESCRIPTION OF WORK

A. Provide a complete system of "hard-wired" automatic controls (wireless unacceptable) as indicated herein. Control system shall consist of all thermostats, sensors, actuators, operators, wiring, switches, relays and control panels necessary to accomplish the control sequence specified herein.

1.3 RELATED WORK IN OTHER SECTIONS

A. For extent of power wiring and connection to mechanical equipment under Electrical Work, refer to Division 26.

B. For control devices furnished with equipment, refer to equipment specifications and schedules. Any controls equipment not specifically called for elsewhere shall be provided by controls contractor. All control wiring shall be done by controls contractor.

C. All power for control devices such as actuators, operators, fire/smoke dampers, control dampers, etc. shall be furnished, installed and wired by the Controls Contractor. Controls Contractor may use 24 VAC or 120 VAC for the control system. The controls contractor shall be responsible for obtaining the necessary power and pay all costs associated with obtaining power to controls and controls equipment.

D. All interior control wiring shall be installed in galvanized EMT conduit. The last 6 inches at connection to equipment shall be flexible metal conduit. All control wiring on exterior of building shall be in Seal-Tite conduit and/ or Liquid Tight flexible conduit.

E. All control wiring shall be furnished and installed by this contractor.

1.4 SERVICE

A. Installing Contractor (Mechanical Contractor or subcontractor under the Mechanical Contractor) shall maintain adequate automatic control personnel on his payroll to provide back-up project control service on the automatic control system provided under this contract.

1.5 WARRANTY

A. Contractor shall warranty all work performed under this contract to be free of any defects in workmanship or material for a period of one year after final acceptance by the Owner's representative. The installing controls contractor shall include a second year of extended warranty to cover all parts and labor. The warranty and extended warranty shall include quarterly calibration and set-up checks of all controls. THIS WARRANTY DOES NOT START ON DATE THAT THE MECHANICAL EQUIPMENT IS STARTED.

1.6 SUBMITTAL

A. Submit shop drawings and product data sheets indicating configuration, general assembly, and materials used in fabrication.

B. Submit manufacturer's installation instructions. Instructions shall include complete wiring diagrams drawn specifically for this project.

1.7 OPERATION AND MAINTENANCE

A. Include manufacturer's descriptive literature, operating instructions, and maintenance data.

1.8 QUALITY ASSURANCE

A. Manufacturer shall be a company specializing in products of the type specified in this section. All components shall be Class A quality commercial or industrial grade for installation in locations or environments shown on plans.

1.9 SYSTEM RESPONSIBILITY

A. The entire control system, shall be furnished by a single source manufacturer who shall be responsible for the entire system. The installations shall be by technicians employed by the controls system manufacturer.

PART 2 - PRODUCTS

2.1 FIRESTATS AND SMOKE DETECTORS

A. Duct smoke detectors shall be furnished and installed by mechanical contractor. Install a smoke detector in the supply air section/duct and return air section/ duct of each unit delivering over 2000 cfm to stop the fan and close the outside air dampers in the event of excessive temperature or smoke. Firestats to be provided in the return air units of all units over 600 cfm.

B. Smoke detectors shall be addressable and compatible with the fire alarm system.

C. Where and when the building does not have a fire alarm system, provide a remote annunciator with remote reset for each detector.

D. All smoke detectors shall have remote reset.

2.2 TEMPERATURE CONTROLLER

A. Refer to Section 23 70 00, Packaged Outside Air Unit for controller.

2.3 WIRING

A. Factory mount and wire controls. Mount electrical components in control box with removable cover. Provide clearance for access to controls (36 inch clearance).

B. Provide terminal strip(s) for field wiring of thermostat, communications and power source. DO NOT USE WIRE NUTS IN JUNCTION BOX.

C. All wiring shall comply with local and national electric codes and the manufacturer's published installation manual.

D. Provide terminal strip(s) for field wiring of air conditioning unit input connections, duct temperature sensor, velocity sensor, static pressure sensor, communications, start/stop devices, VFD controls, time clock, bypass damper motor and power wiring, etc. Do not use wire nuts on loose wire. All wire shall be in conduit, flexible conduit or wiring harness.

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PART 3 - EXECUTION

3.1 INSTALLATION

A. Division 26, ELECTRICAL, shall be responsible for point to point wiring of all starters and starting switches not factory installed in the HVAC equipment.
B. Install all components of control systems under this Section using experienced control mechanics, all in the regular employ of the Installing Contractor, or the apparatus manufacturer.

3.2 WIRING

A. Install all control, pilot circuit and interlock wiring, including wiring through interposed safety or other auxiliary control devices within the confines of the mechanical equipment only. Wiring of thermostats shall be by the Mechanical Contractor.

B. All wiring shall conform to the Local and National Electrical Codes.

C. All control and interlock wiring shall be fused at conductor capacity as shown in the National Electrical Code.

D. No splices will be allowed except at junction boxes and control centers.

E. All wires to each control device must be different colors. All wires to each device must be laced or tied at point of entry into control panel and tagged as to its point of origin.

F. All wires shall be run directly from controller or controlled device to control center. There shall be no looping of wires from one device to another external to the control centers.

G. Control voltage shall be a maximum of 120-volt, unless otherwise indicated herein.

H. Control or interlock wiring shall not be run in conduit with any power wiring other than that serving the equipment controlled.

I. Refer to Division 26, ELECTRICAL, for extent of work under that Division. Provide other wiring systems required to accomplish the work of this Section, following requirements of Division 26 for products and execution.

J. Wiring connection to terminal posts shall be made by means of compression type lugs. Wire splices shall be made with sketch locks.

K. Safety devices in motor control circuits shall be wired to interrupt the holding coil circuit regardless of the position of any selector switches in the circuit.

L. Control circuit conductors shall be sized for a maximum voltage drop of 10 percent of the circuit voltage.

M. All electrical power wiring shall conform in all respects with the provisions of the National Electrical Code and Division 26, ELECTRICAL, of the Specifications.

N. Provide all necessary contactors, switches, transformers to accomplish operating sequences.

3.3 SYSTEM CHECK-OUT

A. Check-out each system for control function through entire sequence, check calibration of instruments, reset instruments control points.

B. Owner maintenance personnel shall be made thoroughly familiar, by the contractor, with the operation and service of the project automatic temperature control circuits.

3.4 SOFTWARE FOR CONTROLS SYSTEMS

A. All software required for the operation of the temperature control system shall be furnished with the control system. The temperature controls manufacturer/contractor shall furnish the software plus two years of software updates.

B. The software shall be provided in original sealed packaging with all written/printed documentation to the Test and Balance Contractor for use in balancing the project. The temperature controls contractor shall turn the software over to the owner upon completion of the project.

END OF SECTION 23 09 00

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SECTION 23 28 13 - COMMERCIAL KITCHEN HOODS

PART 1 - GENERAL

1.1 GENERAL

A. The General Section the Mechanical Specification is a part of the Commercial Kitchen Hood Specification and applies same as if herein specified.

1.2 SCOPE OF WORK

A. Furnish and install all materials, labor, tools, equipment and working plans as required to install and place in operation the complete Kitchen Hood System.

1.3 WORK INCLUDED

A. The work shall include but not be limited to the following:

1. All exhaust/make-up air ductwork
2. Fan packages
3. Kitchen hoods (Existing)
4. Insulation and controls

1.4 PLANS AND DIAGRAM

A. Working plans (drawings) shall be prepared by the contractor before commencing hood installation. The working drawings (plans) shall be detailed and submitted by the contractor to the following for approval:

    1. State Fire Marshal/AHJ

B. Drawings must first be submitted to the Mechanical Engineer (POR) for approval. POR will then forward the plans to the State Fire Marshal/AHJ. Drawings must be submitted in conjunction with hood Fire Suppression Drawings. Refer to the State Fire Marshal's website for all fees, checklists, forms and requirements for submittal.

1.5 PERMITS, INSPECTIONS AND TESTS

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A. All permits, fees, etc., for the installation, inspection, review or construction of the work which are required by any authority and/or agencies having jurisdiction, shall be obtained and paid for by the contractor.
B. All inspections, examinations and tests required shall be arranged and paid for by the contractor as necessary to obtain complete and final acceptance.

PART 2 - MATERIALS

2.1 KITCHEN HOOD EXHAUST DUCTWORK

A. All kitchen hood exhaust ductwork shall be constructed of 16 gauge black iron with weld seams and joints. All seams and joints shall be liquid tight. All construction of ductwork shall be in compliance with NFPA 96.

B. Cover the kitchen exhaust with a flexible wrap system listed and labeled (labeling on scrim shall include product name and certification mark) by a NRTL, Nationally Recognized Testing Laboratory. System shall be tested per internal fire test ASTM E 2336 and per ASTM E 119 engulfment test and achieve a 2 hour fire resistance rating. Wrap system shall be fully encapsulated to resist moisture absorption. System shall provide zero clearance to combustible protection at all locations on the system surface. Access doors shall be installed per the manufacturer's instructions to comply with local code. A listed and labeled firestop system must be available to seal the opening where the protected grease duct penetrates a fire rated floor or wall. The field applied grease duct enclosure system must be mechanically attached to the duct using steel banding and/or weld pins per manufacturer's instructions. System shall be NFPA 96 approved. Material shall be Unifrax FryeWrap® Elite® 1.5 3M Fire Barrier 615+ or prior approved equivalent.

2.2 KITCHEN HOOD FAN PACKAGE

A. Provide roof top pre-engineered exhaust and supply fan package(s) in sizes and quantities as shown on plans. The fan packages shall be a complete system manufactured and assembled by Greenheck, (Accurex), Captive-Aire and Loren Cook or prior approved equal.

B. Paragraph deleted in it's entirety.

C. The supply fan unit shall be of the belt-driven, double width, double inlet, forward curved centrifugal blower type. The blower assembly shall be mounted on vibration isolators. Drives shall be sized for a minimum of 165 percent of driven horsepower. All exterior housing components of the supply unit shall be constructed of minimum 18 gauge galvanized steel, painted with a weatherproof finish that has been baked for durability. Heavy gauge adjustable angle iron support legs shall be furnished as required. The inlet of the unit shall contain bird screen and a bank of washable, removable air filters. Filters shall

be of 1 inch aluminum mesh type, coated with filter adhesive compound and shall be U.L. Classified. The total fan package shall be furnished with a pre-wired control center which shall include, but not be limited to, a master-fused disconnect for main power. Connection, magnetic motor starters with thermal overloads and manual reset, fused 24-volt control transformer and distribution terminal strip for control wiring connection. All electrical components shall be U.L. Listed, Approved or Classified where applicable and wired in compliance with the National Electrical Code. Wiring shall be complete, requiring only one-point field connection for power service (exception: electric heater) and one-point field connection for low-voltage control harness.

D. Furnish motorized backdraft damper as integral part of supply unit. Damper unit shall open upon energization of supply fan and close upon shut-off of supply fan.

E. Furnish pre-fabricated roof curbs constructed of minimum 18 gauge galvanized steel with integral wood nailer, run-off cant and 1 inch rigid insulation. Provide curb extensions as required for exhaust fan to meet N.F.P.A. requirements for discharge height.

2.3 KITCHEN HOOD

A. Kitchen exhaust hoods are existing. Installation of existing hoods shall be by Mechanical Contractor. Furnish all hangers and stainless steel wrappers for a complete installation.

B. Back supply plenum shall be furnished and installed by the Mechanical Contractor. Plenum shall be 6 inches deep and shall extend the entire length of the hood discharging above the floor. Plenum shall be stainless steel, constructed to meet the proper clearance to limited combustibles per NFPA.

C. Contractor shall submit hood shop drawings along with hood suppression system for submittal to the Fire Marshal. Contractor shall obtain a copy of the required checklist for all requirements and shall pay all fees required.

2.4 FIRE PROTECTION SYSTEM - KITCHEN HOODS

A. GENERAL

1. The General Section of the Mechanical Specifications is a part of the Fire Protection System Specification and applies same as if herein included.

B. SCOPE OF WORK

1. Furnish all materials, labor, tools, equipment and working plans to install and place in operation the complete Hood Fire Protection System for the kitchen

hood as herein specified. The contractor shall be responsible for preparing the plans, calculations, fees and Fire Marshal review of the system layout.

C. WORK INCLUDED

1. The work shall include providing hood fire protection system and shall include but not be limited to the following: all piping and fittings; automatic systems; alarm system; testing and approval; and service fees and installation cost.

D. PLAN AND DIAGRAM

1. Working plans (drawings) shall be prepared by the contractor before commencing fire protection installation. The working drawings (plans) shall be detailed and submitted by the contractor to the following for approval:

a. State Fire Marshal.

E. HOOD FIRE PROTECTION SYSTEM

1. Furnish and install a fire protection system for the commercial type cooking hood as listed in these specs. The system shall be installed to meet the requirements of NFPA 96, NFPA 17A and UL 300. The Installing Contractor shall also prepare shop drawings for submittal to the State Fire Marshal for review. The Installing Contractor shall be responsible for paying all fees required for submittal to the state and local review agencies. The system shall be installed by all licensed hood fire protection contractor. The Installing Contractor shall be responsible for providing all certificates for Owner's records. The Installing Contractor shall make two (2) inspections of the system during the first year after acceptance by the Owner.
2. The fire protection system shall utilize a wet type fire suppression agent. The liquid

agent shall be a potassium carbonate-based solution designed to suppress fires by its saponifying and cooling effects. The agent shall not require periodic replacement. For rapid fire knockdown, the agent shall have an expansion ratio of approximately 2200 to 1. It shall not have an adverse effect on stainless steel appliance, hoods and ducts.
3. The cylinder shall be manufactured and tested in accordance with DOT specifications. It shall be under coated with zinc chromate or red oxide and over coated with white high gloss enamel. The cylinder shall be pressurized to 175 psi to ensure rapid discharge at temperatures as low as 1 degree Fahrenheit. A highly polished metal enclosure shall be provided to conceal the cylinder.
4. The valve shall be heavy duty forged brass, chrome-plated. It shall incorporate an oil-filled bourdon tube gauge to indicate cylinder pressure.
5. The nozzles shall be heavy duty brass, chrome-plated. It shall incorporate a stainless steel strainer to remove scale and foreign matter from pipe or stainless steel tubing. A pure tin foil seal shall protect the nozzle orifice from grease build up. This seal shall be kept tightly in position by a threaded nut to ensure its permanence through the continuous heating-cooling cycle.

6. The system shall be designed for automatic operation with provision for remote and/or local manual control(s). Automatic operation shall be initiated by fusible metallic links, glass bulb links, or electric detectors. The links and glass bulbs are to be utilized with stainless steel cable and corner pulleys employing stainless steel ball bearings. All cable and wiring shall be enclosed in conduit. Where used, the electric detectors are to be utilized with a control panel and an electro-thermal link that are UL listed for use with the system. All electrical work shall comply with the National Electric Code.
7. Where gas-fired appliances exist, a gas shut-off valve of either the mechanical or electrical type shall be automatically closed upon system actuation. The mechanical type shall be shut-off though the mechanical actuator or a pneumatic release installed in the discharge line. The electric type shall be wired through a manual reset relay to either micro-switch or pressure switch wired through a magnetic contactor. All work shall comply with the National Electric Code.
8. Pipe shall be black steel, stainless steel, or brass standard weight (Schedule 40). Fittings shall be malleable, ductile, or cast iron, steel, stainless steel, or brass and may be standard weight. Stainless steel tubing incorporating bends or stainless steel fittings may also be used. Fittings may be chrome-plated and piping chromeplated or sleeved. All pipe runs shall be rigidly secured with suitable straps or hangers. Wherever possible, multiple cylinder systems shall be manifolded to minimize pipe.
9. The system shall be installed by an authorized factory trained contractor. The Installing Contractor shall visit the project to take all field measurements and verify the conditions. The Installing Contractor shall acquire and submit all plans, permits and approvals necessary for proper installation and final acceptance. Upon completion, the Installing Contractor shall conduct any and all tests required. The installation shall comply with the manufacturer's installation manual, Underwriters Laboratories listing, National Fire Protection Association Pamphlets 96 and 17A and all applicable regulatory and insurance requirements.

PART 3 - INSTALLATION

3.1 DUCTS

A. Refer to specification section 23 30 00 for any additional comments regarding general duct construction or layout.

PART 4 - EXECUTION

4.1 INSTALLATION

A. The Installing Contractor shall install to meet the manufacturer's instructions.

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END OF SECTION 23 28 13

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SECTION 23 30 00 - AIR DISTRIBUTION

PART 1 - GENERAL

1.1 GENERAL

A. Furnish and install all ducts for Air Conditioning, Heating, and Ventilating Systems as shown on the plans and as may be required to provide complete system. Ductwork shall be complete with grilles, vanes, flashings, hangers, flexible connections, splitters, manual dampers, fresh air inlets, louvers, reinforcing angles, etc. All ductwork shall be concealed and insulated as hereinafter specified.

1.2 COORDINATION

A. The General Contractor and Mechanical Contractor shall coordinate the space clearances required for ductwork with the structure, ceilings, lights, sprinklers, etc. In some cases, due to space limitations, it may be necessary to re-size ductwork to meet the conditions of the project. Any re-sizing required shall be part of this project and done without any additional cost to the project. DO NOT MAKE DUCTWORK WITHOUT COORDINATION.

1.3 DUCTWORK SHOP DRAWINGS

A. The Mechanical Contractor/ Sheetmetal Contractor shall prepare complete sheetmetal ductwork shop drawings showing coordination with all trades on the project. The shop drawings shall show all offsets, transitions, size changes to resolve conflict, dampers, fire dampers, grilles, air units, etc. These shop drawings shall be submitted prior to starting work and ductwork fabrication.

1.4 Sealing or flashing the building envelope due to penetrations in the building shall be the responsibility of the general contractor.

PART 2 - MATERIALS

2.1 DUCT HANGERS AND SUPPORTS

A. All ductwork shall be properly braced to prevent rattling, breathing, or other unnecessary noise. No sharp edges or obstructions shall project into air stream.

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2.2 LOW PRESSURE DUCTWORK

A. All ductwork shall be galvanized steel and shall be of gauges and construction as recommended by ASHRAE Guide and Data Book and SMACNA guidelines. Gauges are as follows with longest side governing.

Dimension of longest side Low Pressure Ductwork	Sheet Metal Gauge
0"-12"	26 gauge
13"-30"	24 gauge
31"-54"	22 gauge
55"-84"	20 gauge

B. Low pressure ductwork shall be all exhaust ducts, return air ducts, fresh air ducts and supply ducts.

C. Joints and reinforcing shall be as per ASHRAE Guide and Data Book and all slips shall be installed without edge of internal part of slip facing downstream.

D. Construction standard of Article 110, of the National Board of Fire Underwriters Bulletin 90, latest edition, shall apply throughout.

E. Flashings shall be of sheet copper and shall be furnished and installed around all outside openings used for ducts of fans and wherever required. Roof flashings shall extend at least 8 inches above roof.

F. All ducts shall be straight and true and installed in a neat and workmanlike manner.

G. All edges shall be straight and true and all bends shall be made with veined turns. Where long radius turns cannot be used, the contractor shall use square turns and use air splitters spaced not more than 3 inches center to center, and of a length so air will be properly distributed over ducts.

H. All ducts shown are metal to metal dimensions.

I. Mastic shall be applied to both male and female connections (all seams and joints) to make all duct joints air tight (applies to all ductwork; round or rectangular). Surplus mastic shall be removed. Tape and re-mastic joints if necessary. Mastic (hard-cast or equivalent duct sealer : tape not acceptable) shall be applied to the joints during assembly so that sealant is on all mating surfaces of the joint.

2.3 DUCT LINERS

A. Low pressure rectangular supply ductwork shall not be lined. All supply and return air ductwork shall be wrapped with same insulation as specified for round ductwork. Exhaust ductwork shall not be insulated. LINED DUCTWORK IS NOT PERMITTED IN THIS PROJECT. WRAP ALL DUCTWORK.

2.4 FILTERS--PRIMARY

A. Units shall be equipped with low velocity filter section with 30 percent efficient 2 inches thick pleated type (Continental air filters "cono pleat" FARR 3030, American Air Filter or equal) throwaway filters.

B. Provide and install one set of filters as called for in these Specifications for initial testing and start-up and another complete set upon completion of the project.

2.5 DUCT ACCESSORIES

A. Dampers of the fusible link operated type shall be provided in all ductwork passing through floor or fire walls.

B. Provide quadrant or adjustable splitters and mark shaft to give position of splitter damper in duct.

C. Provide vanes behind every supply grille or diffuser. Splitters shall be provided where shown on plans and where located in concealed non-accessible space provided Young Regulators to operate splitter. Vanes shall be Tuttle and Bailey "Ducturns", BarberColeman, Uniflo, or equivalent. Shop fabricated vanes will be acceptable. All dampers shall be constructed of 14 gauge steel.

2.6 REGISTERS, GRILLES AND DIFFUSERS

A. Ceiling supply outlets, unless otherwise indicated on plans shall be Titus, Price, Nailor, Metalaire or approved equal. Outlets shall be mounted tight to the construction, and shall have frame suitable for type of ceiling used unless otherwise noted.

B. Return air grilles shall be as manufactured by Titus, Price, Nailor, Metalaire or approved equivalent and shall be of style called for on plans.

C. All supply outlets shall have sponge rubber gaskets.

D. All grilles, diffusers, and registers shall be of sizes indicated on plans or scheduled on drawings.

E. Unless otherwise shown on drawings, all grilles installed in the ceiling shall be furnished with white baked-on enamel finish.

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

2.7 FIRE DAMPERS

A. Furnish and install, at locations shown on plans, fire dampers constructed and tested in accordance with UL Safety Standard 555. Each fire damper shall have a 1-1/2 hour fire protection rating, 212 degrees Fahrenheit fusible link, and shall include a UL label in accordance with established UL labeling procedures. Damper manufacturer's literature submitted for approval prior to installation shall include comprehensive performance data developed from testing in accordance with AMCA Standard 500 and shall illustrate pressure drops for all sizes of dampers required at all anticipated air flow rates. Fire dampers shall be equipped for vertical or horizontal installation as required by the location shown. Fire dampers shall be installed in wall and floor openings utilizing steel sleeves, angles, other materials, and practices required to provide an installation equivalent to that utilized by the manufacturer when dampers were tested at UL. Installation shall be in accordance with the damper manufacturer's instructions. Fire dampers shall be Ruskin type IBD, Arrow, Cesco, Pref-Co, or equal.

B. Fire dampers installed within 10 feet of the air handling unit or where velocities exceed 2000 fpm. Dampers shall be static type for systems with duct smoke detectors, dynamic for systems without duct detector fan shut down.

1. Furnish and install at locations within 10 feet of the air handling unit multi blade fire dampers constructed and tested in accordance with UL safety standard 555 (dynamic) that meet or exceed the following specifications:
   a. Frame shall be a minimum of 16 gauge galvanized (1.52) steel formed into a structural hat and tabbed with tabbed corners for reinforcement. The blades shall be air foil-shaped double skin with 14 gauge (1.90) equivalent thickness.
   Bearing shall be stainless steel sleeve turning in an extruded hole in the frame.
   b. Each fire damper shall have a 1-1/2 hour fire protected rating, 212 degree fusible link and shall include a UL label in accordance with established labeling procedure.
   c. Damper manufacturers' literature submitted for approval prior to installation shall include comprehensive performance data developed from testing in accordance with the UL 555 standard.
   d. Fire dampers shall have been tested to close under dynamic air flow conditions with pressures up to 4 inches w.g. and to 4,000 fpm air velocity.
   e. Fire dampers shall be equipped for vertical or horizontal installation as required by location shown.
   f. Fire dampers shall be installed in a wall or floor opening using steel sleeves, angles and other materials and practices required to provide an installation equivalent used by manufacturer when damper was tested at UL. Installation shall be in accordance with the damper manufacturers' instructions.

C. Fire dampers installed beyond 10 feet of the air handling unit and where velocities are under 2000 fpm.

1. Furnish and install at locations shown on plan fire dampers constructed and tested in accordance with UL safety standard 555.
   a. Fire dampers shall have been tested to close under dynamic air flow conditions
   and be labeled as a dynamic fire damper (static fire dampers are not allowed).
   b. Each fire damper shall have a 1-1/2 hour fire protected rating, 212 degree fusible link and shall include a UL label in this specification accordance with UL 555 standards, and a dynamic label that shall illustrate maximum allowable cfm at 8 inches static pressure for in-duct mounted and maximum allowable cfm at 8 inches static pressure for in-duct mounted and maximum allowable at 4 inches static pressure for un-ducted, in-wall mounting.
   c. Fire dampers shall be equipped for vertical or horizontal installation as required by location shown.
   d. Fire dampers shall be installed in wall and floor openings using steel sleeves, angles and other materials and practices required to provide an installation equivalent to that used by the manufacturer when dampers were tested at UL. Installation shall be in accordance with damper manufacturers' instructions.

D. Round fire dampers: All systems with pressures to 6 inches w.q. and velocities to 4000 fpm.

1. Furnish and install at locations shown on plans, or as described in schedules, round fire dampers meeting or exceeding the following specifications.
   a. Frame shall be a minimum of 20 gauge galvanized steel and blade shall be two
   piece equivalent to 14 gauge minimum galvanized. Bearings shall be stainless steel sleeve with grooves to receive the 20 gauge retaining plate for damper mounting.
   b. Each round fire damper shall be 1-1/2 hour fire rated under UL standard 555, and bear a UL label attesting to same.
   c. Each round fire damper shall be equipped with a Fuse Link which shall activate at (specifier select one) 165 degrees, 212 degrees, causing damper to close in a locked position.
   d. Manufacturer must provide UL installation instructions for both masonry walls and metal stud drywall partitions.

2.8 PRE-INSULATED FLEXIBLE DUCT

A. Flexible duct shall be rated for a maximum pressure of 16 inches (4-10 inches I.D.) or 10 inches (12-16 inches I.D.) water column positive pressure and 2 inches water column maximum negative pressure and 6000 FPM maximum velocity and listed by Underwriters Laboratories, Inc. under UL Standard 181 as a Class 1 air duct complying with NFPA Standards 90A and 90B. Flexible air duct shall be factory-made and composed of an inner duct of woven and coated fiber glass fabric providing an air seal

and permanently bonded to coated steel wire helix, a fiber glass insulating blanket with minimum R-8.0 value (minimum 2 inch thickness) and low permeability outer vapor barrier of fiberglass reinforced metalized film laminate. Flexible air ducts shall be Thermaflex Everclean or Flexmaster type 4M with minimum R-8.0 insulation to meet ASHRAE 90.1 energy code. Maximum installed length shall not exceed 3 feet-0 inches without approval.

PART 3 - INSTALLATION

3.1 DUCTS

A. Ductwork shall be constructed and installed as follows:

1. Straight and smooth on inside with joints neatly finished unless otherwise directed.
2. Duct panels through 48 inch dimension having acoustic duct liner need not be crossbroken or beaded.
3. Crossbreak unlined ducts and duct panels larger than 48 inches or bead 12 inches on center.
4. Securely anchor ducts to building structure with specified duct hangers attached with screws.
5. Brace and install ducts so they shall be free of vibration under all conditions of operation.
6. Ducts shall not bear on the top of structural member.
7. Make duct take-offs to branches, registers, grilles, and diffusers as detailed on Drawings.
8. Properly flash where ducts protrude above roof.
9. Install internal ends of slip joints in direction of flow. Make joints air tight using specified duct sealer.

B. Install flexible duct connections to each air handling unit.

C. Provide each take-off with an adjustable volume damper to balance that branch.

1. Anchor dampers securely to duct.
2. Install dampers in main ducts within insulation.
3. Dampers in branch ducts shall fit against sheet metal walls, bottom and top of duct, and be securely fastened.
4. Where concealed ceiling damper regulators are installed, provide a cover plate.

D. Install grilles, registers, and diffusers.

3.2 AIR TURNS

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BEAUMONT, TEXAS

A. Permanently installed, consisting of curved metal blades or vanes arranged to permit air to make abrupt turn without appreciable turbulence, in elbows of supply and above ground return ductwork.

B. Air turns shall be quiet and free from vibration when system is in operation.

END OF SECTION 23 30 00

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

SECTION 23 70 00 - AIR CONDITIONING

PART 1 - GENERAL

1.1 DESCRIPTION

A. The Air Conditioning System, in general, shall be for the entire building providing cooling and dehumidification in summer and heating in winter. A constant amount of fresh air shall be taken into the system and all air shall be filtered.

B. The General Contractor (Prime Contractor) who has the contracts with the Owner shall be responsible for installing the mechanical systems using qualified subcontractors and/or employees. Any incorrect or improper work shall be corrected by the General Contractor.

C. The General Contractor shall be the sole source responsible party to furnish and install the mechanical system. General Contractor shall be properly licensed to perform this work.

1.2 STANDARDS

A. All air conditioning equipment shall comply with the requirements of applicable ARI standards and shall be tested, rated, labeled, and listed accordingly.

1.3 SPACE REQUIREMENTS

A. General Contractor and Mechanical Contractor shall refer to architectural, structural and electrical drawings and install all equipment, piping, etc. to meet building and space requirements. No equipment shall be bid on or submitted for approval if it will not fit into the space provided or coordinate with other trades involved on the project.

1.4 COMPRESSOR WARRANTIES

A. On all packaged and/or split system DX equipment 6 tons and larger, the manufacturer shall provide a full 5 year labor and material warranty for any and all compressor failures during the warranty period. This warranty is for labor, materials and refrigerant for the compressor replacement.

B. The manufacturer shall warranty all parts, labor and refrigerant systems on the entire unit for the warranty period. In addition, annually, the manufacturer's service technicians shall make a warranty check inspection of the unit with report to the Owner. This warranty shall not include any equipment maintenance; all equipment maintenance is the responsibility of the Owner. The manufacturer shall have full access to the units during the construction period.

C. If a longer warranty period is required elsewhere in these specs, the longer warranty period shall apply.

PART 2 - MATERIALS

2.1 PIPING

A. All piping shall be of materials as hereinbefore specified.

2.2 PACKAGED OUTSIDE AIR UNIT (100% OUTSIDE AIR)

A. Packaged air-cooled condenser units shall be certified in accordance with ANSI/AHRI Standard 340/360 performance rating of commercial and industrial unitary airconditioning and heat pump equipment.

1. Unit shall be certified in accordance with UL Standard 1995/CSA C22.2 No. 236, Safety Standard for Heating and Cooling Equipment.
2. Unit and refrigeration system shall comply with ASHRAE 15, Safety Standard for Mechanical Refrigeration.
3. Unit shall be certified in accordance with ANSI Z21.47b/CSA 2.3b and ANSI Z83.8/CSA 2.6, Safety Standard Gas-Fired Furnaces.
4. Unit Energy Efficiency Ratio (EER) shall be equal to or greater that prescribed by ASHRAE 90.1, Energy Efficient Design of New Buildings except Low-Rise Residential Buildings.
5. Unit shall be safety certified by ETL and ETL US listed. Unit nameplate shall include the ETL/ETL Canada label.
6. Unit shall be approved for use in and outside High Velocity Hurricane Zones (HVHZ) by the Florida Building Code (FL# 15031), when using the required steel rooftop curb and attachment methods. Maximum allowable lateral wind pressure is +100psf/-100psf. Maximum allowable uplift is +50psf/-50psf. Positive and negative required design pressures calculated for use with this system shall be determined by others on a job specific basis, in accordance with the governing code. Site specific pressures shall be less than or equal to the listed positive or negative allowable lateral wind design pressure and allowable uplift values for the product.

B. Manufacturer shall provide a limited "parts only" warranty for a period of 24 months from the date of equipment startup or 30 months from the date of original equipment shipment from the factory, whichever is less. Warranty shall cover material and workmanship that prove defective, within the specified warranty period, provided manufacturer's written instructions for Installation, Operation, and maintenance have been followed. Warranty excludes parts associated with routine maintenance, such as belts and filters.

C. Products shall be provided by the following manufacturers:

1. AAON, Addison or approved Equal

2. Substitute equipment may be considered for approval that includes at a minimum:

a. R-410A refrigerant
b. Variable capacity compressor with 10-100% capacity control
c. Direct drive supply fans
d. Double wall cabinet construction
e. Insulation with a minimum R-value of 13
f. Stainless steel drain pans
g. Hinged access doors with lockable handles
h. All other provisions of the specifications must be satisfactorily addressed

D. General Description

1. Packaged rooftop unit shall include compressors, evaporator coils, filters, supply fans, dampers, air-cooled condenser coils, condenser fans, reheat coil, gas heaters, and unit controls.
2. Unit shall be factory assembled and tested including leak testing of the DX coils, pressure testing of the refrigeration circuit, and run testing of the completed unit. Run test report shall be supplied with the unit in the service compartment's literature pocket.
3. Unit shall have decals and tags to indicate lifting and rigging, service areas and caution areas for safety and to assist service personnel.
4. Unit components shall be labeled, including refrigeration system components and electrical and controls components.
5. Estimated sound power levels (dB) shall be shown on the unit ratings sheet.
6. Installation, Operation, and Maintenance manual shall be supplied within the unit.
7. Laminated color-coded wiring diagram shall match factory installed wiring and shall be affixed to the interior of the control compartment's hinged access door.
8. Unit nameplate shall be provided in two locations on the unit, affixed to the exterior of the unit and affixed to the interior of the control compartment's hinged access door.

E. Construction

1. All cabinet walls, access doors, and roof shall be fabricated of double wall, impact resistant, rigid polyurethane foam panels.
2. Unit insulation shall have a minimum thermal resistance R-value of 13. Foam insulation shall have a minimum density of 2 pounds/cubic foot and shall be tested in accordance with ASTM D1929-11 for a minimum flash ignition temperature of 610°F.
3. Unit construction shall be double wall with G90 galvanized steel on both sides and a thermal break. Double wall construction with a thermal break prevents moisture accumulation on the insulation, provides a cleanable interior, prevents heat transfer through the panel, and prevents exterior condensation on the panel.

4. Unit shall be designed to reduce air leakage and infiltration through the cabinet. Cabinet leakage shall not exceed 1% of total airflow when tested at 3 times the minimum external static pressure provided in AHRI Standard 340/360. Panel deflection shall not exceed L/240 ratio at 125% of design static pressure, at a maximum 8 inches of positive or negative static pressure, to reduce air leakage. Deflection shall be measured at the midpoint of the panel height and width. Continuous sealing shall be included between panels and between access doors and openings to reduce air leakage. Piping and electrical conduit through cabinet panels shall include sealing to reduce air leakage.
5. Roof of the air tunnel shall be sloped to provide complete drainage. Cabinet shall have rain break overhangs above access doors.
6. Access to filters, dampers, cooling coils, reheat coil, heaters, compressors, and electrical and controls components shall be through hinged access doors with quarter turn, zinc cast, lockable handles. Full length stainless steel piano hinges shall be included on the doors.
7. Exterior paint finish shall be capable of withstanding at least 2,500 hours, with no visible corrosive effects, when tested in a salt spray and fog atmosphere in accordance with ASTM B 117-95 test procedure.
8. Units with cooling coils shall include double sloped 304 stainless steel drain pans.
9. Unit shall be provided with base discharge and return air openings. All openings through the base pan of the unit shall have upturned flanges of at least 1/2 inch in height around the opening.
10. Unit shall include lifting lugs on the top of the unit.
11. Unit base pan shall be provided with 1/2 inch thick foam insulation.

F. Electrical

1. Unit shall be provided with factory installed and factory wired, fused disconnect switch.
2. Unit shall be provided with a factory installed and factory wired 115V, 13 amp GFI outlet disconnect switch in the unit control panel.

G. Supply Fans

1. Unit shall include direct drive, unhoused, backward curved, plenum supply fans.
2. Blowers and motors shall be dynamically balance and mounted on rubber isolators.
3. Motors shall be premium efficiency ODP with ball bearings rated for 200,000 hours service with external lubrication points.
4. Variable frequency drives shall be factory wired and mounted in the unit. Fan motors shall be premium efficiency.

H. Cooling Coils

1. Evaporator Coils
   a. Coils shall be designed for use with R-410A refrigerant and constructed of copper tubes with aluminum fins mechanically bonded to the tubes and galvanized steel end casings. Fin design shall be sine wave rippled.
   b. Coils shall have interlaced circuitry and shall be 6 row high capacity.

c. Coils shall be hydrogen or helium leak tested.
d. Coils shall be furnished with factory installed expansion valves.

I. Refrigeration System

1. Unit shall be factory charged with R-410A refrigerant.
2. Compressors shall be scroll type with thermal overload protection and carry a 10 year non-prorated warranty, from the date of original equipment shipment from the factory.
3. Compressors shall be mounted in an isolated service compartment which can be

accessed without affecting unit operation. Lockable hinged compressor access doors shall be fabricated of double wall, rigid polyurethane foam injected panels to prevent the transmission of noise outside the cabinet.

4. Compressors shall be isolated from the base pan with the compressor manufacturer's recommended rubber vibration isolators, to reduce any transmission of noise from the compressors into the building area.
5. Each refrigeration circuit shall be equipped with expansion valve type refrigerant flow control.
6. Each refrigeration circuit shall be equipped with automatic reset low pressure and manual reset high pressure refrigerant safety controls, Schrader type service fittings on both the high pressure and low pressure sides and a factory installed replaceable core liquid line filter driers.
7. Unit shall include a variable capacity scroll compressor on the lead refrigeration circuit which shall be capable of modulation from 10-100% of its capacity.
8. Lead refrigeration circuit shall be provided with hot gas reheat coil, modulating valves, electronic controller, supply air temperature sensor and a control signal terminal which allow the unit to have a dehumidification mode of operation, which includes supply air temperature control to prevent supply air temperature swings and overcooling of the space.
9. Each refrigeration circuit shall be equipped with a liquid line sight glass.
10. Each refrigeration circuit shall be equipped with suction and discharge compressor isolation valves.

J. Condensers

1. Air-Cooled Condenser
   a. Condenser fans shall be a vertical discharge, axial flow, direct drive fans.
   b. Coils shall be designed for use with R-410A refrigerant. Coils shall be multipass and fabricated from aluminum microchannel tubes.
   c. Coils shall be designed for a minimum of 10°F of refrigerant sub-cooling.
   d. Coils shall be hydrogen or helium leak tested.
   e. Condenser fans shall be high efficiency electrically commutated motor driven with factory installed head pressure control module. Condenser airflow shall

continuously modulate based on head pressure and cooling operation shall be allowed down to 35°F with adjustable compressor lockout.

K. Gas Heating

1. Stainless steel heat exchanger furnace shall carry a 25 year non-prorated warranty, from the date of original equipment shipment from the factory.
2. Gas furnace shall consist of stainless steel heat exchangers with multiple concavities, an induced draft blower and an electronic pressure switch to lockout the gas valve until the combustion chamber is purged and combustion airflow is established.
3. Furnace shall include a gas ignition system consisting of an electronic igniter to a pilot system, which will be continuous when the heater is operating, but will shut off the pilot when heating is not required.
4. Unit shall include a single gas connection and have gas supply piping entrances in the unit base for through-the-curb gas piping and in the outside cabinet wall for across the roof gas piping.

5. Natural gas furnace shall be equipped with modulating gas valves, adjustable speed combustion blowers, stainless steel tubular heat exchangers, and electronic controller. Combustion blowers and gas valves shall be capable of modulation. Electronic controller includes a factory wired, field installed supply air temperature sensor. Sensor shall be field installed in the supply air ductwork. Supply air temperature setpoint shall be adjustable on the electronic controller within the controls compartment.

L. Filters

1. Unit shall include 2 inch thick, pleated panel filters with an ASHRAE efficiency of 30% and MERV rating of 8, upstream of the cooling coil.
2. Unit shall include 1 inch aluminum mesh pre filters upstream of the outside air opening.

M. Outside Air/Economizer

1. Unit shall include 100% motor operated outside air damper assembly constructed of extruded aluminum, hollow core, airfoil blades with rubber edge and end seals. Damper blades shall be gear driven and designed to have no more than 20 cfm of leakage per sq ft. at 4 in. w.g. air pressure differential across the damper. Low leakage dampers shall be Class 2 AMCA certified, in accordance with AMCA Standard 511. Damper assembly shall be controlled by spring return, 2 position actuator. Unit shall include outside air opening bird screen and outside air hood.

N. Controls

1. Factory Installed and Factory Provided Controller
   a. Unit controller shall be capable of controlling all features and options of the unit. Controller shall be factory installed in the unit controls compartment and factory tested. Controller shall be capable of standalone operation with unit configuration, setpoint adjustment, sensor status viewing, unit alarm viewing, and occupancy scheduling available without dependence on a building management system.
   b. Controller shall have an onboard clock and calendar functions that allow for occupancy scheduling.
   c. Controller shall include non-volatile memory to retain all programmed values without the use of a battery, in the event of a power failure.
   d. Makeup Air Controller
      1) Unit shall modulate cooling with constant airflow to meet ventilation outside air loads. Cooling capacity shall modulate based on supply air temperature.
      2) With modulating hot gas reheat, unit shall modulate cooling and hot gas reheat as efficiently as possible, to meet outside air humidity loads and prevent supply air temperature swings and overcooling of the space.

3) Unit shall modulate heating with constant airflow to meet ventilation outside air loads. Heating capacity shall modulate based on supply air temperature.

e. Unit configuration, setpoint adjustment, sensor status viewing, unit alarm viewing, and occupancy scheduling shall be accomplished with connection to interface module with LCD screen and input keypad, interface module with touch screen, or with connection to PC with free configuration software. Controller shall be capable of connection with other factory installed and factory provided unit controllers with individual unit configuration, setpoint adjustment, sensor status viewing, and occupancy scheduling available from a single unit. Connection between unit controllers shall be with a modular cable. Controller shall be capable of communicating and integrating with a LonWorks or BACnet network.

O. Curbs shall to be fully gasketed between the curb top and unit bottom with the curb providing full perimeter support, cross structure support and air seal for the unit. Curb gasket shall be furnished within the control compartment of the rooftop unit to be mounted on the curb immediately before mounting of the rooftop unit.

P. Installation, Operation, and Maintenance manual shall be supplied with the unit. Installing contractor shall install unit, including field installed components, in accordance with Installation, Operation, and Maintenance manual instructions. Start up and maintenance requirements shall be complied with to ensure safe and correct operation of the unit.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install air conditioning systems in accordance with Section 23 05 00.

B. Mount equipment complete with piping system, roof curbs and air distribution system, and provide for power connection.

C. Complete structural, mechanical, and electrical connections in accordance with manufacturer's installation instructions.

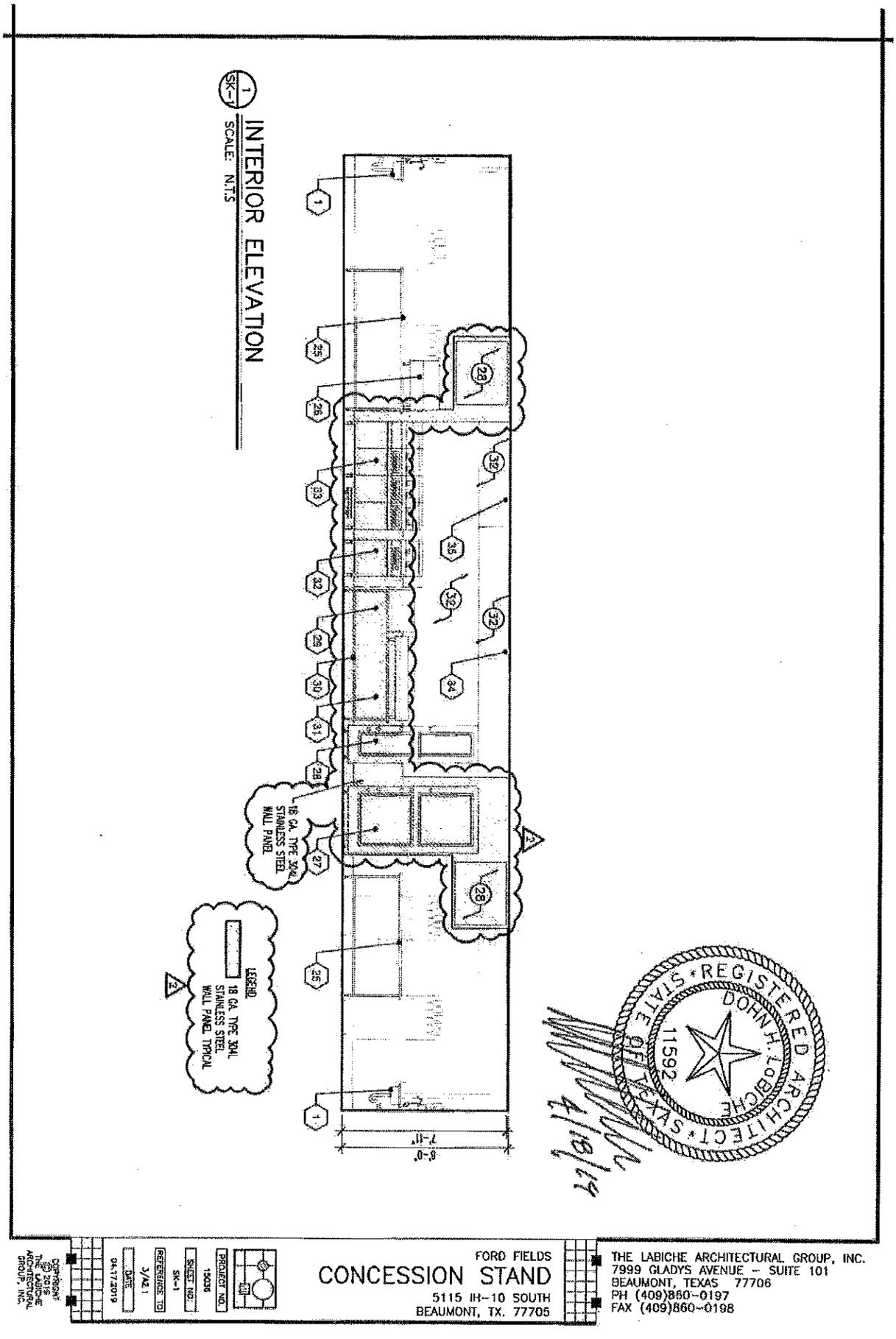
3.2 TESTING

A. Refrigerant lines shall be tested under 200 psi carbon dioxide pressure for 5 hours using soap suds at joints to test for leaks. Evacuate system and charge with refrigerant.

B. All line testing shall be witnessed by the Test and Balance Agency (TAB). TAB Agency shall record results and include in final TAB report.

FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

END OF SECTION 23 70 00



FORD FIELDS

CONCESSION STAND

5115 IH-10 SOUTH
BEAUMONT, TX. 77705

PROJECT NO. 15039
SHEET NO. SK-1
REFERENCE TO J/A2.1
DATE 04.17.2019

THE LABICHE ARCHITECTURAL GROUP, INC.
7999 GLADYS AVENUE - SUITE 101
BEAUMONT, TEXAS 77706
PH (409)860-0197
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THE LABICHE ARCHITECTURAL GROUP, INC.

The LaBiche
ARCHITECTURAL GROUP INC

Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

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Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

April 22, 2019

ADDENDUM NO. 3

#15036 – FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

The following changes, corrections and additions or deletions to the Drawings and Specifications are hereby made part of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the Bid Form

SPECIFICATIONS

LEGAL NOTICE, ADVERTISEMENT FOR INVITATION FOR BIDS

1. Bid Due Date Extension:

   Please note Bid Date has been changed from 11:00 am CDT Tuesday, April 23, 2019 to:

DUE DATE/TIME:	**11:00 AM CDT, Tuesday, May 7, 2019**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**
BID NAME:	**Ford Fields Concession Stand**
BID NO:	**IFB 19-021/JW**

REGISTERED ARCHITECT
DOHN H. LaBICHE
11592
STATE OF TEXAS

4/22/19

The LaBiche
ARCHITECTURAL GROUP INC

Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

April 30, 2019

ADDENDUM NO. 4

#15036 – FORD FIELDS CONCESSION STAND
BEAUMONT, TEXAS

The following changes, corrections and additions or deletions to the Drawings and Specifications are hereby made part of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the Bid Form

SPECIFICATIONS

GENERAL

1. None

SECTION 133419 – METAL BUILDING SYSTEMS

1. Part 2-Products, 2.1-A Manufacturers - Add #7 MBCI to the approved manufacturers list. PBU exposed fastener system panel shall be accepted for the walkway Metal Roof Panels.

DRAWINGS

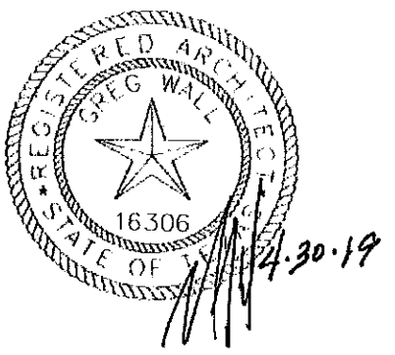
Sheet A3.0

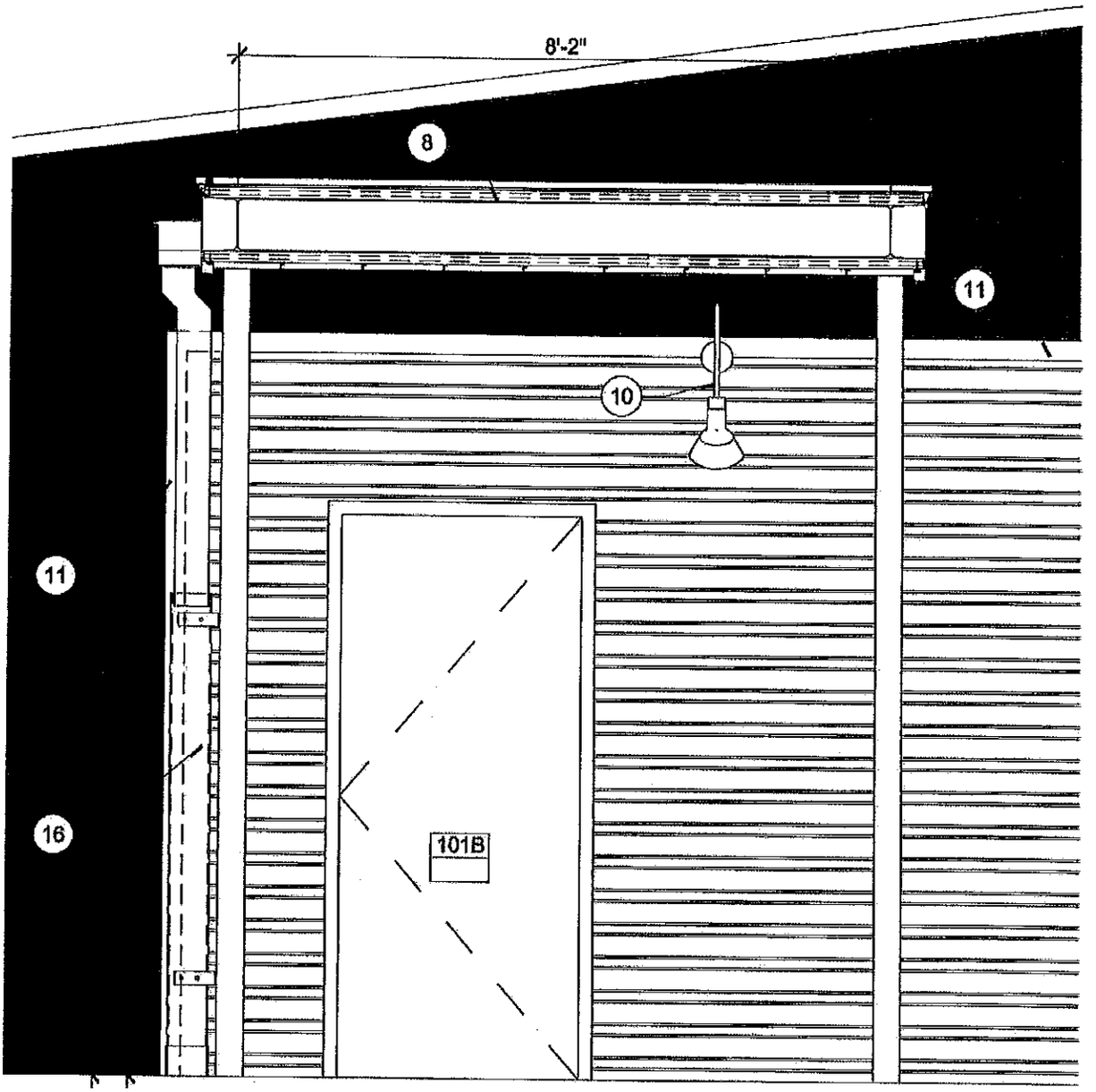
1. SK-2 shall be included on A3.0 as an enlarged section of the Covered Walkway shown on 4/A3.0

Sheet ME3.0

1. Icemaker and Icemaker remote condenser (Equipment Item #38, SeeA1.1) furnished by owner, installed by contractor. Refrigerant piping shall be furnished and installed by mechanical contractor, coordinate refrigerant piping requirements with owner furnished equipment. Icemaker condenser to be located directly behind icemaker east of column line 2, refer to ME4.0 for location. Provide 4" high reinforced concrete housekeeping pad at condenser, sized to accommodate unit (coordinate in field).

End of Addendum No. 4





ENLARGED WEST ELEVATION (COVERED WALKWAY)

1 / SK-2

SCALE: 1/4" = 1'-0"

REGISTERED ARCHITECT
GREG WALL
16306
STATE OF TEXAS
4.30.19

PROJECT NO.	15036
SHEET NO.	SK-2
REFERENCE TO	4/A3.0
ISSUE DATE	04.29.19

RENOVATION TO FORD FIELDS
CONCESSION STAND
5115 IH-10 SOUTH
BEAUMONT, TX, 77705

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WWW.LABICHE.COM

BALLOT PRINT AND MAIL SERVICES AGREEMENT

THIS BALLOT PRINT AND MAIL SERVICES AGREEMENT ("Agreement") is made as of the date of execution by the Parties, by and between Jefferson County Clerk, a governmental subdivision of the State of Texas ("Client"), and RUNBECK ELECTION SERVICES, INC., an Arizona corporation, whose address is 2800 S. 36th Street, Phoenix, AZ 85034 ("Runbeck") (Collectively, the "Parties").

RECITALS

1. Runbeck is the provider of certain ballot printing and mailing services (the "Services"), more fully described in Exhibit A, which are available for sale. Runbeck also offers other services, support and products ("Products") related to the elections process.

2. Client desires to purchase from Runbeck Products and Services that are described in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENTS

1. Product and Service Purchase.

Runbeck agrees to sell, and Client agrees to purchase, the ballot printing and mailing services (and related products) that are described in Exhibit A. Client agrees to pay to Runbeck in accordance with the fee schedule as shown in Exhibit A and the parties expressly acknowledge and agree that if the cost of paper increases by more than one-percent (1.0%) annually, Runbeck may request a price increase(s) via agreement amendment, Client shall not be required to pay as a paper cost adjustment more than three-percent (3%) in any one year during the term of this Agreement. Client reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the Client. Client agrees to use the purchased Products and Services in a manner that is consistent with the terms of this Agreement.

2. Payment to Runbeck.

Client hereby agrees to pay to Runbeck, no later than the applicable due date, all fees that are due and payable under this Agreement, including Ballot Printing, Mailing Services, Applicable Shipping Charges and any other ancillary items the Client requests be produced hereunder. The one-time set-up fee referenced in Exhibit A will be billed to Client upon contract signing and subsequent billings for services during the contract period will occur after each election in which Runbeck provides services to Client. Payment terms on amounts billed to Client are Net thirty (30) days. Further, if Client fails to timely pay any amounts due, and such failure continues for ten (10) days after written demand for payment is delivered to Client, Runbeck, at its sole discretion, may immediately terminate this Agreement and take possession

of any materials owned by Runbeck, including any delivered to, but unpaid for by, Client, with or without a court order. In addition, Runbeck may pursue any other remedy permitted by law or in equity.

3. Product Delivery.

Runbeck shall deliver all Products and Services to Client at the address specified in Section 20 of this Agreement, or at such other address that Client provides in writing. The Products and Services will be delivered on a schedule that is mutually acceptable to the parties. Runbeck shall not be responsible for delays in delivery of the Products and Services that are not caused by Runbeck.

3.1 Shipping.

During the term of this Agreement Client is responsible for paying any expedited shipping charges on the Products and Services that are provided under this Agreement.

4. Availability and Retention of Records.

All records relating to the Products and Services provided under this Agreement and supporting documentation for invoices submitted to Client by Runbeck shall be retained and made available by Runbeck for audit by Client, its duly authorized representatives, the State of Texas (including, but not limited to the Auditor of the State of Texas, Inspector General or duly appointed law enforcement officials) and agencies of the United States government. Such records shall be retained by Runbeck and made available for any time period required by state or federal law.

5. Assignment.

The Parties expressly agree that neither shall assign this Agreement without the prior written consent of the other. Runbeck may subcontract services agreed to in this Agreement, but only with the written consent of the Client. All subcontracts are subject to the same terms, conditions, and covenants contained within this Agreement.

6. Governing Law.

This Agreement shall be governed, construed, and enforced under the laws of Texas, notwithstanding any conflicts of laws provisions. Any legal action brought pursuant to this Agreement shall be filed in the courts of Texas.

7. Integration and Modification.

This Agreement, including Exhibit A, embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or contracts, either written or oral, between the Parties to this Agreement. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by the Parties to this Agreement.

8. Severability.

If any term or provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9. Appropriations.

Client represents and covenants that (i) it has funds available to pay all fees that will become due to Runbeck through the date of the next annual appropriations from Client's funding authority; and (ii) that it shall use its best efforts to obtain funds to pay any of the foregoing financial obligations for each subsequent fiscal year of the four (4) year term of the Agreement. In the event Client's appropriations request to its legislative body or funding authority for necessary funds hereunder is denied, this Agreement, including exhibit, may be terminated by Runbeck. Client shall make payment of all charges and obligations incurred through the end of the fiscal period for which funds were appropriated. In any such event, Client shall thereupon return all Runbeck property in its possession. Runbeck shall be entitled to be paid by Client for all services provided through the effective date of termination of this Agreement.

10. Compliance.

Runbeck agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. Runbeck accepts full responsibility for payment of all taxes including, without limitation, unemployment compensation, insurance premiums, income tax deductions, social security deductions, and all other taxes or payroll deductions required for all employees engaged by Runbeck in the performance of work under this Agreement.

11. Non-Discrimination.

Runbeck certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to, Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975 and the Age Discrimination in Employment Act, as amended.

During the performance of this Agreement, Runbeck will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Runbeck will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers, such action shall include, but is not 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. Runbeck agrees to post in conspicuous places, available to employees and

applicants for employment, notices stating Runbeck complies with all applicable federal and state non-discrimination laws.

Runbeck, or any person claiming through Runbeck, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Runbeck.

12. Independent Relationship.

Nothing in this Agreement is intended to, nor shall be deemed to, create a partnership, association or joint venture between Client and Runbeck in the conduct of the provisions of this Agreement. Runbeck shall at all times have the status of an independent contractor.

13. Waiver.

Any waiver by either party of any right, provision or condition under this Agreement shall not be construed or deemed to be a waiver of any other right, provision or condition of this Agreement, nor a waiver of a subsequent breach of the same right, provision or condition.

14. Confidential Information.

All information owned, possessed or used by Client which is communicated to, learned, or otherwise acquired by Runbeck or its employees, agents or contractors in the performance of the terms of this Agreement shall be deemed and remain Confidential Information. Runbeck shall not, beginning on the date of first association or communication between the Client and Runbeck and continuing through the term of this Agreement and thereafter, disclose, communicate or divulge to another, or use for Runbeck's own benefit or the benefit of another, any such Confidential Information without the prior written consent of the Client.

15. Risk of Loss.

Runbeck agrees to bear all risk of loss, injury, or destruction of Products, as a result of this Agreement which occurs prior to delivery to the Client. Upon delivery by Runbeck to the Client, and Client taking possession of such Products, Client agrees to bear all risk of loss, injury, or destruction of such Products. Runbeck's invoices will conform to the reasonable requirements of the Client.

16. Warranty.

Runbeck warrants and represents that services provided pursuant to this Agreement, and attached exhibit, shall be timely performed in a professional manner.

17. Limitation of Runbeck Liability.

RUNBECK'S LIABILITY TO CLIENT FOR DAMAGES UNDER ANY THEORY OR FORM OF ACTION SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO RUNBECK UNDER THIS AGREEMENT. RUNBECK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS OR DAMAGES BY ANY PARTY RESULTING FROM CLIENT'S IMPROPER OR NEGLIGENT USE OR POSSESSION OF PRODUCTS. RUNBECK SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES.

18. Parties Responsibility.

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts and omissions, and those of its officers, agents and employees to the extent required by law. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of the notice requirements, immunities, rights, benefits, defenses, limitations and protections available to Client under Texas law.

19. No Third-Party Beneficiary.

Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement allows any claim or right of action in any third person or entity. Any person or entity other than Client or Runbeck receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

20. Notices.

All written notices required under this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid as follows:

By Runbeck to:
Theresa Goodness, Chief Deputy
Jefferson County Clerk's Office
P.O. Box 1151
Beaumont, TX 77704-1151

To Runbeck:
Runbeck Election Services, Inc.
2800 South 36th Street
Phoenix, Arizona 85034
Attention: James Suver

With a copy to:
Steven H. Williams, Esq.
7101 North First Street
Phoenix, Arizona 85020

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by U.S. mail are effective upon the expiration of five (5) mail delivery days from deposit (postmarked) with the U.S. Postal Service.

21. No Construction Against Drafting Party.

The Parties and their respective counsel have had the opportunity to review this Agreement, and the Agreement will not be construed against any party merely because this Agreement was prepared by a particular party.

21.1 Binding Authority.

The person signing this Agreement on behalf of each party represents and warrants that he or she has full legal power to execute this Agreement and that he or she has proper authority to bind and obligate his or her party with respect to all provisions contained in this Agreement.

22. Successors and Assigns.

The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

23. Time is of the Essence.

The Parties agree that in the performance of the terms of this Agreement, time shall be of the essence.

24. Attorneys' Fees.

In the event of a litigation action to enforce, or arising from, the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs incurred in the action.

25. Term.

The Parties declare, acknowledge and agree that the term of this Agreement shall be four (4) years, subject to Runbeck's right to terminate immediately due to lack of approved appropriations as set forth in Section 9 of the Agreement; fraud; or disclosure of Runbeck Confidential Information. The Agreement will automatically renew unless Client provides Runbeck with written notice, at least ninety (90) days prior to the Agreement end date, of its intention to not renew.

26. Obligations at Expiration.

Upon expiration of this Agreement, Runbeck shall provide to Client an accounting of all monies due and payable to Runbeck under this Agreement. Client shall pay to Runbeck all amounts owed, if any, within thirty (30) days of the date of the invoice that Runbeck sends to Client.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first above written.

	Runbeck Election Services, Inc.	Jefferson County Clerk
By:		
Title:	VICE PRESIDENT	County Judge
Date:	JUNE 28, 2019	07/01/2019

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST
DATE 7/1/19

EXHIBIT A

Packet Contents	Quantity	Unit Cost	Price
Carrier Envelope	15,000	$1.25	$18,750
Return Envelope			
Ballot/Secrecy Envelope			
Instruction Letter			
Texas SOS Letter			
Single-Page Ballot			
Folding & Inserting			
Sort and image mail packets			
Tray and prepare for USPS			
Delivery to Phoenix GMF			
County specific portal to track the mail pieces			
Setup (one-time)			$3,000
			$21,750

Disclaimers:

1. Pricing is "estimated" and could adjust up/down based on exact specifications of final mail packet and contents.
2. Postage not included. Setting up county mail permit may be a nominal fee.
3. Address Change Service (ACS) fees not included.
4. Invalid address data charges by USPS are not included and the responsibility of the county.
5. RES will present to the Phoenix GMF. Option to use County permit on outgoing envelope.

PROF 15-002/JW

LJA ENGINEERING

2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

June 26, 2019

PROPOSAL

Change Order No. 2
(PROF 15-002/JW)

Mr. Don Rao
Jefferson County Engineering Dept.
1149 Pearl Street, 5th Floor
Beaumont, Texas 77701

Re: Siphon Control Structures at Oilcut Ditch and Salt Bayou at the GIWW
LJA Proposal No. 15-00144 CO3
LJA Project No. 079-1012.200

Dear Mr. Rao,

LJA Engineering, Inc. ("LJA") appreciates the opportunity to offer our services to you on the above referenced project. We understand that Jefferson County desires Construction Management Services for the construction of the Siphon Control Structures at the Gulf Coast Intracoastal Waterway.

This proposal is made pursuant to the terms and conditions of the Professional Services Agreement (PSA) entered into on February 23, 2015, by and between LJA and Jefferson County.

We propose to complete the above scope of services for the amount of $60,000.

Monthly invoicing for the project will be based on percentage complete. Payment for the services should be made by the Client on a monthly basis in accordance with the agreement. If you approve of this proposal, please sign and return a copy to our office.

Attached to this proposal as Attachment A is Work Authorization WA-002. If you approve, please sign the Work Authorization and return a copy to our office.

We look forward to assisting you with this project and eagerly await your response. In the event that you have questions or comments regarding this proposal, please do not hesitate to contact me directly at (409) 893-4125.

Sincerely,

Allen D. Sims P.E.
Vice President
Water Resources/Public Works

ATTEST Carolyn L. Gunday
DATE 7/1/19

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

LJA ENGINEERING

2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

ATTACHMENT A

WORK AUTHORIZATION

LJA Job No. B079-1012
LJA WA No. WA-002

This Work Authorization (the "Authorization") is made pursuant to the terms and conditions of the Professional Services Agreement ("PSA") entered into on February 23, 2015 by and between LJA Engineering, Inc. ("LJA") and Jefferson County ("Client").

A. Services. LJA will perform the engineering services as outlined in the attached proposal attached hereto.

B. Compensation. Client shall pay LJA for Services as follows:
   ____ Hourly Rates with An Estimated Fee of $_____
   ____ Percentage of Construction Cost $_____
   ____ Lump Sum $ 60,000
   ____ Other:

C. Payment. Payment to LJA for the services established under this Work Authorization shall be made in accordance with the PSA.

D. Supplemental Terms and Conditions.

_____

_____

_____

E. Severability. This Authorization supplements the PSA and does not waive the parties' responsibilities and obligations provided thereunder. Where the terms or conditions of this Authorization conflict with those of the PSA, this authorization shall control for the Services performed under this Authorization only. This Authorization's terms shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the PSA.

Each of the undersigned Parties has caused this Authorization to be duly executed:

APPROVED FOR "CLIENT"
JEFFERSON COUNTY

By: _____
Printed Name: Jeff R. Branick
Title: County Judge
Date: July 1, 2019

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: _____
Printed Name: Allen D. Sims
Title: Vice President
Date: June 26, 2019

The State of Texas	§	**Commercial Development**
County of Jefferson	§	**Land Lease Agreement (LaBrie-1)**

This is a lease agreement (herein "Agreement" and/or "Lease"), made as of July 1, 2019, by and between **Jefferson County, Texas**, ("LESSOR" or "LANDLORD"), a political subdivision of the state of Texas, and **Mid-County Plaza, LLC**, ("LESSEE" or "TENANT") being a limited liability company formed under the laws of the State of Texas, and as such, authorized to do business in Jefferson County, Texas.

Recitals

WHEREAS, Jefferson County (herein sometimes the "County"), a political subdivision of the State of Texas, herein sometimes also referred to as "LANDLORD" or "LESSOR", is the LESSOR and operator of the Jack Brooks Regional Airport (herein the "Airport") and certain property adjacent to the Airport described more particularly in Exhibit "A" (herein the "**Development Property**") attached hereto and incorporated herein for all purposes, all of which property is subject to various rules, regulations and limitations as to use imposed by the Federal Aviation Administration ("FAA"); and

WHEREAS, Mid-County Plaza, LLC., herein sometimes referred to as "LESSEE" and/or "TENANT", is in the business of real estate development and incident to same, has expressed a desire to ground lease the Development Property from Landlord, for the express purpose of developing, constructing and operating, whether directly or through subtenants, certain improvements to and upon the property, including certain building improvements, all as detailed more particularly hereinafter, which overall building and other improvements to be constructed by or through the Tenant as part of the development master plan described more particularly in Exhibit "A", with same being referred to herein as the "**Development**".

In consideration of the mutual covenants herein contained, LANDLORD and TENANT enter into the following ground lease agreement, herein called the "Lease", subject to the terms, conditions and limitations detailed hereinafter.

Terms

1. Demised Premises. Jefferson County, as LESSOR, hereby lets to LESSEE and LESSEE hereby leases from LESSOR, on an exclusive basis, that certain tract of land within the Development Property, which specific tract is generally described in Phase I of Exhibit "A" containing **46,895** square feet more or less detailed in Phase I of Exhibit "A" attached, located at the Airport; together with the right to use and enjoy all improvements, rights and appurtenances thereon, whether existing or constructed or to be constructed, referred to herein as the "**Property**", "**Leased Premises**" and/or "**Demised Premises**." The final actual square footage of the Property shall be determined jointly by and between LESSOR and LESSEE (and/or third party professionals retained and/or approved by the undersigned parties), with the final description, to include detailed determination of the actual square

footage of the tract, which final description is to be evidenced by a post effective date exhibit (to be attached hereto upon completion as Exhibit "C"), with said exhibit to be approved by both parties, and with such approval being evidenced by the execution of the final form of Exhibit "B" by authorized representatives of both LESSOR and LESSEE. Reference to the term **"Property"** and/or **"Leased Premises"** hereinafter shall refer to the property described more particularly in either or both Exhibit "A", and upon completion of same, Exhibit "B".

Any public roads or private roads that may be dedicated for public use in the future erected, installed, or placed within the demised premises, including the appropriate easements, will be excluded from the rental calculation. All roads, public or private, must meet Jefferson County standards and approved in writing by the Airport, with said approval not to be unreasonably withheld.

Landscaped areas are excluded from rental calculation as long as said areas are used for landscaping and add to the overall aesthetics and curb appeal of the airport and improvements.

Subject to and with the benefit of the terms, covenants, and conditions of this Lease, the LANDLORD hereby demises and leases to TENANT, and TENANT hereby takes and leases from LANDLORD, the Property (herein also the "**Demised Premises**"), to have and to hold exclusively during the Lease term of this Lease.

2. Development/LaBrie-1. The development contemplated by Lessee, as detailed more particularly hereinafter, is to include commercial development, subject to all applicable FAA regulations as well as all County building codes and regulations, which improvements to be constructed are to be described in Exhibit "C", a post execution exhibit, to be attached hereto, **after approval by the LESSOR.**

3. Right of Flight Reservation. LESSOR, for itself, other lessees and tenants of the County and/or the Airport as well as for its permittees, invitees, successors and assigns, reserves the right of flight for the passage of all types of aircraft now in existence or hereafter created above the Development Property, to include, without reservation, the Property. LESSOR, its consignees, additional lessees and tenants of the Airport, and its permittees, licensees, successors and assigns, shall likewise be entitled to cause such noise, smoke, vapors, sound effects and other distractions as may be reasonably inherent in landing at, taking off from, or operation of aircraft on, above or upon the Airport.

4. Inspection Period. Tenant will be provided a period to complete inspections and evaluations of the Property (herein the "**Inspection Period**"), with said Inspection Period to terminate **NINETY (90) days** from the date hereof. Tenant and its agents and representatives shall be authorized to go upon the Development Property, including the Property/Demised Premises made the basis of this Agreement, at all reasonable times to inspect the condition of the Property, perform surveys, evaluations, inspections and testing, determine the status and/or availability of utilities and access, conduct zoning investigations, feasibility studies and other studies or tests that Tenant, and/or its lenders

(if any) may deem necessary or appropriate to determine if, in Tenant's sole discretion, the Demised Premises are suitable for Tenant's intended use. **Tenant may terminate, with or without cause, this Lease, WITHOUT FURTHER OBLIGATION, prior to 5:00 P.M., Beaumont, Texas time on the date the Inspection Period terminates.** ***IF TENANT DOES NOT TERMINATE THIS LEASE, AS PROVIDED HEREIN, TENANT SHALL BE OBLIGATED TO COMMENCE ACTUAL CONSTRUCTION OF THE IMPROVEMENTS WITHIN 90 DAYS OF THE EXPIRATION OF THE INSPECTION PERIOD.***

5. Effective Date/Base Rent Effective Date. The effective date of this lease shall be the date of execution by the last to execute of either Tenant or Landlord.

   The effective date upon which Base Rent shall commence shall be on the EARLIER of

   (i) the date the LESSEE completes construction of the **improvements** to be detailed in Exhibit "A" (*which construction shall be prosecuted with all reasonable diligence)* and receives its certificate of occupancy related to same; or

   (ii) twelve (12) months from the date the inspection period expires as referenced in Section 4.

6. Original Term. The initial term of this lease shall be for a period of 588 calendar months (49 years), plus the partial month, if any, following the effective date of this lease, unless sooner terminated or extended by virtue of a provision herein.

7. Hold Over Tenant. If TENANT remains in possession of the Demised Premises after the expiration of the Original Term, TENANT shall be deemed to be occupying the Demised Premises as a tenant at sufferance, on a month-to-month basis, with base rent during said holding over period accruing at a minimum of one hundred and twenty-five percent (125%) of the Base Rent herein specified (prorated on a monthly basis), subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy at sufferance.

8. Base Rent. As rent for the premises and the Lessee's right and privileges hereunder, the Lessee agrees to pay the Lessor in accordance with the following schedule:

Term / Years	Annual Base Rent (SqFt)	Annual Base Rent
1-5	$ 0.2000	$ 9,379.00
6-10	$ 0.2100	$ 9,847.95
11-15	$ 0.2205	$ 10,340.35
16-20	$ 0.2315	$ 10,857.36
21-25	$ 0.2431	$ 11,400.23
26-30	$ 0.2553	$ 11,970.24
31-35	$ 0.2680	$ 12,568.76
36-40	$ 0.2814	$ 13,197.19
41-45	$ 0.2955	$ 13,857.05
46-49	$ 0.3103	$ 14,549.91

for the exclusive use of the DEMISED PREMISES. Rents shall be paid in monthly installments, in advance, on the first day of each month, in a sum equal to 1/12 of such annual base rent. Rental installments not paid by the fifteenth (15th) day of the month in which due shall bear interest from the fifteenth day of the month due until paid at the rate of 10% per annum.

Base rent detailed herein is based upon an estimated final square foot size of **46,895 square feet**. The base rent will be adjusted as necessary to comply with the final actual square foot determined by surveyors retained to determine the Legal Description of the Property, which final determination shall be attached to this Lease as Exhibit "B" as detailed herein above.

9. Commencement of Rent. Rental payments as provided above shall be payable on but not before the Base Rent effective date of this lease as determined in Section 6 hereof.

10. Adjustment of Rent. The rent shall be adjusted as set forth in herein above.

11. Exhibits. The following exhibits are attached to and made a part of this Lease for all purposes:

Exhibit A. Plot plan and location of the Development Property;

Exhibit B. Legal Descriptions of Demised Premises in final form;

Exhibit C. Description of Improvements in final form

i. TENANT agrees to provide plans to include underground utilities and connections as well as any in-ground retention or other subsurface addition by Tenant.

12. Restrictions Affecting the Demised Premises. LANDLORD represents and warrants that there are no easements, covenants, conditions or restrictions affecting the Demised Premises that (i) are in conflict with any provision of this Lease or (ii) require the consent or approval of this Lease or any provision contained herein by any third party other than the FAA as previously disclosed to Tenant. Landlord shall be responsible for acquisition of approvals as may be necessary from the FAA. Entrances to the Development and access routes to the Demised Premises shall not be closed or materially rearranged during the lease term unless necessary for maintenance of infrastructure or airport operations.

13. Construction of the Demised Premises. The improvements constructed by TENANT or TENANT's lessees on the Demised Premises ("Tenant's Improvements") shall be constructed and shall be and remain the property of TENANT or TENANT's lessees, as applicable. Upon the expiration of the Terms or Renewal Terms hereof, the Tenant's Improvements shall be deemed the property of and owned by LANDLORD. In the event TENANT fails to commence construction of the improvements contemplated by Exhibit "C" on or before 270 days after the date TENANT obtains all necessary governmental approvals and third-party financing, at the option of the LANDLORD,

a. LANDLORD, or its assignees, may sue for specific performance to enforce this Lease,

including TENANT's obligation to construct the improvements, or;

b. Landlord may be authorized, in its sole discretion, to terminate the Lease as of such time and TENANT's Security Deposit, if any, shall be deemed forfeited and paid to LANDLORD and all obligations of this Lease, save and except those specifically intended to survive, shall terminate and be of no further force or effect.

14. Taxes. LESSEE agrees to pay any taxes or special assessments that may be levied against the Demised Premises, the leasehold interest, and Tenants improvements constructed thereon, by any taxing unit or entity, whether levied against LESSOR or LESSEE, and LESSEE further agrees to hold LESSOR harmless from any claims or liens in connection with any such tax or special assessment attributable to the leased premises. For purposes of clarity and notwithstanding anything to the contrary in this Lease, TENANT shall be responsible to pay the portion of the taxes levied against the improvements on the Premises only. If the improvements on the Premises are assessed with some other portion of the Development for the purpose of taxes, then until the improvements on the Premises is separately assessed Tenant shall pay a pro rata share of the taxes determined by multiplying the taxes for the entire Development by a fraction, the numerator of which is the number of square feet of enclosed floor area in the Premises and the denominator of which is the total number of square feet of gross leasable area in the Development. LESSEE agrees that it shall make its best efforts in any re-appraisal of the improvements on the Premises such that only the improvement that is then being developed shall be subject to taxes. Tenant may in good faith, by appropriate proceedings and at Tenant's expense, contest any taxes for which Tenant is liable under this Lease or any valuation of property on which such taxes are based. Where such procedure is provided for by law, Tenant may pay any contested taxes under protest or into the registry of the court of competent jurisdiction. Any documents required to enable Tenant to effect the foregoing shall be executed and delivered by Landlord on reasonable demand by Tenant.

15. Plans and Specifications. Exhibit "C" (whether attached now or sometime prior to commencement of construction of the improvements contemplated by this Lease, **the final form of which exhibit and the construction contemplated by same shall bear evidence of prior approval by the Landlord)**, whether attached now to later, shall detail the specific final Plans and Specifications for the construction.

16. Indemnity. LESSEE shall include in all construction contracts entered into by it, in connection with any or all of the construction work related to the Development contemplated by this Lease, appropriate provisions requiring all contractors, their subcontractors and on-site vendors, to indemnify, hold harmless, defend and insure Jefferson County, the Airport and all of the foregoing parties officials, agents and employees against the risk of death, injury, or damage to persons or property, arising out of or in connection with the performance of any or all of such construction work and/or services provided in connection with, directly or indirectly, the Development.

LESSEE shall require all contractors to furnish liability insurance, including contractual

indemnity coverage, in an amount not less than the maximum dollar amount of recovery permitted against a county by the Texas Tort Claims Act as it now exists or may be hereafter amended. LESSEE shall provide evidence to LESSOR of its compliance with this section prior to commencement of any construction related to the Development, including, without limitation, the construction contemplated by this Lease. LESSEE covenants and agrees to hold LESSOR free and harmless from loss from each and every claim and demand of whatever nature, including but not limited to fines, assessments, fees and attorney's fees, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of LESSEE, LESSEE's contractors and/or their respective agents, servants, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

17. Workmanship. The LESSEE further covenants that all construction work related directly or indirectly to the Development, including without limitation construction contemplated by **Exhibit "C"** made the basis of this Lease, will be performed by it or its contractors, including all workmanship or materials, such that same will be of first class quality.

18. Utility Connections. LESSEE, at its own expense, shall construct utility connections such as it may desire from utility lines or pipelines in existence on the airport property or from outside the Airport following existing roads or easements, unless express authority for deviation from existing roads or easements is given to it by the Commissioners Court.. The deviation authority and additional easements will be granted by LESSOR, if needed by the LESSEE to achieve economy or convenience.

    LESSEE will be responsible for the installation of any sanitary sewer system, including sanitary grinder pump system(s) that may be required at LESSEE's sole cost. Should the pump system fail, or any other part of the sanitary system not under the responsibility of the appropriate entity who is responsible for receiving waste water, LESSEE will be responsible for the cost of maintenance and or replacement of such pump and system throughout the duration of the terms of this lease.

19. Certificate of Completion. When the construction hereinabove provided for has been completed, the LESSEE shall, within a reasonable time thereafter, deliver to the LESSOR a certificate from LESSEE'S architect and/or general contractor, that the construction has been completed in compliance with all laws, ordinances and governmental rules, regulations and orders. LESSEE will also deliver to LESSOR two (2) copies of final construction documents, also called "As-Builts", which will be included as part of this lease as Exhibit "C".

20. Proof of Payment. All improvements shall be free and clear of all mechanics' and other liens and from liability arising from the construction of said improvements, and no later than 90 days after completion of construction LESSEE shall furnish to LESSOR full and satisfactory evidence in writing of the fact that said improvements are free and clear of all mechanics' and other liens and/or liabilities related thereto arising from said construction.

21. Refuse and Trash. No refuse or trash shall be kept, stored or allowed to accumulate on the

premises. LESSEE shall provide, at its sole cost and expense, necessary arrangements for adequate sanitation, handling and disposal from the airport of all trash, garbage and other refuse resulting from tenants' business operations, including receptacles for the deposit of such trash, garbage, and other refuse.

22. Off-Street Parking. The LESSEE shall make provision for automobile parking for its employees, visitors, and other invitees on the premises. No parking shall be permitted on street improvements, if any, immediately adjacent to the Leased Premises. The LESSEE further agrees to pave its on-premise parking facilities. Improved roads may be used by LESSEE for additional parking as not to cause off-street parking. Nothing in this paragraph will be construed as including the improved roads in the Demised Premises. Pavement plans shall be approved by LESSOR prior to construction.

23. Permitted Uses. The LESSEE shall have the privilege of using, subject to the terms and conditions herein, the premises for the operation of **commercial improvements** and any other lawful commercial activities including all services normally connected therewith.

24. Prohibited Uses. LESSEE shall not use the Leased Premises for and, further, in no event, shall TENANT, or its authorized assignees, allow a (i) flea market, (ii) second-hand store, (iii) "sex," "head" or "pawn" shop use or (iv) an adults only bookstore to occupy or otherwise use, directly or indirectly, the Leased Premises.

25. Quiet Enjoyment. LESSOR covenants and agrees that at the granting and delivery of this lease it has good title, free and clear of all liens and encumbrances; and that LESSOR has full right and authority to lease the premises as herein set forth. LESSOR further covenants that all things have happened and been done to make its granting of this lease effective, and LESSOR warrants to LESSEE peaceful possession and quiet enjoyment of the premises during the term hereof, upon performance of LESSEE'S covenants herein. LESSOR warrants unto Tenant and agrees to defend the Premises against the claim of all persons whomsoever.

    LANDLORD warrants unto TENANT and agrees to defend the Demised Premises against the claim of all persons whomsoever, and if TENANT shall discharge the obligations herein set forth to be performed by TENANT, TENANT shall, during the lease term, have lawful, quiet, and peaceful possession and occupation of the Demised Premises and shall enjoy all of the rights herein granted without any let, hindrance, ejection, molestation or interference by any person.

    Notwithstanding any other provision of this Lease to the contrary, LANDLORD and TENANT hereby acknowledge and agree that title to LESSOR of the Tenant's Improvements shall be vested in TENANT during the lease term.

26. LESSEE's Estate. Title to all improvements constructed by LESSEE shall vest and remain in LESSEE during the term of this lease and LESSEE shall be entitled to any and all investment tax credits generated by reason of construction, installation, and operations on the premises. Subject to the rights of LESSEE'S mortgage (as specifically provided in Section 29

and elsewhere herein) and to LESSEE'S right of reimbursement to the extent set out in this Lease, title to improvements shall pass to and vest in the LESSOR upon the effective date of a cancellation or termination of this lease. LESSEE shall have the right at any time prior to or subsequent to the construction of improvements to mortgage its leasehold estate in the premises and the improvements; and to assign its interest in this lease to any mortgagee who shall have advanced funds to the LESSEE under any loan, the proceeds of which have been used for the construction of the improvements or to refinance loans for the construction of improvements. Any mortgagee claiming under the LESSEE shall have the rights and privileges hereinafter set forth.

At the expiration or termination of this Lease, LESSEE agrees to:

a) surrender possession of the entire leased premises to LESSOR;

b) remove at LESSEE's expense any assets that LESSEE is entitled to remove as set forth below; and

c) otherwise return the leased premises to LESSOR. All fixed buildings, fencing, utilities, and other improvements placed on the leased premises shall remain on the leased premises upon the termination of this Lease and become the sole property of LESSOR. Exceptions to the above are LESSEE's trade fixtures and personal property that can be removed from the leased premises without substantially altering or damaging other property.

27. LESSEE's Mortgagee. In the event LESSEE shall mortgage the leasehold estate and the improvements or assign this lease to any mortgagee who shall have advanced funds for the purposes described in the preceding Section 28, such mortgagee may give written notice of its mortgagee's interest to the LESSOR at LESSOR'S address shown herein.

Thereafter, LESSOR, prior to taking any action to cancel or terminate the lease, shall give to the mortgagee the same notices that are required to be given to the LESSEE prior to cancellation or termination, and if no notice is required to be given to the LESSEE, then a written notice to the mortgagee shall be given of the event or events which are alleged to be the basis of the right to cancel or terminate. The mortgagee shall have the right

a. to cure the default of the LESSEE, and

b. at its election, to foreclose its lien or security interest in the leasehold estate and improvements and this lease and to sell such leasehold estate and improvements (and LESSEE'S interest in this lease) at public or private sale, whereupon the purchaser shall succeed to all rights of the LESSEE hereunder. The mortgagee shall be accorded to a reasonable period of time in which to cure the default, taking into account the nature of the LESSEE'S default, and a reasonable period of time in which to effect foreclosure, taking into account the statutory requirements for foreclosure of its lien or security interest. Further, if LESSEE shall default under the terms of its mortgage, the mortgagee shall likewise have the rights and power of foreclosure and sale as are set out in the preceding portions of this Section 29. The LESSOR agrees to execute such

documents as may be requested by the LESSEE or the LESSEE'S mortgagee to provide LESSEE with the ability to meet requirements for obtaining secured financing, provided that such documents do not render LESSOR liable for the payment of LESSEE'S indebtedness or encumber LESSOR'S remainder interest.

28. Indemnification. LESSOR shall stand indemnified by LESSEE as herein provided. LESSEE is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and LESSOR shall in no way be responsible therefore. In the use of the premises, in the erection or construction of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, LESSEE shall indemnify and save harmless LESSOR from any and all damages that may proximately result to any third person because of any negligence on the part of LESSEE.

29. Insurance.

a. Property Insurance:

LESSEE shall maintain or cause to be maintained all risk property insurance (to include fire and other casualty loss, windstorm and flood coverage), from a company authorized to do business in the State of Texas and keep in force said insurance, with extended coverage, upon the buildings located on the premises to the full insurable value thereof, as determined by the insurer. LESSOR shall be named as additional loss payee and LESSEE shall furnish LESSOR with evidence that such coverage has been provided and is being maintained.

In the event of an insured damage to the premises, the insurance proceeds will be used for the purpose of restoring and reconstructing the improvements. However, if the improvements are more than 60% destroyed at any time during the term of this lease, the LESSEE may elect to terminate this lease by giving written notice thereof to LESSOR within two years after such destruction. If LESSEE so elects to terminate, insurance proceeds, to the extent necessary, shall be used to remove the damaged improvements, unless LESSOR shall notify LESSEE in writing that LESSOR wishes the damaged improvements to remain upon the land. If LESSEE shall fail to restore the improvements and shall also fail to terminate the lease in the manner aforesaid, LESSOR may, upon written notice to the LESSEE after such two-year period, terminate the lease and remove damaged improvements at LESSEE'S expense.

b. Liability Insurance.

LESSEE shall promptly, after the execution of this lease, obtain commercial general liability insurance, covering loss, cost or expense by reason of injury to or death of persons or damage to or destruction of property by reason of the use and occupancy of the Demised Premises by Tenant, Tenant's assignees and/or Tenant's Invitees. Such insurance shall have limits of at least One Million Dollars ($1,000,000.00) per occurrence primary coverage, bodily injury and property damage combined with Three Million Dollars ($3,000,000.00) excess coverage.

The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements. All policies shall name LESSOR, its officers, servants, agents, and employees as additional insureds. LESSEE shall furnish LESSOR with a certificate from the insurance carrier showing such insurance to be in full force and effect or shall deposit with LESSOR copies of said policies. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to LESSOR, thirty (30) days in advance of the effective date thereof.

30. Licenses. The LESSEE shall procure from all governmental authorities having jurisdiction of the operations of the LESSEE hereunder, all licenses, franchises, certificates, permits or other authorizations as may be necessary for the conduct of its operations. LESSOR will cooperate with LESSEE in this endeavor.

31. LESSOR's Remainder Interest. The LESSEE agrees that it shall not enter into any contracts of a type which would permit a lien or liens to become attached to the remainder interest of Jefferson County, or suffer or permit a lien or liens to be imposed or attached to the leasehold interest, provided, LESSEE shall have the right, upon posting security satisfactory to the County, to contest the amount or legality of any lien attached to or levied against the leasehold interest.

32. Airport Regulations. The LESSEE covenants and agrees to observe and obey the rules and regulations of the Airport and the FAA, as promulgated by governmental authorities, in the conduct of LESSEE's operations at the Leased Premises.

33. Airport Hazard—Non-Interference Obligations. The LESSEE and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking off of aircraft at the Airport, or otherwise constitute an airport hazard including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights, and restrict any objects from penetrating the imaginary surfaces as defined in CFR Title 14 Part 77 – *Safe, Efficient Use, and Preservation of the Navigable Airspace*. Prior to any construction, erection of buildings, and or major alteration to airport ground contours, an airspace study will be required, allowing the FAA to identify potential aeronautical hazards in advance, thus preventing or minimizing the adverse impacts to the safe and efficient use of navigable airspace. LESSOR will cooperate with LESSEE in this endeavor.

34. Certification as to FAA compliance. LESSEE shall observe all applicable rules and regulations of the Federal Aviation Administration including requirements for Airport certification and safety codes.

35. Non-Discrimination. The LESSEE assures that it will undertake an affirmative action program as required by 14 Code of Federal Regulations (CFR) Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or

receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered sub-organizations provide assurance to the LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

36. LESSEE's Maintenance Obligations. LESSEE shall at all times keep, in a clean and orderly condition and appearance, the Leased Premises and improvements thereon, as well as all equipment and personal property. LESSEE shall maintain, repair, replace and paint all or any part of the improvements on the premises including therein, without limitations thereto, walls, partitions, floors, ceilings, columns, windows, doors, glass of every kind, fixtures, systems for the furnishing of a fire alarm, fire protection, sprinkler, sewage, drainage and telephone service, including lines, pipes, mains, wires, conduits, and other equipment connected with or appurtenant to all such systems at its own expense as necessary. LESSOR shall have the right to enter upon the premises at reasonable times, in a manner which does not materially interrupt LESSEE's business, for the purpose of inspection, to determine LESSEE's compliance with LESSEE's obligation under this Section 38 and or Section 39.

37. Enforcement Rights. If LESSEE fails to perform its obligations under Section 38, LESSOR shall have the right to give written notice to the LESSEE specifying the deficiencies in maintenance. If within 30 days after receipt of such notice, LESSOR does not make arrangements for the curing of such deficiencies in maintenance, LESSOR shall have the right to enter the premises and perform the necessary maintenance, the cost of which shall be borne by the LESSEE.

38. Utilities. LESSEE shall pay all costs and charges for utility services requested by and furnished to the LESSEE in the Demised Premises during the lease term. LESSEE shall, however, have the right to connect to any and all storm and sanitary sewers and water and utility outlets located on or adjoining property of the LESSOR. The LESSEE shall pay for all cost and expense attendant to such connections, but no charge shall be assessed by the LESSOR for the right to make such connections. TENANT is responsible for testing any sewer connection to determine the connection will not have an adverse impact on existing sewer connections. Tenant will test to insure no flooding or back water upstream is caused by any of TENANT's connections to the storm sewer.

LANDLORD shall not interrupt any utility services, under LANDLORD's direct control, to the Demised Premises unless:

a. Such interruption is necessitated by the need to make emergency repairs; or

b. LANDLORD schedules any necessary repair work with TENANT's general manager at the Demised Premises at least seventy-two (72) hours in advance.

Such repairs shall, to the extent possible, be made only during hours when TENANT is not open for business to the public. LANDLORD shall immediately give notice to TENANT of an

impending interruption of any utility services to the Demised Premises. LANDLORD shall use its best efforts to minimize and promptly cure all utility interruptions that are caused by LANDLORD or subject to LANDLORD's control.

39. Hazardous Substances. A Hazardous Substance shall mean any petroleum product, asbestos product or any other material, substance or waste that is recognized as being hazardous or dangerous to health or the environment by and federal, state, or local agency having jurisdiction of the Demised Premises. LANDLORD represents and warrants:

    a) That it has never placed, generated, stored, handled or disposed of any Hazardous Substances in or about the Demised Premises; and

    b) That, to the best of its knowledge, LANDLORD is not aware of the existence, placement, generation, storage, handling or disposal of any Hazardous Substance in or upon the Demised Premises at any time by anyone else.

    TENANT agrees not to generate, store, handle or dispose of any Hazardous Substance in or upon the Demised Premises during the Lease term of the Lease. In the event however, that any substance used in TENANT's business shall, during the Lease term, become designated as a Hazardous Substance, then TENANT shall, to the extent practicable, discontinue the use of the substance in or upon the Demised Premises in a manner consistent with all standards and regulations. TENANT shall indemnify and hold LANDLORD harmless from and against any and all demands, claims, enforcement actions, costs and expenses, including reasonable attorney's fees, arising out of the use of any Hazardous Substance by TENANT at the Demised Premises.

40. Ingress and Egress. LESSEE and all approved sub-lessees, and their respective contractors, suppliers of materials and furnishers of services, and employees and invitees, shall have the right of ingress and egress between the premises and the public rights-of-way outside the Airport by means of existing access roads, the same to be used in common with others having rights of passage within the Airport, provided that the Airport may from time to time substitute other means of ingress and egress which shall be reasonably equivalent to the means now provided. The use of such roadways shall be subject to reasonable rules and regulations established by the Airport.

41. LESSEE's Right to Cancel. This lease shall be subject to cancellation, at the option of LESSEE, upon the default of LESSOR in the performance of any covenant or agreement herein required to be performed by LESSOR and the failure of LESSOR to remedy such default for a period of sixty (60) days after receipt from LESSEE or written notice to remedy the same. LESSEE may exercise its right of cancellation by written notice to LESSOR at any time after the lapse of the applicable periods of time. This lease shall then terminate as of the termination date specified by LESSOR in such notice.

42. Amounts Payable Upon Cancellation by LESSEE. In the event this lease is canceled by LESSEE pursuant to LESSEE's rights under this lease, rental due shall be payable only to the date of termination, and the LESSOR shall pay to LESSEE liquidated damages computed as

follows:

a. The liquidated damages shall be the actual construction cost of the fixed improvements less 3% of the cost for each year or partial year elapsed since the substantial completion of the improvements.

b. Actual construction cost shall be certified by LESSEE and approved in writing by the LESSOR within 30 days after construction is completed. Upon payment by LESSOR to LESSEE of liquidated damages, as computed above, LESSEE shall have no further estate in the improvements and LESSOR shall have exclusive right thereto.

43. LESSEE's Option to Remove. In lieu of liquidated damages provided in Section 44 hereof, LESSEE may, at Lessee's option, **and subject to Lessor's approval,** remove the improvements.

44. Events of Cancellation. This lease shall be subject to cancellation at the option of the LESSOR upon occurrence of any of the following events:

a. Failure of LESSEE to pay rent as herein provided within thirty (30) days after LESSOR shall have given LESSEE written notice of such default.

b. The permanent abandonment of the premises by the LESSEE.

c. Default by LESSEE in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by the LESSEE, if such default continues, without a good faith attempt by LESSEE to remedy the default, for a period of thirty (30) days after receipt of written notice from LESSOR specifying the default.

d. Any other event specifically named in this lease which affords LESSOR the right to cancel.

45. Method of Cancellation. LESSOR may exercise such right to cancellation by written notice to LESSEE at any time after the lapse of the applicable periods of time and this lease shall terminate as of the termination date specified by LESSOR in such notice.

In the event of default by TENANT, LANDLORD shall elect either of the following remedies:

a. LANDLORD may retake possession of the Demised Premises (without such action being deemed an acceptance of a surrender of this Lease or termination of TENANT's liability hereunder) and, upon taking possession, LANDLORD shall make reasonable efforts to relet the same on reasonable terms, with TENANT remaining liable to pay the Base Rent and other lease charges (but not the Percentage Rent) for the remainder of the Lease term less the net amount of rent and other lease charges received by LANDLORD as a result of such reletting (after deducting reasonable brokerage fees and attorney's fees incurred for reletting the Demised Premises) and the cost of any necessary repairs (but not alterations or renovations) to the Demised Premises). If the net amount realized by LANDLORD from any reletting is less than the Base Rent and lease charges payable by TENANT hereunder,

TENANT shall pay the amount of the deficiency to LANDLORD each month upon demand thereof; or

b. LANDLORD shall have the right, on a continuing basis, either before or after taking possession of the Demised Premises, to terminate this Lease, thereby releasing TENANT from any further liabilities hereunder.

For the enforcement of these remedies LANDLORD may have recourse to any applicable legal or equitable process for the recovery of possession of the Demised Premises and the right to seek an injunction or a declaratory judgement. No act of LANDLORD shall be deemed an act terminating this Lease or declaring the Lease term ended unless notice is served upon TENANT by LANDLORD expressly setting forth therein that LANDLORD expressly setting forth therein that LANDLORD elects to terminate the Lease or declare the Lease term ended.

Notwithstanding anything to the contrary, LANDLORD shall not be permitted to do any of the following:

a. Recover any speculative, indirect, consequential, or incidental damages against TENANT;

b. Recover any punitive damages against tenant;

c. Accelerate any payments of Base Rent or other charges due from TENANT to LANDLORD hereunder unless TENANT, after a default, fails to pay the Base Rent or deficiency as required in subparagraph a above; or

d. Recover from TENANT any amounts expended by LANDLORD in connection with renovating, altering, adding to, installing upon, or otherwise modifying the Demised Premises for use by anyone other than TENANT.

46. Default by LANDLORD. If LANDLORD fails to perform any of its obligations as required by this Lease or if LANDLORD has otherwise breached any covenant, representation or warranty, and if LANDLORD shall fail to cure such misrepresentation or failure within the a reasonable period of time, then TENANT shall have its rights and remedies at law or in equity, and TENANT may also take such steps as may be necessary to cure LANDLORD's default, in which event TENANT shall be entitled to recover from LANDLORD or offset against subsequent rent payments all amounts expended by TENANT for said purposes, together with reasonable attorney's fees and interest thereon from the date due until the paid at the Interest Rate specified in Section 67 below until TENANT is paid in full; provided that any such offset shall not exceed, in any month, one hundred percent (100%) off the monthly installment of the Base Rate (the "Offset Limit"). Notwithstanding anything to the contrary contained within this Agreement, the undersigned parties agree that LANDLORD shall retain all applicable governmental immunities, whether provided by statute or otherwise, and nothing contained within this Agreement shall constitute a waiver of any such governmental immunities.

47. LESSOR's Rights Upon Cancellation. In the event LESSOR cancels this lease in the manner set out of this section LESSOR shall take possession of the premises and terminate LESSEE's rights therein. In any action brought by either party against the other for enforcement of the terms of this lease, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to such other relief as may be awarded.

48. Airport Expansion. In the event LESSOR requires the premises for expansion or development of the Airport, LESSOR reserves the right, upon six (6) months' written notice to LESSEE, to relocate or replace LESSEE's improvements in substantially the same form acceptable to the LESSEE at another comparable location on the Airport acceptable to the LESSEE. The replacement facility shall be completed prior to relocation so that there is no interruption of LESSEE's business operation. All costs and expenses associated with the relocation shall be borne by the LESSOR.

49. Governmental Agreements. This lease shall not impair any existing or future agreement between LESSOR and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport. Should the effect of such agreement with the United States Government be to take any of the property under the lease, or substantially destroy the commercial value of the improvements, or to materially impair LESSEE's operations, LESSOR shall relocate the improvements in the manner described in Section 49.

50. Option in Event of Relocation. In the event a relocation of improvements is required by the LESSEE under Section 50, or necessitated under Section 51 above, LESSEE shall have the option, in lieu of accepting such relocated premises, to cancel this lease prior to the commencement of construction of relocation facilities, in which event, LESSEE shall be entitled to the liquidated damages provided in Section 44.

51. Right of First Refusal.

Premises. LESSEE shall be entitled to a right of first refusal on Lessor's land near the airport facility. This area is further described in Exhibit "A" and contains the following four (4) additional tracts of land identified in Exhibit "A" as Phases II-V.

Grant of First Option. The Lessor does hereby grant unto the Lessee the exclusive and irrevocable right, during the term of this agreement, of first refusal and first option to lease, upon the terms and conditions hereinafter set forth, Lessor's property is depicted in Exhibit "A" as Phases II-V.

Exercise of First Option. This right of first refusal or first option to lease may only be exercised within fifteen (15) days from notification by lessor that Lessor desires to lease the subject property. Lessor is obligated to provide such notice to Lessee prior to offering the property to a third party.

Payment Terms. Beginning on the effective date in Section 6, and for the term of this right of first refusal, Lessee shall pay to Lessor a total annual rate of $1500.00 per year for the

right of first refusal for the four (4) additional tracts of land identified in Exhibit "A" as Phases II-V.

The right of first refusal terminates upon the exercise of the option by Lessee.

The right of first refusal is subject to the cancellation provisions in this lease.

52. Assignment. The LESSEE's sub-lessee shall be entitled to all of the same rights as the LESSEE and subjected to all of the same restrictions as set forth herein. However, LESSOR's consent shall not be required for any:

    a. assignment of subletting to an affiliate or subsidiary of the LESSEE, or

    b. the assignment or subletting to any mortgagee or to a purchaser from any mortgagee at foreclosure.

    c. Assignment of a portion of the lease space to tenants or subtenants of TENANT consistent with the development of commercial property for lease.

53. Other Instruments. Upon the request of either party, the LESSOR and the LESSEE will execute a recordable short form lease evidencing that the premises have been demised to the LESSEE and a recordable instrument evidencing the term of this lease and its commencement date, when commencement date shall have been determined.

54. Paragraph Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this lease.

55. Notices. Notices to LESSOR provided for herein shall be sufficient if sent by Registered or Certified Mail, postage prepaid, addressed to:

JEFFERSON COUNTY, TEXAS
Jack Brooks Regional Airport
Attn: Mr. Alex Rupp, Airport Director
5000 Jerry Ware Drive Suite 100
Beaumont, TX 77705
409.719.4900

and notices to said LESSEE, if sent by Registered or Certified Mail, postage prepaid addressed to:

MID-COUNTY PLAZA, LLC
Attn: Henry LaBrie
10655 FM 365
Beaumont, TX 77705

and/or to such other addresses as the parties may designate to each other in writing from time to time.

56. Successors and Assigns. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

57. Termination of Lease. This lease shall terminate at the end of the full term hereof. Upon such termination, LESSEE shall have no further right or interest in any of the land hereby demised or in any of the improvements thereon.

58. Attornment. Should Lessor sell, convey or transfer its interest in the premises, then Lessee shall attorn to such succeeding party as its Lessor under this lease promptly upon any such succession, provided that such succeeding party assumes all of Lessor's duties and obligations under this lease and agrees not to disturb Lessee's leasehold interest hereunder in accordance with this Section as long as Lessee is not in material default beyond any cure period hereunder.

59. Entire Agreement, Amendment and Binding Effect. This lease constitutes the entire agreement between Lessor and Lessee relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This lease may be amended only by a written document duly executed by Lessor and Lessee, and any alleged amendment which is not so documented shall not be effective as to either party.

60. Severability. This lease is intended to be performed in accordance with and only to the extent permitted by the law. If any provision of this lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

61. Construction. Unless the context of this lease clearly requires otherwise,
    a. pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character;
    b. the singular shall include the plural wherever and as often as may be appropriate;
    c. the term "includes" or including" shall mean including without limitation; and
    d. the words "hereof" or "herein" refer to this entire lease and not merely the Section or Article number in which such words appear. Article and Section headings in this lease are for convenience of reference and shall not affect the construction or interpretation of this lease. Any reference to a particular "Article" or Section" shall be construed as referring to the indicated article or section of this lease.

62. Force Majeure. Lessee shall be entitled to rely upon force majeure as an excuse for timely performance hereunder only as expressly provided herein and shall not be entitled to rely upon force majeure as an excuse for timely performance unless Lessee:
    a. uses economically reasonable efforts to overcome the effects of the event of force majeure;
    b. gives written notice to Lessor within two years after the occurrence of the event describing with reasonable particularity the nature thereof;
    c. commences performance of its obligation hereunder immediately upon the cessation of the event, and;
    d. gives written notice to Lessor within two years after the cessation of the event advising Lessor of the date upon which the event ceased to constitute an event of

force majeure.

Force majeure shall mean:

a) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards and other adverse and inclement weather, fires, explosions, floods, acts of public enemy, wars, blockades, insurrections, riots or civil disturbances;

b) labor disputes, strikes, work slowdowns, or work stoppages but nothing herein contained shall require the party subject to such labor disputes, strikes, work slowdowns, or work stoppages to settle or otherwise resolve same;

c) orders or judgments of any federal, state or local court, administrative agency or governmental body, if not the result of willful or negligent action of the party relying thereon;

d) power failure and outages affecting the leased premises; and

e) any other similar cause or event, provided that the foregoing is beyond the reasonable control of the party claiming force majeure.

63. Interpretation. Both Lessor, Lessee and their respective legal counsel have reviewed and have participated in the preparation of this lease.

64. Multiple Counterparts. This lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

65. Interest Rate. Except where a different rate of interest is expressly provided for elsewhere in this Lease, interest payable under this Lease shall be paid at an annual rate (the "Interest Rate") equal to the lessor of:

a. The prime interest rate charged by Citibank, N.A. plus two percent (2%), or

b. The highest interest rate permitted by law.

66. Governmental Limitation. Notwithstanding any other provision of this lease agreement, Landlord **shall not be required to perform any action, make any expenditure or cure any default,** which would be in violation of any statutory or constitutional provision regulating the conduct of the County's business.

EXECUTED in triplicate originals as of the date first above written.

LESSOR:

Jefferson County

BY:_____

Jeff Branick
Jefferson County Judge

ATTEST:

Jefferson County

BY:_____

Carolyn Guidry
Jefferson County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

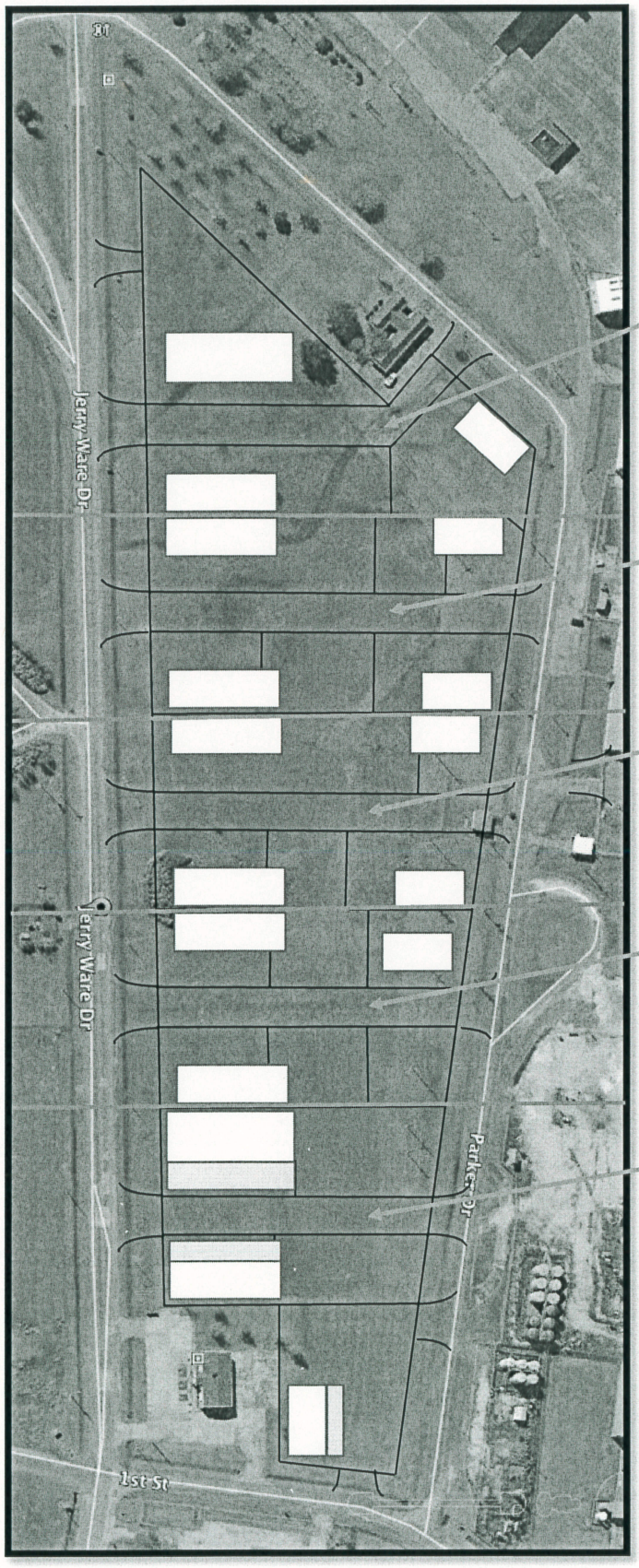
LESSEE:

Mid-County Plaza, LLC.

BY:_____

Henry LaBrie - Authorized Representative

Exhibit A



White boxes represent planned buildings
Yellow shows approx. location of parking areas.

136th District Court

Memo

To: Fran Lee
Auditing

From: Judge Baylor Wortham, 136th District Court

Date: June 25, 2019

Re: Request for Budget Transfer of Funds
Account: 120-2035-412

Dear Fran:

In order to take care of immediate needs, I would like to transfer funds from other areas rather than request a budget addition to cover expenses. Please transfer the following funds into our "Capital Outlay" account:

120-2035-412.30-17	Clothing	$500.00
120-2035-412.30-84	Minor Equipment	~~$500.00~~ 229
120-2035-412.40-11	Equipment-Misc.	$200.00
120-2035-412.50-62	Travel	~~$1,289.30~~ $1,560
	TOTAL	**$2,489.30**

These funds will be used for a video upgrade (estimate attached).

Should you have any questions, please do not hesitate to contact my office.

Baylor Wortham

Sweet Southern Sound
PO Box 5854
Beaumont, TX 77726
(409)2420422

Estimate

SWEET SOUTHERN SOUND
Professional Sound | Lighting | Video

ADDRESS
136th District Court
1085 Pearl Street
Beaumont, Texas 77701

ESTIMATE #	DATE
2821	05/24/2019

JOB NAME
Video Upgrade

DESCRIPTION	QTY	RATE	AMOUNT
Equipment	0	0.00	0.00
Optoma Laser Projector - 1080p Full HD, 3000 Lumens laser, 22,000:1 contrast, 0.27 ultra short throw, TouchBeam Interactive Laser Curtain, 20,000+hr virtually maintenance free.	1	1,899.00	1,899.00
Optoma Ultra-short throw wall mount designed for Optoma ultra-short throw projectors	1	270.00	270.00
Dalite 89758L - Electric Projection Screen - 103" diagonal, 52"W x 92"H,	1	945.27	945.27
Barco ClickShare CSE-200+ - wireless presentation system, 2 usb buttons, up to 2 users on screen at a time, annotation capable	1	2,250.00	2,250.00
ClickShare button tether to secure to Plaintiff and Defendant desk	2	42.95	85.90
Coax cable for Elmo document ready only. No DVD player connection	1	175.00	175.00
C2G 75FT ACT HDMI HS CBL CL3	1	164.99	164.99
C2G 2ft High speed HDMI cable	1	8.49	8.49
Labor	0	0.00	0.00
Installation of new projector and screen. Setup of ClickShare equipment. (Wall mount projector above existing screen location. Install new screen no further left than existing screen. Run HDMI cable from projector to counter by DVD player. Install ClickShare on top of projector.)	16	130.00	2,080.00
Shipping	0	0.00	0.00
Shipping and Handling - includes all freight, postal, and parcel shipping expense	1	432.45	432.45
Disclaimer	0	0.00	0.00
Customer to supply all power as needed - including all electrical service, conduit, and raceways at no cost to SweetSouthernSound	0	0.00	0.00
Customer to provide man lift and scaffold as needed for project installation. If requested, SweetSouthernSound can provide or schedule this equipment and invoice for additional	0	0.00	0.00

Sweet Southern Sound requires a non-refundable deposit before any equipment or services are guaranteed. Deposit amount is determine on a per job basis. No returns after 10days. Returns are subject to a 30% restocking fee. Estimate and pricing is valid for 10days from quote date.

DESCRIPTION	QTY	RATE	AMOUNT
cost			

TOTAL **$8,311.10**

Accepted By

Accepted Date

Sweet Southern Sound requires a non-refundable deposit before any equipment or services are guaranteed. Deposit amount is determine on a per job basis. No returns after 10days. Returns are subject to a 30% restocking fee. Estimate and pricing is valid for 10days from quote date.

PRECINCT 7
(409)719-5900
(409) 724-2148 FAX

BRAD BURNETT
JUSTICE OF THE PEACE

7933 VITERBO ROAD,
SUITE 1
BEAUMONT, TEXAS 77705

June 24, 2019

Fran ,

Would you please transfer the amount of $1000.00 from the Postage account 120-2048-412-40-52 to the "Travel Expense" account 120-2048-412-50-62 to cover school for 2019 Legislative Updates. Thank you. Please let me know if you need anything else .

Sincerely

Denise Roccaforte
Justice if The Peace PCT 7

JEFFERSON COUNTY SHERIFF'S OFFICE
Zena Stephens, Sheriff
1001 Pearl Street, Suite 103
Beaumont, TX 77701
(409) 835-8411

Charlie Porter
Chief of Law Enforcement
cporter@co.jefferson.tx.us

John Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauberger
Jefferson County Sheriff's Department

RE: Transfer

DATE: June 25, 2019

Please transfer $4,400 from budget account 120-3062-423-40-56 (Electricity) to budget account 120-3062-423-50-53 (Rent Equipment) for the rental of copiers and dishmachines.

Chief John Shauberger

To: Fran Lee / Auditing Department

From: Greg Keller / Maintenance Department

Date: June 25, 2019

Subject: Budget Transfer

We are requesting that you transfer $9,000.00 from account #120-6083-416-10-72 (Maintenance Crew Account) and put into account #120-6083-416-60-03 (Building Courthouse). For the additional amount need to replace two flag poles in front of the Historical Courthouse. This will help us thru remainder of budget year '18-'19. If you have any questions please call ext. 8511.

Thank you,

GK/pa

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	263.05	460824	
DAWN DONUTS	45.50	460937	
			308.55**
ROAD & BRIDGE PCT.#1			
ABLE FASTENER, INC.	66.51	460739	
SPIDLE & SPIDLE	680.00	460742	
M&D SUPPLY	31.85	460783	
MUNRO'S	34.10	460788	
SMART'S TRUCK & TRAILER, INC.	293.68	460810	
AT&T	67.00	460815	
VULCAN MATERIALS CO.	3,462.28	460826	
CDW COMPUTER CENTERS, INC.	187.27	460834	
VERIZON WIRELESS	75.98	460840	
CINTAS CORPORATION	56.97	460940	
FUNCTION 4 LLC	19.41	460948	
			4,975.05**
ROAD & BRIDGE PCT.#2			
MUNRO'S	20.00	460788	
RITTER @ HOME	90.96	460802	
VULCAN MATERIALS CO.	6,815.91	460826	
CENTERPOINT ENERGY RESOURCES CORP	43.75	460873	
NEW WAVE WELDING TECHNOLOGY	6.82	460891	
ACT PIPE AND SUPPLY	847.72	460893	
FUNCTION 4 LLC	24.96	460948	
			7,850.12**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	4.68	460764	
ENTERGY	147.09	460771	
ISI COMMERCIAL REFRIGERATION	209.35	460774	
MUNRO'S	38.85	460788	
AT&T	73.87	460815	
TAC - TEXAS ASSN. OF COUNTIES	230.00	460816	
TIME WARNER COMMUNICATIONS	118.84	460817	
DEPARTMENT OF INFORMATION RESOURCES	.03	460835	
MARTIN PRODUCT SALES LLC	346.00	460878	
SHOPPA'S FARM SUPPLY	21.79	460932	
FUNCTION 4 LLC	38.82	460948	
			1,229.32**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - WATER DEPT.	19.60	460752	
ENTERGY	19.96	460771	
CASH ADVANCE ACCOUNT	178.62	460778	
OIL CITY TRACTORS, INC.	79.56	460794	
OLMSTED-KIRK PAPER	20.36	460795	
HOBBY LOBBY	96.93	460830	
EVERETT D ALFRED	89.90	460861	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	75.11	460930	
FUNCTION 4 LLC	63.73	460948	
			643.77**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	.50	460844	
FUNCTION 4 LLC	127.84	460948	
			128.34**
PARKS & RECREATION			
ENTERGY	247.88	460771	
			247.88**
GENERAL FUND			
NATHAN REYNOLDS, JR.	96.00	460801	
SONYA COFFMAN	15.00	460894	
TOMMY YEATES	140.00	460975	
			251.00*
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	168.70	460793	
DEPARTMENT OF INFORMATION RESOURCES	.05	460835	
UNITED STATES POSTAL SERVICE	455.50	460844	
ROCHESTER ARMORED CAR CO INC	378.40	460907	
FUNCTION 4 LLC	102.60	460948	
			1,105.25*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	1,125.00	460787	
PINNACLE EMPLOYEE TESTING	120.00	460797	
SOCIETY FOR HUMAN RESOURCE	209.00	460811	
PRE CHECK, INC.	389.50	460837	
UNITED STATES POSTAL SERVICE	16.07	460844	
SIERRA SPRING WATER CO. - BT	28.56	460847	
FUNCTION 4 LLC	19.41	460948	
			1,907.54*
AUDITOR'S OFFICE			
OFFICE DEPOT	283.97	460793	
UNITED STATES POSTAL SERVICE	2.15	460844	
FUNCTION 4 LLC	19.41	460948	
			305.53*
COUNTY CLERK			
OFFICE DEPOT	137.31	460793	
UNITED STATES POSTAL SERVICE	254.20	460844	
MANATRON	1,785.00	460885	
ENGINEERING INNOVATION	74.87	460942	
FUNCTION 4 LLC	291.99	460948	
			2,543.37*
COUNTY JUDGE			
TEXAS COLLEGE OF PROBATE JUDGE	450.00	460823	
UNITED STATES POSTAL SERVICE	.41	460844	
ROCKY LAWDERMILK	1,250.00	460854	
JEFF R BRANICK	343.36	460880	
GRACE NICHOLS	800.00	460896	
KATY LEIGH DELAHOUSSAYE	500.00	460897	
HARVEY L WARREN III	1,200.00	460901	
P DEAN BRINKLEY	500.00	460906	
DUSTIN R. GALMOR	500.00	460909	
BRITTANIE HOLMES	500.00	460919	
WILLIAM MARCUS WILKERSON	500.00	460920	
WILLIAM FORD DISHMAN	500.00	460928	
JAN GIROUARD & ASSOCIATES LLC	200.00	460939	
FUNCTION 4 LLC	19.41	460948	
JAMES M BLACK	500.00	460967	
DAVID VANN DECORDOVA JR	500.00	460969	
			8,263.18*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	9.49	460844	
FUNCTION 4 LLC	19.41	460948	
			28.90*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	132.84	460844	
FUNCTION 4 LLC	92.04	460948	
			224.88*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	654.53	460795	
FUNCTION 4 LLC	603.16	460948	
			1,257.69*
PURCHASING DEPARTMENT			
OFFICE DEPOT	55.34	460793	
UNITED STATES POSTAL SERVICE	44.55	460844	
FUNCTION 4 LLC	19.41	460948	
			119.30*
GENERAL SERVICES			
SPINDLETOP MHMR	33,650.58	460782	

NAME	AMOUNT	CHECK NO.	TOTAL
OLMSTED-KIRK PAPER	3,465.00	460795	
SANDIFER'S LP GAS CO.	1,152.22	460803	
TIME WARNER COMMUNICATIONS	285.81	460819	
TRI-CITY COFFEE SERVICE	180.50	460824	
ADVANCED STAFFING	97.50	460831	
TOWER COMMUNICATIONS, INC.	2,435.00	460842	
ALLISON, BASS & ASSOCIATES, LLP	600.25	460860	
CROWN CASTLE INTERNATIONAL	1,591.26	460865	
SAM'S CLUB DIRECT	58.20	460918	
GREGORY R KELLER	62.97	460963	
			43,579.29*
DATA PROCESSING			
DELL MARKETING L.P.	1,420.95	460758	
IBM	985.00	460773	
CDW COMPUTER CENTERS, INC.	268.04	460834	
VERIZON WIRELESS	75.98	460840	
TODD L. FREDERICK	640.90	460849	
FUNCTION 4 LLC	19.41	460948	
			3,410.28*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	120.90	460844	
FUNCTION 4 LLC	19.41	460948	
			140.31*
ELECTIONS DEPARTMENT			
DEPARTMENT OF INFORMATION RESOURCES	.04	460835	
CALVARY BAPTIST CHURCH	1,175.00	460868	
ENTERPRISE RENT-A-CAR	198.47	460890	
FUNCTION 4 LLC	75.34	460948	
			1,448.85*
DISTRICT ATTORNEY			
DALLAS CHILDRENS ADVOCACY CENTER	530.00	460757	
FED EX	106.30	460765	
KIRKSEY'S SPRINT PRINTING	50.90	460779	
OFFICE DEPOT	783.14	460793	
UNITED STATES POSTAL SERVICE	130.29	460844	
MCM ELEGANTE HOTEL	216.20	460876	
PATRIOT GROUP	1,106.00	460882	
PCM-G	340.00	460898	
FUNCTION 4 LLC	133.11	460948	
			3,395.94*
DISTRICT CLERK			
COUNTY & DISTRICT CLERK ASSN. OF TX	125.00	460756	
UNITED STATES POSTAL SERVICE	179.02	460844	
FUNCTION 4 LLC	19.41	460948	
			323.43*
CRIMINAL DISTRICT COURT			
TODD W LEBLANC	1,600.00	460741	
THOMAS J. BURBANK PC	5,488.60	460750	
MATUSKA LAW FIRM	10,675.00	460931	
FUNCTION 4 LLC	122.48	460948	
LAW OFFICE OF JOSHUA ZIENTEK PLLC	3,000.00	460973	
			20,886.08*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.41	460844	
FUNCTION 4 LLC	19.41	460948	
			19.82*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.82	460844	
SIERRA SPRING WATER CO. - BT	60.54	460848	
FUNCTION 4 LLC	19.41	460948	
			80.77*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.24	460844	
FUNCTION 4 LLC	19.41	460948	
			20.65*
172ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	20.40	460844	
FUNCTION 4 LLC	19.41	460948	
			39.81*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC	2,059.24	460750	
EDWARD B. GRIPON, M.D., P.A.	595.00	460769	
UNITED STATES POSTAL SERVICE	19.54	460844	
JOEL WEBB VAZQUEZ	900.00	460869	
M.K. HAMZA, PHD, P.A.	2,000.00	460921	
FUNCTION 4 LLC	19.41	460948	
LAW OFFICE OF JOSHUA ZIENTEK PLLC	2,250.00	460973	
			7,843.19*
279TH DISTRICT COURT			
FUNCTION 4 LLC	19.41	460948	
			19.41*
317TH DISTRICT COURT			
NOTARY PUBLIC UNDERWRITERS AGENCY	102.75	460836	
JUDY PAASCH	2,465.42	460871	
FUNCTION 4 LLC	19.41	460948	
			2,587.58*
JUSTICE COURT-PCT 1 PL 1			
KEN DOLLINGER	150.00	460759	
OFFICE DEPOT	212.29	460793	
UNITED STATES POSTAL SERVICE	46.09	460844	
FUNCTION 4 LLC	24.96	460948	
			433.34*
JUSTICE COURT-PCT 1 PL 2			
OFFICE DEPOT	323.61	460793	
TEXAS STATE UNIVERSITY SAN MARS	150.00	460813	
UNITED STATES POSTAL SERVICE	3.15	460844	
FUNCTION 4 LLC	19.41	460948	
			496.17*
JUSTICE COURT-PCT 4			
MCNEILL INSURANCE AGENCY	71.00	460786	
POSTMASTER	303.00	460798	
DEPARTMENT OF INFORMATION RESOURCES	.32	460835	
FUNCTION 4 LLC	24.96	460948	
			399.28*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	26.47	460844	
SIERRA SPRING WATER CO. - BT	46.56	460845	
FUNCTION 4 LLC	19.41	460948	
			92.44*
JUSTICE COURT-PCT 7			
TEXAS STATE UNIVERSITY SAN MARS	100.00	460814	
AT&T	32.36	460815	
DEPARTMENT OF INFORMATION RESOURCES	.06	460835	
			132.42*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC	19.41	460948	
			19.41*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	4.94	460844	
FUNCTION 4 LLC	68.20	460948	
			73.14*
COUNTY COURT AT LAW NO. 2			
DAVID W BARLOW	250.00	460748	
ANTOINE FREEMAN	250.00	460889	
MATUSKA LAW FIRM	250.00	460931	
FUNCTION 4 LLC	19.41	460948	
THE SAMUEL FIRM, PLLC	250.00	460971	
			1,019.41*
COUNTY COURT AT LAW NO. 3			

NAME	AMOUNT	CHECK NO.	TOTAL
TODD W LEBLANC	300.00	460741	
UNITED STATES POSTAL SERVICE	1.65	460844	
FUNCTION 4 LLC	19.41	460948	
			321.06*
COURT MASTER			
UNITED STATES POSTAL SERVICE	2.24	460844	
FUNCTION 4 LLC	19.41	460948	
			21.65*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	7.74	460844	
FUNCTION 4 LLC	19.41	460948	
			27.15*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	77.64	460948	
			77.64*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	28.00	460763	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	280.00	460776	
MOORMAN & ASSOCIATES, INC.	2,400.00	460787	
OFFICE DEPOT	3,503.49	460793	
ROCIC	300.00	460799	
DEPARTMENT OF INFORMATION RESOURCES	537.41	460835	
VERIZON WIRELESS	3,305.15	460839	
UNITED STATES POSTAL SERVICE	1,316.62	460844	
BEAUMONT OCCUPATIONAL SERVICE, INC.	209.70	460851	
LOWE'S HOME CENTERS, INC.	134.48	460852	
RITA HURT	1,100.00	460912	
GALLS LLC	178.07	460934	
FUNCTION 4 LLC	221.84	460948	
AXON ENTERPRISE INC	3,621.00	460953	
FANNETT VETERINARY CLINIC	284.97	460964	
			17,420.73*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	866.46	460744	
OFFICE DEPOT	535.75	460793	
RESTEK CORPORATION	91.67	460800	
HENRY SCHEIN, INC.	412.16	460805	
CDW COMPUTER CENTERS, INC.	764.06	460834	
VERIZON WIRELESS	75.98	460839	
SHI GOVERNMENT SOLUTIONS, INC.	622.94	460850	
CERILLIANT	246.00	460856	
JULIE HANNON	600.00	460925	
FUNCTION 4 LLC	24.96	460948	
AIRGAS USA, LLC	136.69	460968	
			4,376.67*
JAIL - NO. 2			
AAA LOCK & SAFE	266.00	460735	
A&A ELECTRIC CO OF BEAUMONT INC	427.50	460737	
MARK'S PLUMBING PARTS	272.74	460738	
AVIALL	708.70	460746	
BOB BARKER CO., INC.	5,097.00	460747	
BEAUMONT TRACTOR COMPANY	17.51	460749	
CITY OF BEAUMONT - WATER DEPT.	15,465.57	460752	
COASTAL WELDING SUPPLY	88.35	460754	
COBURN'S, BEAUMONT BOWIE (1)	176.40	460755	
ECOLAB	1,450.42	460761	
EASTEX RUBBER & GASKET	39.70	460762	
GOLD CREST ELECTRIC CO., INC.	127.50	460767	
W.W. GRAINGER, INC.	443.80	460768	
ENTERGY	53.47	460771	
HYDRO-CLEAN SERVICES, INC.	2,110.00	460772	
JACK BROOKS REGIONAL AIRPORT	654.36	460777	
KOMMERCIAL KITCHENS	38.00	460780	
M&D SUPPLY	128.87	460783	
OFFICE DEPOT	1,623.19	460793	
SANITARY SUPPLY, INC.	2,195.64	460804	
SCOOTER'S LAWNMOWERS	796.88	460806	

NAME	AMOUNT	CHECK NO.	TOTAL
SCOTT EQUIPMENT, INC.	208.47	460807	
SHERIFF'S ASSOCIATION OF TEXAS	350.00	460809	
TCT INDUSTRIES, INC.	240.00	460822	
WORTH HYDROCHEM	342.00	460829	
DEPARTMENT OF INFORMATION RESOURCES	1.49	460835	
LOWE'S HOME CENTERS, INC.	241.48	460852	
INTERCONTINENTAL JET CORP	125.60	460872	
BELT SOURCE	64.97	460877	
DOGUET RICE MILLING COMPANY	96.00	460883	
SOUTHEAST TEXAS STARTER	87.89	460888	
FIRETROL PROTECTION SYSTEMS, INC.	9,879.87	460895	
WORLD FUEL SERVICES	1,565.10	460900	
INDEPENDENT STATIONERS	499.76	460910	
INDUSTRIAL & COMMERCIAL MECHANICAL	225.00	460915	
EPIC CARD SERVICES LLC	576.00	460916	
SAM'S CLUB DIRECT	15.00	460918	
MATERA PAPER COMPANY INC	2,946.95	460923	
THOMSON REUTERS-WEST	3,961.79	460924	
GALLS LLC	5,646.09	460934	
IMPACT WASTE LLC	720.00	460941	
TURBINE AIRCRAFT COMPONENTS LLC	1,746.60	460944	
FUNCTION 4 LLC	354.97	460948	
THE MONOGRAM SHOP	27.00	460950	
FOOD MARKETING CONCEPTS INC	20,135.31	460954	
HARDIE'S FRESH FOODS	23,326.88	460955	
NATIONAL FOOD GROUP INC	14,966.79	460956	
CORRHEALTH LLC	360,387.91	460961	
			480,920.52*
JUVENILE PROBATION DEPT.			
OFFICE DEPOT	580.88	460793	
VERIZON WIRELESS	51.85	460840	
UNITED STATES POSTAL SERVICE	12.50	460844	
SHANNA CITIZEN	108.46	460855	
FUNCTION 4 LLC	38.82	460948	
			792.51*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	2,876.87	460752	
SANITARY SUPPLY, INC.	141.61	460804	
CHARMTEX INC.	143.70	460863	
FLOWERS FOODS	124.82	460866	
FUNCTION 4 LLC	63.73	460948	
BIG THICKET PLUMBING INC	150.00	460962	
STERICYCLE, INC	35.00	460965	
			3,535.73*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	621.68	460778	
VERIZON WIRELESS	227.94	460840	
UNITED STATES POSTAL SERVICE	78.54	460844	
FUNCTION 4 LLC	89.62	460948	
			1,017.78*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	460840	
WATCH GUARD VIDEO	4,820.00	460886	
			4,933.97*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	460840	
FUNCTION 4 LLC	19.41	460948	
TND WORKWEAR CO LLC	314.00	460949	
			447.38*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	460840	
UNITED STATES POSTAL SERVICE	24.72	460844	
FUNCTION 4 LLC	19.41	460948	
			158.10*
CONSTABLE PCT. 7			
CASH ADVANCE ACCOUNT	185.00	460778	

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	32.36	460815	
VERIZON WIRELESS	113.97	460840	
			331.33*
CONSTABLE PCT. 8			
OFFICE DEPOT	332.15	460793	
VERIZON WIRELESS	113.97	460840	
FUNCTION 4 LLC	89.56	460948	
			535.68*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	6,525.00	460902	
			6,525.00*
AGRICULTURE EXTENSION SVC			
HACH COMPANY	76.92	460736	
FUNCTION 4 LLC	55.47	460948	
			132.39*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	1,040.00	460753	
OFFICE DEPOT	1,744.17	460793	
AUSTIN CECIL WALKES MD PA	3,245.08	460828	
UNITED STATES POSTAL SERVICE	79.65	460844	
CONNIE M ROBERTS	159.24	460881	
PROCTOR'S MORTUARY INC	1,500.00	460903	
FUNCTION 4 LLC	103.29	460948	
			7,871.43*
HEALTH AND WELFARE NO. 2			
AT&T	32.36	460815	
AUSTIN CECIL WALKES MD PA	3,245.08	460828	
FUNCTION 4 LLC	38.82	460948	
STERICYCLE, INC	35.00	460965	
			3,351.26*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	460743	
FUNCTION 4 LLC	19.41	460948	
			1,019.41*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.40	460835	
FUNCTION 4 LLC	89.62	460948	
			90.02*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	44,753.95	460927	
			44,753.95*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	29.25	460735	
CERTIFIED LABORATORIES	437.50	460751	
CITY OF BEAUMONT - WATER DEPT.	10,795.03	460752	
ECOLAB	209.95	460761	
ENTERGY	43,572.43	460771	
M&D SUPPLY	71.73	460783	
MCCOWN PAINT & SUPPLY OF TEXAS	95.20	460784	
SANITARY SUPPLY, INC.	1,709.46	460804	
ACE IMAGEWEAR	208.41	460808	
AT&T	5,797.77	460815	
DEPARTMENT OF INFORMATION RESOURCES	648.25	460835	
OTIS ELEVATOR COMPANY	2,808.46	460864	
ZENO IMAGING	719.97	460904	
CINTAS CORPORATION	88.67	460940	
FUNCTION 4 LLC	19.41	460948	
			67,211.49*
MAINTENANCE-PORT ARTHUR			
AT&T	1,406.30	460815	
TIME WARNER COMMUNICATIONS	91.72	460818	
TIME WARNER COMMUNICATIONS	423.13	460821	
HOWARD'S AUTO SUPPLY	539.83	460833	

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES	.27	460835	
PARKER LUMBER	58.80	460905	
FUNCTION 4 LLC	38.82	460948	
AQUA CAM	635.00	460957	
			3,193.87*
MAINTENANCE-MID COUNTY			
CENTERPOINT ENERGY RESOURCES CORP	82.65	460873	
FUNCTION 4 LLC	19.41	460948	
			102.06*
SERVICE CENTER			
SPIDLE & SPIDLE	16,297.78	460742	
J.K. CHEVROLET CO.	184.81	460775	
MUNRO'S	183.60	460788	
PHILPOTT MOTORS, INC.	1,709.15	460796	
VIN'S PAINT & BODY, INC.	4,497.43	460832	
JEFFERSON CTY. TAX OFFICE	7.50	460838	
BUMPER TO BUMPER	542.16	460870	
MIGHTY OF SOUTHEAST TEXAS	52.58	460911	
EASTEX PRESSURE WASHERS	306.00	460913	
SILSBEE FORD INC	1,706.10	460929	
FUNCTION 4 LLC	19.41	460948	
			25,506.52*
VETERANS SERVICE			
OFFICE DEPOT	182.40	460793	
HILARY GUEST	106.60	460857	
FUNCTION 4 LLC	66.56	460948	
			355.56*
			777,498.52**
MOSQUITO CONTROL FUND			
MUNRO'S	59.03	460788	
OFFICE DEPOT	51.51	460793	
UNITED PARCEL SERVICE	11.37	460825	
CENTERPOINT ENERGY RESOURCES CORP	34.06	460873	
RUTTY & MORRIS LLC	95.00	460884	
PARKER LUMBER	43.93	460905	
FUNCTION 4 LLC	19.41	460948	
TARGET SPECIALTY PRODUCTS	9,532.80	460952	
O'REILLY AUTO PARTS	50.61	460966	
			9,897.72**
FEMA EMERGENCY			
MARTIN PRODUCT SALES LLC	1,216.00	460879	
GULF COAST	11,677.64	460943	
			12,893.64**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	19.41	460948	
			19.41**
J.C. FAMILY TREATMENT			
OFFICE DEPOT	127.23	460793	
JUDY PAASCH	137.13	460871	
PATRICIA PETERS	20.00	460938	
			284.36**
SECURITY FEE FUND			
NATHAN REYNOLDS, JR.	5.00	460801	
TOMMY YEATES	5.00	460975	
			10.00**
LAW LIBRARY FUND			
NATHAN REYNOLDS, JR.	10.00	460801	
LEXISNEXIS MATTHEW BENDER	1,167.89	460853	
THOMSON REUTERS-WEST	303.27	460924	
FUNCTION 4 LLC	19.41	460948	
TOMMY YEATES	10.00	460975	
			1,510.57**
JUVENILE PROB & DET. FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	100.08	460840	
			100.08**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT	158.35	460778	
			158.35**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	731.78	460793	
TIME WARNER COMMUNICATIONS	127.76	460820	
DEPARTMENT OF INFORMATION RESOURCES	1.16	460835	
VERIZON WIRELESS	46.78	460840	
UNITED STATES POSTAL SERVICE	55.88	460844	
JCCSC	125.00	460908	
NORTH TEXAS TOLLWAY AUTHORITY	3.18	460958	
			1,091.54**
JEFF. CO. WOMEN'S CENTER			
A&A ELECTRIC CO OF BEAUMONT INC	401.82	460737	
ENTERGY	1,679.50	460771	
ISI COMMERCIAL REFRIGERATION	105.00	460774	
KIM MCKINNEY, LPC, LMFT	225.00	460785	
OFFICE DEPOT	210.60	460793	
BURT WALKER PARTNERS, LTD	4,500.00	460827	
DEPARTMENT OF INFORMATION RESOURCES	.11	460835	
VERIZON WIRELESS	15.71	460840	
VINCENT'S A/C	316.98	460841	
BEN E KEITH FOODS	1,121.36	460867	
ROCHESTER ARMORED CAR CO INC	123.36	460907	
SAM'S CLUB DIRECT	107.84	460918	
MATERA PAPER COMPANY INC	78.40	460923	
FUNCTION 4 LLC	38.82	460948	
			8,924.50**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	28.69	460783	
FUNCTION 4 LLC	24.96	460948	
			53.65**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	22.19	460948	
			22.19**
LAW OFFICER TRAINING GRT			
GT DISTRIBUTORS, INC.	141.04	460766	
LAMAR UNIVERSITY	75.00	460781	
OFFICE DEPOT	77.72	460793	
			293.76**
COUNTY RECORDS MANAGEMENT			
NATHAN REYNOLDS, JR.	15.00	460801	
VISTA SOLUTIONS GROUP, LP	4,800.00	460858	
TOMMY YEATES	15.00	460975	
			4,830.00**
FAMILY PROTECTION FEE FND			
NATHAN REYNOLDS, JR.	15.00	460801	
			15.00**
DEPUTY SHERIFF EDUCATION			
TEEX	1,000.00	460745	
CASH ADVANCE ACCOUNT	248.75	460778	
			1,248.75**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.94	460840	
			227.94**
HOTEL OCCUPANCY TAX FUND			
BRYSTAR CONTRACTING, INC.	21,860.00	460740	
ENTERGY	1,041.59	460771	
DEPARTMENT OF INFORMATION RESOURCES	.84	460835	
UNITED STATES POSTAL SERVICE	.50	460844	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	87.36	460948	
			22,990.29**
DISTRICT CLK RECORDS MGMT			
NATHAN REYNOLDS, JR.	5.00	460801	
FUNCTION 4 LLC	38.82	460948	
TOMMY YEATES	5.00	460975	
			48.82**
CAPITAL PROJECTS FUND			
LJA ENGINEERING INC	2,245.08	460914	
			2,245.08**
COASTAL RESTORATION PRJCT			
MK CONSTRUCTORS	1,439,881.07	460917	
			1,439,881.07**
AIRPORT FUND			
DYNAMIC POWER SYSTEM, INC.	1,175.00	460760	
NOACK LOCKSMITH	9.00	460789	
OFFICE DEPOT	873.05	460793	
S.E. TEXAS BUILDING SERVICE	4,246.66	460812	
VERIZON WIRELESS	37.99	460840	
LOWE'S HOME CENTERS, INC.	1,187.12	460852	
MCGRIFF, SEIBELS & WILLIAMS OF TX	8,774.00	460859	
HERRERA'S EMERGENCY LIGHTING	130.00	460862	
ROBERT'S TEXACO XPRESS LUBE	7.00	460892	
UNIFIRST HOLDINGS INC	166.65	460899	
ADVANCE AUTO PARTS	365.11	460922	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	229.95	460930	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	5.80	460933	
FUNCTION 4 LLC	38.82	460948	
WAUKESHA-PEARCE INDUSTRIES LLC	473.89	460951	
TITAN AVIATION FUELS	59,843.76	460970	
FERRARA FIRE APPARATUS, INC	2,241.53	460972	
RENEGADE INDUSTRIAL SUPPLY	50.00	460974	
			79,855.33**
SE TX EMP. BENEFIT POOL			
HOLMES MURPHY	13,750.00	460875	
EXPRESS SCRIPTS INC	132,688.91	460959	
UNITEDHEALTHCARE INSURANCE COMPANY	102,641.46	460960	
			249,080.37**
LIABILITY CLAIMS ACCOUNT			
CALVERT EAVES CLARKE & STELLY LLP	556.69	460936	
			556.69**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	10,506.90	460874	
			10,506.90**
SHERIFF'S FORFEITURE FUND			
VERIZON WIRELESS	75.98	460839	
			75.98**
DISTRICT CLERK FILING FEE			
NATHAN REYNOLDS, JR.	45.00	460801	
TOMMY YEATES	50.00	460975	
			95.00**
JUDICIAL SUPPORT FUND			
NATHAN REYNOLDS, JR.	42.00	460801	
			42.00**
ELECTRONIC FILING FEE			
NATHAN REYNOLDS, JR.	30.00	460801	
TOMMY YEATES	30.00	460975	
			60.00**
JUD/CT PERSONNELTRNG 100%			
NATHAN REYNOLDS, JR.	5.00	460801	
SONYA COFFMAN	5.00	460894	

NAME	AMOUNT	CHECK NO.	TOTAL
TOMMY YEATES	5.00	460975	
			15.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,686.00	460713	
CLEAT	342.00	460714	
JEFFERSON CTY. TREASURER	13,895.21	460715	
RON STADTMUELLER - CHAPTER 13	157.50	460716	
INTERNAL REVENUE SERVICE	208.00	460717	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,980.00	460718	
JEFFERSON CTY. COMMUNITY SUP.	9,971.33	460719	
JEFFERSON CTY. TREASURER - HEALTH	524,609.88	460720	
JEFFERSON CTY. TREASURER - PAYROLL	1,720,359.82	460721	
JEFFERSON CTY. TREASURER - PAYROLL	607,165.17	460722	
MONY LIFE INSURANCE OF AMERICA	100.34	460723	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,117.77	460724	
TGSLC	632.02	460725	
JEFFERSON CTY. TREASURER - TCDRS	654,758.49	460726	
JEFFERSON COUNTY TREASURER	2,730.89	460727	
JEFFERSON COUNTY - TREASURER -	7,025.44	460728	
NECHES FEDERAL CREDIT UNION	40,550.59	460729	
JEFFERSON COUNTY - NATIONWIDE	53,842.06	460730	
JOHN TALTON	1,835.38	460731	
BELINDA M ZURITA	230.77	460732	
INVESCO INVESTMENT SERVICES, INC	1,519.99	460733	
JEFFERSON CTY. TREASURER - PAYROLL	9,027.50	460734	
			3,668,746.15**
APPELLATE JUDICIAL SYSTEM			
NATHAN REYNOLDS, JR.	5.00	460801	
TOMMY YEATES	5.00	460975	
			10.00**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	265.93	460840	
			265.93**
DISTRICT CRT RECORDS TECH			
NATHAN REYNOLDS, JR.	10.00	460801	
TOMMY YEATES	10.00	460975	
			20.00**
MARINE DIVISION			
GULF COAST SCREW & SUPPLY	1,480.45	460770	
JACK BROOKS REGIONAL AIRPORT	477.00	460777	
VERIZON WIRELESS	341.91	460839	
SIERRA SPRING WATER CO. - BT	153.03	460846	
BUMPER TO BUMPER	232.55	460870	
THE DINGO GROUP-PETE JORGENSON MARI	1,656.45	460887	
BILLY OWENS	861.65	460935	
			5,203.04**
SHERIFF-SPINDLETOP GRANT			
GT DISTRIBUTORS, INC.	88.86	460766	
			88.86**
			6,314,249.52***

AGENDA ITEM **July 1, 2019**

Consider, possibly approve, receive and file 2017-2018 Audit and Management letter of Jefferson County Emergency Services District No. 1 pursuant to Sec. 775.082, Health & Safety Code.

BENCKENSTEIN & OXFORD, L.L.P.

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June 27, 2019

Regular Mail and Via e-mail: jbranick@co.jefferson.tx.us
The Honorable Jeff Branick
Jefferson County Judge
1149 Pearl Street
Beaumont, Texas 77701

Re: Jefferson County Emergency Service District #1; Audit Report for FY 2017-2018

Dear Judge Branick,

On behalf of the Jefferson County Emergency Service District No. 1 ("District"), I am writing to submit the October 1, 2017 through September 30, 2018 audit as required by Section 775.082 of the HEALTH AND SAFETY CODE. This audit was reviewed by the District's Commissioners at last night's Regular Meeting and unanimously accepted.

Typically, the District files a Compiled Financial Statement, as opposed to a complete audit, to satisfy its statutory requirements of the Section 775.0821 of the Texas Health and Safety Code because in a routine year, the District does not satisfy the three (3) criteria necessary to perform an audits. The criteria are:

1. Outstanding bonds or any outstanding liabilities having a term of more than one year during the previous fiscal year;
2. Receipt of more than $250,000.00 in gross receipts from operations, loans, taxes or contributions during the previous fiscal year; and
3. Total of more than $250,000.00 in cash and temporary investments during the previous fiscal year.

However, during 2017-2018 fiscal year, the District received more than $250,000.00 in cash and temporary investments in the form of Hurricane Harvey insurance proceeds and therefore, engaged J.R. Edwards & Associates to audit the District's 2017-2018 Financial Statements. Since the Jefferson County Emergency Services District No. 1, Inc. (i.e., Volunteer

Fire Department) was a component unit of the District, their financial statements were audited as well.

Overall, the auditors found no significant deficient but did identify deficiencies they felt were opportunities to strengthen internal controls. Specifically, in their Management Letter, the Auditors suggested the District 1) developing a centrally located general ledger through software; and 2) implement policies and procedures for record retention.

As part of the discussion on the deficiencies, the Auditors did recognize the changes in District's financial operations during the 2018-2019 fiscal year so the District retains control over the revenues and expenses. In addition, the District Commissioners agreed to engage the Auditors at the next regularly scheduled meeting to assist in the development of a general ledger using Quickbooks.

In regard to the record retention policy, this issue was raised because many of the District's records were lost and/or damaged during Hurricane Harvey. In response, at the January 22, 2018 Regular Meeting, the District adopted a Recorded Retention Policy as required by Texas Government Code, Chapter 441. In addition, the District now saves its documents electronically.

Once again, the District appreciates the County Commissioners granting the District an extension to the May 31st audit filing deadline. Furthermore, the District requests that you accept the 2017-2018 Audit and Management Letter in satisfaction of the District's obligations pursuant to Health & Safety Code Section 775.082(e-1). If you have any questions or concerns, please do not hesitate to contact me.

With best regards, I remain, very truly yours,

By:_____

Hubert Oxford, IV
General Counsel
Jefferson County Emergency Service District No. 1

HOIV
Enclosure

cc:

To:	E-mail Address:
The Honorable Eddie Arnold Commissioner, Pct. 1 20205 W. Hwy 90 China, Texas 77613	eddiearnold@co.jefferson.tx.us
Mr. Patrick Swain Jefferson County Auditor P.O. Box 910 Anahuac, Texas 77514	pswain@co.jefferson.tx.us
Mr. Fred Jackson Assistant to the County Judge	fjackson@co.jefferson.tx.us
Mr. John Johnson President, JCESD NO. 1	jles53@gmail.com
Mr. Hoyt Simmons Vice President, JCESD No. 1	hsimmons45@yahoo.com
Mr. Mark Zambardino Treasurer, JCESD No. 1	Mark.Zambardino@camelliahomes.com
Mr. Brett Weldy Secretary, JCESD No. 1	bweldy72@gmail.com
Mr. Chris Gonzales Administrator, JCESD No. 1 & Chief of JCESD No. 1, Inc.	cgonzales@jcesd1.org
Mrs. Julie LaFlamme Assistant Administrator, JCESD No.1	jcesd1inc@gmail.com
Mr. Roger Croley JCESD No. 1, Auditor	Roger@jrecpa.com

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2018

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
Annual Financial Report
For The Year Ended SEPTEMBER 30, 2018

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INTRODUCTORY SECTION

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 1

CERTIFICATE OF BOARD

We, the undersigned, certify that this accompanying audit report of the above named district was reviewed and approved for the year ended September 30, 2018 at a meeting of the Board of Commissioners held on the 26th day of June, 2019.

Board President

Board Secretary

FINANCIAL SECTION

J. R. Edwards & Associates, LLC
Certified Public Accountants

June 24, 2019

INDEPENDENT AUDITOR'S REPORT

The Board of Commissioners
Jefferson County Emergency Services District No. 1
Jefferson County, Texas

We have audited the accompanying financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No.1, as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund the Jefferson County Emergency Services District No. 1, as of September 30, 2018, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

1465 Cornerstone Court, Ste. A • Beaumont, TX 77706
Phone (409) 924-9100 • Fax (409) 924-0990

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 - 9 and page 22 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

J.R. Edwards & Associates, LLC

In this section of the Annual Financial Report, we, the managers of the Jefferson County Emergency Services District No. 1 (the District), discuss and analyze the District's financial performance for the fiscal year ended September 30, 2018. We encourage readers to consider the information presented here in conjunction with the independent auditors' report on page 2, and the District's Basic Financial Statements that begin on page 10.

FINANCIAL HIGHLIGHTS

- The District's total combined net position was $429,117 at September 30, 2018.
- During the year, the District's revenues were $84,442 more than the $400,134 generated in expenses for governmental activities.
- The general fund reported a fund balance this year of $283,558. All is for unrestricted use by the District.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements include three components: (1) management's discussion and analysis (this section), (2) the basic financial statements, and (3) required supplementary information.

Government-Wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. They include the Statement of Net Position and the Statement of Activities that provide information about the activities of the District as a whole and present a longer-term view of the District's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

The Statement of Net Position presents information in a format that displays assets, plus deferred outflows of resources, less liabilities, less deferred inflows of resources to equal net position. Net position is displayed in three components – net investment in capital assets, restricted, and unrestricted. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District's tax base.

The *Statement of Activities* presents information showing how the government's net position changed during the current fiscal year. All changes in net position are reported for all of the current year's revenues and expenses regardless of when cash is received or paid. Thus, revenue and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the District's government-wide financial statements distinguish the functions of the District as being principally supported by taxes (governmental activities) as opposed to business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges.

OVERVIEW OF THE FINANCIAL STATEMENTS - Continued

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objects. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related requirements. The fund financial statements provide detailed information about the District's most significant funds, *not* the District as a whole.

- Some funds are required by State law and by bond covenants.
- The Board of Commissioners may establish other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has the following kinds of funds:

- ***Governmental Funds.*** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

  Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

  The District's major governmental fund is the General Fund. Data for the remaining governmental funds are combined into a single, aggregated presentation.

  The District adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Notes to the Financial Statements. The notes provide additional information that is essential to a complete understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 16-21 of this report.

Required Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* that further explains and supports the information in the financial statements. Required supplementary information can be found on page 22 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Our analysis focuses on the Net Position (Table I) and Changes in Net Position (Table II) of the District's governmental activities.

The District's combined net position was $838,269 at September 30, 2018. (See Table I)

Table I
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 1
Net Position

	September 30, 2018
Current and Other Assets	$ 293,572
Capital Assets	207,132
Total Assets	500,704
Current Liabilities	22,625
Long-term liabilities	48,962
Total Liabilities	71,587
Net Assets:	
Invested in Capital Assets Net of Related Debt	135,545
Unrestricted	293,572
Total Net Position	$ 429,117

Approximately $135,545 of the District's net position represents investments in capital assets net of related debt. The $293,572 of unrestricted net position represents resources available to fund the programs of the District next year.

Changes in net position. The Districts total revenues were $633,672. For the current year most of the revenues resulted from sales taxes levied and miscellaneous revenues accounted for less than three percent.

In future years most of the District's revenues will be derived from sales taxes.

Total Cost of all programs and services was $400,134. The net position of the District for the current year decreased $233,538 (see Table II on page 7 of this report).

GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued

Key elements of the governmental activities of the District are reflected in the following table.

TABLE II
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 1
Changes in Net Position

	September 30, 2018
Revenues:	
General Revenues:	
Taxes	182,877
Contributions & Grants	301,660
Miscellaneous	39
Total Revenue	484,576
Expenses:	
General and administrative	170,497
Public Safety	175,712
Depreciation	49,519
Interest	4,406
Total Expenses Governmental Activities	400,134
Increase (Decrease) in Net Assets	84,442
Net Position - October 1 (Beginning)	344,675
Net Position - September 30 (Ending)	$ 429,117

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As previously noted, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

GENERAL FUND BUDGETARY HIGHLIGHTS

The District made few budget amendments, all were approved by the Board.

Additional information and a budgetary comparison can be found on page 23.

Revenue from taxes were less than budgeted amounts by approximately $1,690. Current expenses for the year which include emergency services and administrative expenses were approximately $10,809 less than budgeted.

The District included the capital expenditures for the equipment in the budget for this year.

CAPITAL ASSET AND LONG-TERM DEBT ACTIVITY

Capital Assets. At September 30, 2018 the District had $207,132 (net of depreciation) invested in capital assets, buildings, equipment and vehicles.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 1
Capital Assets
Governmental Activities

	September 30, 2018
Vehicles	$ 457,967
Equipment	194,635
Buildings	8,744
Totals	661,346
Less Accumulated Depreciation:	(454,214)
Net Capital Assets	$ 207,132

Long-Term Debt. At year-end, the District had $71,587 in notes payable and tax exempt obligations outstanding. More detailed information about the District's long-term liabilities is presented in the notes to the financial statements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 1
Outstanding Debt

	September 30, 2018
Governmental activities:	
Contractual Obligations	$ 71,587
Total	$ 71,587

ECONOMIC FACTORS AND NEW YEAR'S BUDGETS AND RATES

- The District sustained Hurricane Harvey at the end of the fiscal year ended September 30, 2017. The District had an influx of insurance funds.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the District's finances as well as demonstrate accountability for funds the District receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Jefferson County Emergency Services District # 1.

BASIC FINANCIAL STATEMENTS

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 EXHIBIT A

STATEMENT OF NET POSITION

SEPTEMBER 30, 2018

	Primary Government
	Governmental Actitivies
ASSETS	
Cash and cash equivalents	$ 283,248
Taxes receivable	10,324
Capital assets:	
Land	-
Buildings, property, and equipment, net	207,132
Total Assets	500,704
LIABILITIES	
Non-current liabilities:	
Due within one year	22,625
Due in more than one year	48,962
Total Liabilities	71,587
NET POSITION	
Net investment in capital assets	135,545
Unrestricted	293,572
Total Net Position	$ 429,117

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 EXHIBIT B

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2018

Functions / Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Primary Government Governmental Activities
Governmental activities:				
General government	$ 174,903	$ -	$ -	$ (174,903)
Fire and emergency services	225,231	-	-	(225,231)
Total governmental activities	400,134	-	-	(400,134)
Total Primary Government	$ 400,134	$ -	$ -	$ (400,134)
Taxes, penalties and interest				182,877
Contributions and grants				301,660
Other miscellaneous				39
Total general revenues				484,576
Change in Net Position				84,442
Net Position- Beginning				344,675
Net Position - Ending				$ 429,117

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 EXHIBIT C

BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2018

	Total Governmental Funds
	General Fund
ASSETS:	
Cash and cash equivalents	$ 283,248
Taxes receivable	10,324
TOTAL ASSETS	$ 293,572
LIABILITIES AND FUND BALANCES:	
LIABILITIES:	
Accounts payable	$ -
TOTAL LIABILITIES	-
DEFERRED INFLOWS OF RESOURCES:	
Unavailable revenue - property tax	10,014
TOTAL DEFERRED INFLOWS OF RESOURCES	10,014
FUND BALANCES:	
Unassigned Fund Balance	283,558
TOTAL FUND BALANCES	283,558
TOTAL LIABILITIES DEFERRED INFLOWS AND FUND BALANCE	$ 293,572

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 EXHIBIT C-1

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2018

Governmental fund balance as reported on the balance sheet for governmental funds.	$	283,558
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		207,132
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.		(71,587)
Recognition of deferred revenue as revenue increases net position.		10,014
Total net position as reported on the Statement of Net Position for Governmental Activities.	$	429,117

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3 EXBHIBIT D

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Total Governmental Funds
	General Fund
REVENUES	
Property taxes, penalties and interest	$ 182,877
Contributions and grants	301,660
Other miscellaneous	39
Total revenue	484,576
EXPENDITURES:	
Current:	
General government	174,903
Fire and emergency services	175,712
Total expenditures	350,615
OTHER FINANCING SOURCES (USES)	
Principal payments on loan	(21,598)
Total other financing sources and uses	(21,598)
NET CHANGE IN FUND BALANCES	112,363
FUND BALANCES - BEGINNING	171,195
FUND BALANCES - ENDING	$ 283,558

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 EXHIBIT D-1

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED SEPTEMBER 30, 2018

Net change in fund balances - total governmental funds (Exhibit D)		$ 112,363
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.		
Depreciation	$ (49,519)	(49,519)
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.		21,598
Change in net position of governmental activities (Exhibit B)		$ 84,442

The accompanying notes are an integral part of this financial statement.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements of the Jefferson County Emergency Services District No. 1 (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following represents the significant accounting policies used by the District.

A. Reporting Entity

On March 30, 1992, the voters of the District approved the formation of an emergency services district under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Health and Safety Code of the State of Texas. The District Commissioners met for the first time on June 21, 2010. The District provides emergency services to all persons residing in the proposed district. The District is exempt from federal income taxes, state sales tax and state franchise tax.

As required by generally accepted accounting principles, the financial statements of the reporting entity include those of the District (the primary government) and its component units. In evaluating how to define the District for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity is made by applying the criteria set forth in generally accepted accounting principles. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant indication of this ability is financial interdependency. Other indications of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. The other criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the district is able to exercise oversight responsibilities.

The District has determined that the Jefferson County Emergency Services District, Inc. (the Department) should be blended with the activities of the District. The District is financially accountable for the blended component unit. The basis for blending in the District requires the Department to present its budget for approval and that the Department is financially dependent upon the District.

B. Government-Wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the District. The reporting model includes financial statements prepared using the economic resources measurement focus and the accrual basis of accounting for all the District's activities. This approach includes not just current assets and liabilities (such as cash and accounts payable) but also capital assets and long-term liabilities (such as buildings and infrastructure and general obligation debt). Accrual accounting also reports all of the revenues and cost of providing services each year, not just those received or paid in the current year or soon thereafter.

The Statement of Net Position is designed to display the financial position of the primary government (the District) and its component units. Governments will report all capital assets, including infrastructure, in the government-wide Statement of Net Position and will report depreciation expense – the cost of "using up" capital assets – in the Statement of Activities. The net position of a government will be broken down into three categories – 1) invested in capital assets, net of related debt; 2) restricted; and 3) unrestricted.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

The statement of activities demonstrates the degree to which the direct expenses of a given structure or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues.*

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

C. Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenue is recognized as soon as it is both measureable and available. Revenue is considered to be available when it is collectible during the current period or soon enough thereafter to pay liabilities of the current period. For this purpose the District considers revenue to be available if it is collected within 60 days of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgements, are recorded only when payment is due.

Sales taxes, taxes receivable for service and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period where considered material.

The District reports the following major governmental funds:

The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

D. Budgetary Data

Demonstrating compliance with the adopted budget is an important component of a government's accountability to the public. Many governments revise their original budgets over the course of the year for a variety of reasons. Under the GASB 34 reporting model, governments will provide budgetary comparison information in their annual reports. The District is required to present the original budget with the comparison of final budget and actual results.

The budget was discussed and adopted by the Board for the fiscal year October 1, 2017 through September 30, 2018, at the September 2017 meeting. The budget was amended with board approval. The District adopted the current year budget on a line item basis.

E. Cash and Investments

Cash includes amounts in demand and time deposit accounts. Investments are reported at fair value. Short-term investments, such as certificates of deposit and debt securities with a maturity date of less than one year, are reported at cost, which approximates fair value.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

F. Receivables

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

G. Capital Assets

Capital outlays are recorded as expenditures of the General Fund and as assets in the government-wide financial statements of the District. Depreciation is recorded on general fixed assets on a government-wide basis. All fixed assets are valued at historical cost or estimated historical cost if actual cost was not available. Donated fixed assets are valued at their estimated fair market value on the date donated. Depreciation is computed using the straight line method.

Maintenance, repairs, and minor equipment are charged to operations when incurred. Expenditures that materially change capacities or extend useful lives are capitalized. Upon sale or retirement of land, buildings, and equipment, the cost and related accumulated depreciation, if applicable, are eliminated from the respective accounts and any resulting gain or loss is included in the results of operations. Estimated useful lives for depreciable assets are as follows:

Assets	Years
Vehicles & Equipment	7
Computer and Office Equipment	5
Fire Engines	10

H. Long-term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as expenditures.

I. Fund Equity

In the fund financial statements, governmental funds report classifications of fund balance based on controls placed upon the funds. In accordance with GASB Statement No. 54, fund balance classifications are recorded as follows:

Non-spendable Fund Balance – amounts that are not in spendable form or amounts that are legally and contractually required to be maintained intact.

Restricted Fund Balance – amounts constrained to a specific purpose by external parties through constitutional provisions or by enabling legislation.

Committed Fund Balance – amounts constrained to a specific purpose by the Commissioners (the highest level of authority within the District); amounts may only be appropriated by resolution of the Board of Commissioners and those amounts cannot be used for any other purpose unless the Commissioners take the same action to remove or change the constraint.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

Assigned Fund Balance- the Board of Commissioners delegate authority to the District to assign amounts for specific purpose as appropriate.

Unassigned Fund balance – residual classification applicable to the general fund only.

The District's unassigned general fund balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The unassigned general fund balance may only be appropriated by resolution of the Commissioners.

When it is appropriate for fund balance to be assigned, the Commissioners delegate authority to the District.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is from the most restrictive to the least restrictive, unless otherwise approved by the Commissioners.

J. Date of Management's Review

In preparing the financial statements, the District has evaluated events and transactions for potential recognition for disclosure through June 24, 2019 the date that the financial statements were available to be issued.

K. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting year. Actual results could differ from those estimates.

NOTE 2: CASH AND INVESTMENTS

At year-end, the District's carrying amount of deposits was $265,001 and the bank balance was $265,501, and the Department's balance was $18,827. Deposits are exposed to custodial risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. Of the bank balance, $500,000 was covered by federal depository insurance.

NOTE 3: TAXES

On May 2, 1992, voters approved $.01 per $100 of assessed valuation property tax for purposes of creating the District. The District's tax assessor / collectors have submitted the certified appraisal roll for the District, dated July 20, 2017, showing $243,776,602 to be the total taxable value of property. There is levied an ad-valorem tax of $0.0730 on each $100 of taxable property to provide funds for maintenance and operation purposes. The District's property tax is levied each October 1, on the assessed value listed as of the previous January 1 for all real property located in the District.

NOTE 4: CAPITAL ASSETS

Capital asset activity for the governmental activities for the year ended September 30, 2018 was as follows:

Governmental Activities	Ending Balance
Capital assets being depreciated:	
Vehicles	$ 457,967
Buildings	8,744
Equipment	194,635
Total	661,346
Less accumulated depreciation:	(454,214)
Total capital assets being depreciated, net	207,132
Governmental activities capital assets, net	$ 207,132

Depreciation expense of the governmental activities was charged to functions/programs as follows:

General Government	$ 49,519
Total Depreciation Expense - Governmental Activities	$ 49,519

NOTE 5: LONG TERM DEBT

The District entered into a lease-purchase agreement with Government Capital Corporation on July 14, 2011, for the purchase of a 2011 Freightliner M2106 Pierce Pumper. The gross amount of assets acquired under this capital lease was $208,450. The terms of the lease-purchase agreement assumes an interest rate of 4.3 % for a period of ten years. Once a year payments in the amount of $26,004, including principal and interest began on June 5, 2012. The agreement contains a $1.00 buy-out option at the end of the lease.

Long-term debt at September 30, 2018, is summarized as follows:

Date Issued	Amount	Final Maturity	Annual Installments	% Rate	Outstanding Balance
2011	208,450	2021	$26,004	4.30%	71,587

Total Capital Lease Obligations	71,587
Less Current Portion	22,625
Total Long-term Capital Lease Obligations	$ 48,962

NOTE 5: LONG TERM DEBT, Continued

Changes in long-term liabilities

Long-term liability activity for the year ended September 30, 2018, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Contractual Obligations	93,185	-	21,598	71,587	22,625
Long-Term Liabilities	$ 93,185	$ -	$ 21,598	$ 71,587	$ 22,625

Aggregate debt service requirements to maturity the capital lease obligations outstanding at September 30, 2018 are as follows:

Year Ending September 30,	Principal	Interest
2019	22,625	3,380
2020	23,699	2,305
2021	25,263	1,179

NOTE 6: OTHER INFORMATION

Risk Management

The District continues to carry commercial insurance for the risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage during the year. Management believes the amount and types of coverage are adequate to protect the District from losses which could reasonably be expected to occur.

NOTE 7: COMMITMENTS

Effective October 15, 2018, the District entered into an agreement with the Jefferson County Emergency Services District No. 1, Inc. Volunteer Fire Department (the Department). The Department agreed to provide emergency services to all persons and property within the Emergency Services District, on a 24-hour day basis seven days a week to the greatest extent possible including response to life-threatening emergencies and rescue calls by making available adequate staff and administrative assistance and summon mutual aid from others including other volunteer fire and first responder organizations when appropriate or as needed. Amounts to be paid to the Volunteer Fire Department shall be disbursed at the discretion of the Commissioners and may include expenses for operations and other expenditures approved by the District for maintaining emergency services within the District.

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REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

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JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 EXHIBIT E

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Taxes	$ 184,567	$ 182,877	$ (1,690)
Contributions and grants	290,359	301,660	11,301
Miscellaneous	30	39	9
Total revenue	474,956	484,576	9,620
EXPENDITURES			
Current:			
General government	30,372	174,903	(144,531)
Fire and emergency services	309,434	175,712	133,722
Total expenditures	339,806	350,615	(10,809)
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	135,150	133,961	(1,189)
OTHER FINANCING SOURCES (USES)			
Principal Payments on loan	(21,598)	(21,598)	-
Total other financing sources and uses	(21,598)	(21,598)	-
NET CHANGE IN FUND BALANCES	113,552	112,363	(1,189)
FUND BALANCES AT BEGINNING OF YEAR	171,195	171,195	-
FUND BALANCE AT END OF YEAR	$ 284,747	$ 283,558	$ (1,189)

The accompanying notes are an integral part of this financial statement.

COMPLIANCE SECTION

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J. R. Edwards & Associates, LLC

Certified Public Accountants

June 24, 2019

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Commissioners
Jefferson County Emergency Services District No. 1
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No.1 (District), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 24, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Jefferson County Emergency Services District No. 1 financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an

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opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

J.R. Edwards & Associates, LLC

J. R. Edwards & Associates, LLC
Certified Public Accountants

June 24, 2019

INTRODUCTION TO A MANAGEMENT LETTER

The Board of Commissioners
Jefferson County Emergency Services District No. 1
Jefferson County, Texas

In planning and performing our audit of the financial statements of Jefferson County emergency Services District No. 1 (the District) as of and for the year ended September 30, 2018, in accordance with auditing standards generally accepted in the United States of America, we considered the District's internal control over financial reporting as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.

However, during our audit we became aware of deficiencies in internal control other than significant deficiencies and material weaknesses and matters that are opportunities for strengthening internal controls and operating efficiency. The memorandum that accompanies this letter summarizes our comments and suggestions regarding those matters. This letter does not affect our report dated June 24, 2019, on the financial statements of the District.

We will review the status of these comments, during our next audit engagement. We have already discussed many of these comments and suggestions with various District personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

This communication is intended solely for the information and use of management, the Board of Commissioners, and others within the District, and is not intended to be, and should not be, used by anyone other than those specified parties.

Sincerely,

J.R. Edwards & Associates, LLC

1465 Cornerstone Court, Ste. A • Beaumont, TX 77706
Phone (409) 924-9100 • Fax (409) 924-0990

MANAGEMENT LETTER POINTS

Develop a Centrally Located General Ledger through Software

We noted the District does not have a general ledger software. There were spreadsheets used that were able to eventually build a general ledger, but there was no active upkeep of balance sheet accounts and fund balance. There may be an assumption that because the District's accounting system is relatively simple, there is no need for accounting software. However, maintaining a general ledger accounting software will provide a readily accessible record of all District financial transactions, thus making the public funds more transparent.

Develop and Implement Policies and Procedures for Record Retention

We noted the District does not have appropriate record retention for District disbursement of funds. The appropriate retention of invoices, approvals, and check stubs, will provide transparency of the use of public funds.

Resolution

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 1st day of July, 2019 on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, Section 34.05(a) of the Texas Property Tax Code states "If property is sold to a taxing unit that is a party to the judgment, the taxing unit may sell the property at any time, subject to any right of redemption existing at the time of sale;" and,

WHEREAS, Section 34.05(c) of the Texas Property Tax Code states in part "If the purchasing taxing unit has not sold the property within six months after the date on which the owner's right of redemption terminates, any taxing unit that is entitled to receive proceeds of the sale by resolution of its governing body, may request the sheriff in writing to sell the property at a public sale;" and,

WHEREAS, the deed to the property on the attached list has been held by Jefferson County and the entities for whom it collects taxes and has been determined to meet the criteria set out in one of the paragraphs above; and,

WHEREAS, Jefferson County and the entities for whom it collects taxes will receive the benefit from the proceeds from the sale and additional tax revenue once these properties are placed on the current tax roll.

NOW THEREFORE, be it resolved that the Jefferson County Commissioners Court does hereby request the Jefferson County Sheriff to sell the listed properties on the first Tuesday of August, 2019.

SIGNED this 1st day of July, 2019.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Tuesday, June 25, 2019 10:09 AM
To: 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us)
Cc: 'Commissioner Arnold' (eddiearnold@co.jefferson.tx.us); 'Commissioner Weaver' (bweaver@co.jefferson.tx.us); 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); Don Rao (drao@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'stacey@soutex.net'; Doug Canant <dscanant@dd6.org> (dscanant@dd6.org); ggross@co.jefferson.tx.us
Subject: Amended Final Plat of Tract 3-A, 3-B, & 3-C, 16.198 Acres of Land, Replat of Part of Tracts 3 &4, J.J. Burrell Estates Partition in the Bennett Blackman Survey Abstract No. 3
Attachments: Amended Final Plat of Tract 3-A, 3-B, & 3-C Replat of Part of Tracts 3 &4 J.J. Burrell Estates Partions_Comm Court.pdf; Amended Final Plat of Tract 3-A, 3-B, & 3-C Replat of Part of Tracts 3 &4 J.J. Burrell Estates Partions_Soutex Letter.pdf

Commissioner Sinegal ,

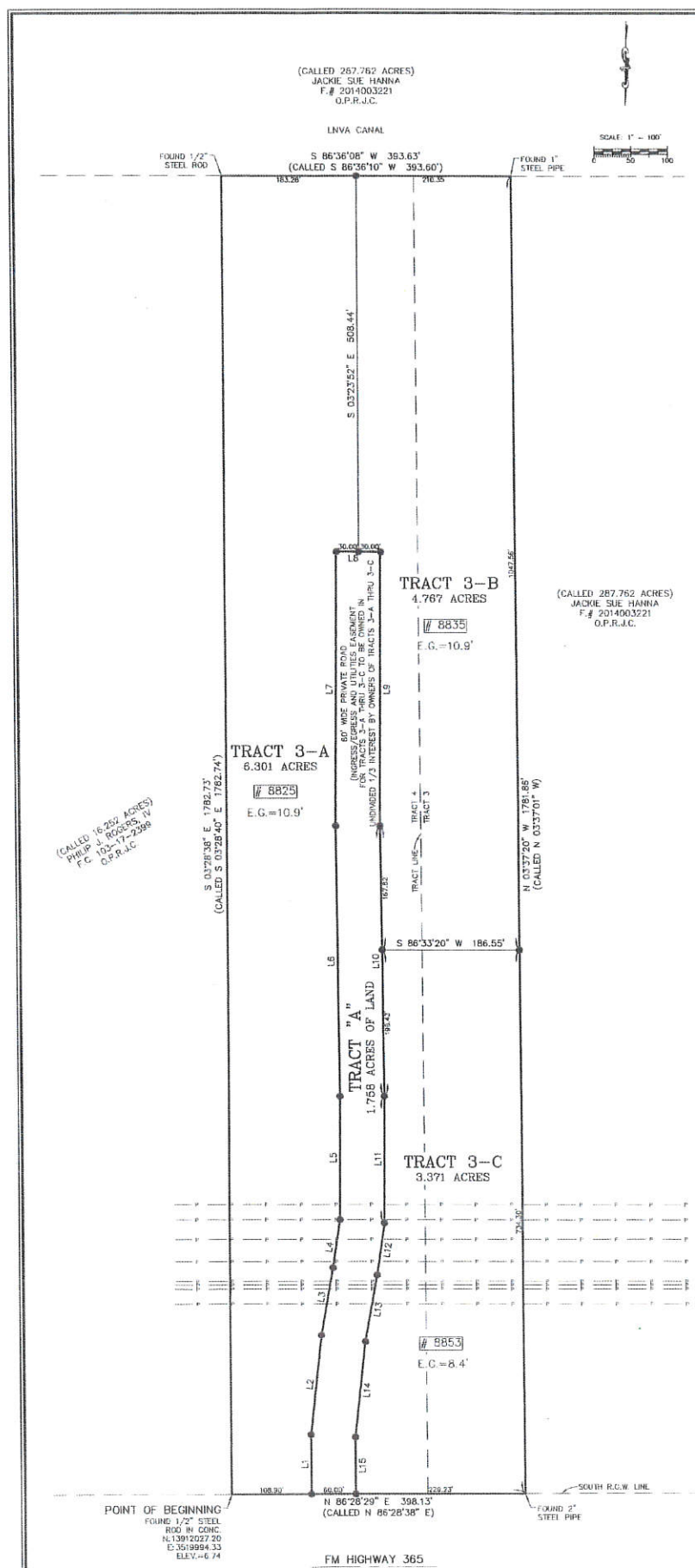
Attached is a PDF of Amended Final Plat of Tract 3-A, 3-B, & 3-C, 16.198 Acres of Land, Replat of Part of Tracts 3 & 4, J.J. Burrell Estates Partition in the Bennett Blackman Survey Abstract No. 3, Jefferson County. This property is located at the corner of FM Highway 365 in Precinct #3. This plat is in the City of Port Arthur ETJ, it was approved by the City of Port Arthur Planning & Zoning Department and has met all of our platting requirements.

I will be placing this plat on the Agenda for Monday, July 1st , 2019.

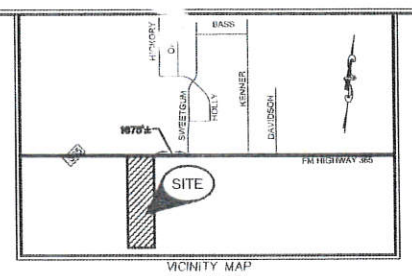
If you have any questions please contact either Don or myself.

Pepe Dominguez

Pepe Dominquez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us



Line Table		
LINE #	BEARING	DISTANCE
L1	S03°31'44"E	80.30
L2	S02°56'48"W	134.60
L3	S06°48'20"W	92.45
L4	S05°04'01"W	65.34
L5	S03°04'41"E	166.56
L6	S03°55'18"E	366.29
L7	S02°59'28"E	371.74
L8	S87°00'32"W	60.00
L9	N02°59'28"W	371.25
L10	N03°55'18"W	366.24
L11	N03°04'41"W	171.27
L12	N05°04'01"E	70.53
L13	N06°48'20"E	91.34
L14	N02°56'48"E	129.19
L15	N03°31'44"W	76.91



VICINITY MAP
NO SCALE

TRACT 3-A, 3-B, & 3-C
16.197 ACRES OF LAND
OUT OF THE J. J. BURRELL ESTATE PARTITION
IN THE BENNETT BLACKMAN SURVEY, ABSTRACT NO. 3
JEFFERSON COUNTY, TEXAS

BEING 16.197 acres of land, Replat of part of Tracts 3 and 4 of the J. J. Burrell Estate Partition, recorded in Volume 5, Page 166, Map Records, situated in the Bennett Blackman Survey, Abstract No. 3, Jefferson County, Texas; being all of a tract of land described in a deed to Travis Burk and Paul Burk, recorded in File No. 2015019822, Official Public Records, Jefferson County, Texas, and all of a tract of land described in a deed to Travis Burk, recorded in File No. 2015037424, Official Public Records, Jefferson County, Texas; said 16.197 acre tract of land being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a ½" steel rod, set in concrete, for the Northwest corner of a (Called 16.252) acre tract of land described in a deed to Philip J. Rogers IV, recorded in Film Code 103-17-2399, Official Public Records, Jefferson County, Texas; said ½" steel rod being on the South right of way line of a dedicated road named FM Highway 365 and Northeast corner of the herein described tract; having a Texas Coordinate of N: 13912027.20, E: 3519894.33;

THENCE, South 03 deg., 28 min., 38 sec., East (Called South 03 deg., 28 min., 40 sec., East), on the West line of the (Called 16.252 acre tract, a distance of 1782.73' (Called 1782.74') to a ½" steel rod found for the Southwest corner of the (Called 16.252) acre tract on the North line of a (Called 267.762) acre tract of land described in a deed to Jackie Sue Hanna, recorded in File No. 2014003221, Official Public Records, Jefferson County, Texas; same being the North line of an LNVA Canal right of way and Southeast corner of the herein described tract;

THENCE, South 86 deg., 33 min., 08 sec., West (Called South 86 deg., 36 min., 10 West), on a portion of the North line of the (Called 287.762) acre tract, a distance of 393.63' (Called 393.60') to a 1" steel pipe found for the Southwest corner of the herein described tract;

THENCE, North 03 deg., 37 min., 20 sec., West (Called North 03 deg., 37 min., 01 sec., West), a distance of 1781.88' to a 2" steel pipe found for the Northwest corner of the herein described tract, on the South right of way line of said FM Highway 365;

THENCE, North 86 deg., 28 min., 29 sec., East (Called North 86 deg., 28 min., 38 sec., East), on the South right of way line of said FM 365, a distance of 398.13' to the POINT OF BEGINNING and containing 16.197 acres of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on February 11, 2019.

Travis Burk and Paul Burk
19-0102

1. 30' WIDE PIPELINE RIGHT-OF-WAY EASEMENT IN FAVOR OF SHELL PIPE LINE CORPORATION RECORDED IN FILE NO. 96-9535/22 R.P.R.J.C.
2. TWO 30' WIDE PIPELINE RIGHT-OF-WAY EASEMENTS IN FAVOR OR HUMBLE OIL & REFINING COMPANY RECORDED IN VOL. 696, PG. 221 AND AMENDED IN FILE NO. 17BB, PG. 202 D.R.J.C.
3. PIPELINE RIGHT-OF-WAY EASEMENT IN FAVOR OF UNION CARBIDE CORPORATION RECORDED IN VOL. 1350, PG. 192 D.R.J.C.
4. PIPELINE RIGHT-OF-WAY EASEMENT IN FAVOR OF EXXON CORPORATION RECORDED IN VOL. 1970, PG. 280 D.R.J.C.
5. PIPELINE RIGHT-OF-WAY EASEMENT IN FAVOR OF EXXON PIPELINE COMPANY RECORDED IN VOL. 2062, PG. 441 D.R.J.C.
6. PIPELINE RIGHT-OF-WAY EASEMENT IN FAVOR OF EXXON PIPELINE COMPANY RECORDED IN VOL. 2247, PG. 175 R.P.R.J.C. AND AMENDED IN F.C. 102-86-2016 O.P.R.J.C.

AMENDED FINAL PLAT
OF
TRACT 3-A, 3-B, & 3-C
16.197 ACRES OF LAND
REPLAT OF PART OF TRACTS 3 & 4
J.J. BURRELL ESTATE PARTITION
IN THE BENNETT BLACKMAN SURVEY
ABSTRACT NO. 3
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF JEFFERSON

WE, TRAVIS BURK & PAUL BURK, OWNERS OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF TRACTS 3-A, 3-B, & 3-C, 16.197 ACRES OF LAND, REPLAT OF PART OF TRACTS 3 & 4, J.J. BURRELL ESTATE PARTITION, VOL. 5, PG. 166, MAP RECORDS, SITUATED IN THE BENNETT BLACKMAN SURVEY, ABSTRACT NO. 3, JEFFERSON COUNTY, TEXAS, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY AND DEDICATE TO THE PUBLIC USE EASEMENTS SHOWN THEREON FOREVER; AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS OUR HANDS IN PORT ARTHUR, JEFFERSON COUNTY, TEXAS
THIS 24th DAY OF June, 2019

OWNER TRAVIS BURK

OWNER PAUL BURK

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TRAVIS BURK & PAUL BURK, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH AND ARE IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 24th DAY OF June, 20 19

STACEY GARZA
Notary ID #131136664
My Commission Expires
May 18, 2021

NOTARY PUBLIC IN AND FOR
JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES 5/18/2021
(DATE)

THIS IS TO CERTIFY THAT THE CITY AND ZONING COMMISSION OF THE CITY OF PORT ARTHUR, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNITURE OF THE CHAIRMAN OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF PORT ARTHUR, TEXAS.
THIS _____ DAY OF _____, 20____

ATTESTED AND APPROVED FOR ADMINISTRATION:

CHAIRMAN

SECRETARY

Certificate of County Approval, to-wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE _____ DAY OF _____, A.D. 20____, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

Certificate of Recording, to wit:

STATE OF TEXAS
COUNTY OF JEFFERSON

Certification of County Director of Engineering:

I, JON RAO, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

DIRECTOR OF ENGINEERING

Development Regulations Notes:
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

Municipal/ETJ note:
THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF PORT ARTHUR AREA OF EXTRA TERRITORIAL JURISDICTION

School District Plat Note:
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT SCHOOL DISTRICT.

FEMA Flood Plain Note:
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY COMMUNITY PANEL #480285-0290-B, DATED 6/1/1983.

Utility Notes:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
GAS UTILITY SERVICE WILL BE PROVIDED BY: N/A
WATER UTILITY SERVICE WILL BE PROVIDED BY: WEST JEFFERSON MUNICIPAL WATER DISTRICT
SEWER UTILITY SERVICE WILL BE PROVIDED BY: N/A
CABLE UTILITY SERVICE WILL BE PROVIDED BY: N/A

Sewage Disposal Note:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

Individual Water Supply Note:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

Pipeline Easement Note:
ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

Drainage Easement Note:
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

Benchmark(s):

BENCHMARK: NORTHWEST CORNER FOUND 1/2" STEEL ROD IN CONCRETE. ELEVATION 6.74'

THIS IS TO CERTIFY THAT I, ANTHONY M. LEGER, A REGISTERED LICENSED SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY MADE ON THE GROUND, AND THAT ALL CORNERS ARE PROPERLY MARKED WITH 1/2" X 24" STEEL RODS UNLESS OTHERWISE NOTED ON THIS PLAT, AND THAT THIS PLAT IS CORRECTLY REPRESENTS THAT SURVEY MADE UNDER MY DIRECT SUPERVISION.

TEXAS REGISTRATION NO. 5481

STATE OF TEXAS
REGISTERED
ANTHONY M. LEGER
5481
PROFESSIONAL
LAND SURVEYOR

Required Clear Space for an OSSF (on Site Sewerage Facility)				
Type of Facility	Usage Rate – Gallons per day (without water saving devices)	Required Clear Area for OSSF (sqft)	Usage Rate – Gallons per day (without water saving devices)	Required Clear Area for OSSF (sqft)
Single Family less than 1500 sqft	225	6428	180	5143
Single Family less than 2500 sqft	300	8572	240	6857
Single Family less than 3500 sqft	375	10714	300	8571
Single Family less than 4500 sqft	450	12857	360	10286
Single Family less than 5500 sqft	525	12857	420	10288
Greater than 5500 sqft with additional 1500 sqft or increment	75		60	

FILED FOR RECORD _____, 20____ AT _____ O'CLOCK ____M.
CAROLYN L. GUIDRY, COUNTY CLERK, JEFFERSON COUNTY, TEXAS
BY _____ RECORDED _____, 20____ AT _____ O'CLOCK ____M.
CAROLYN L. GUIDRY, COUNTY CLERK, JEFFERSON COUNTY, TEXAS
BY _____, DEPUTY
RECORDED IN FILE NO. _____ OFFICIAL PUBLIC RECORDS.

SURVEYORS NOTES:
1. BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH-CENTRAL ZONE, U.S. SURVEY FEET, REFERENCED TO SMARTNET, NA.
2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE "C". LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP DATED 6/1/1983, PANEL NO. 480285-0290-B.
3. ELEVATION SHOWN AT POINT OF BEGINNING IS BASED ON GEOID 12A LEICA SMARTNET, NAVD 88.

JOB NO. 19-0102	DRAWN BY: BRC, SR.	SHEET 1 OF 1

SOUTEX SURVEYORS
T.B.P.E. FIRM #5755 * T.X.L.S. FIRM #10128
3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com
©2019 SURVEYORS



This Arrangement is made as of 7/1/19
Date
between **Triangle Area Network** "TAN Healthcare" and CorrHealth

CONFIDENTIALITY
All TAN Healthcare data and information will be held in strictest confidence by CorrHealth and Jefferson County Jail representatives. Failure to maintain complete confidentiality of TAN Healthcare and CorrHealth medical data will result in the termination of the contract and potential prosecution for violation of HIPAA regulations.

Exhibit A: Scope of Services
This agreement contains the entire Scope of Services between the parties with respect to the matters covered above.

TAN Healthcare will provide the following services to CorrHealth patients at the referral location pre-approved and determined by both parties. Services will be documented in TAN Healthcare patient records through E-Clinical Works (electronic health record).

CorrHealth will be responsible for providing all required patient records to TAN Healthcare upon request. TAN Healthcare has established policies and procedures that address our mutual agreement to provide services to patients in the HRSA-defined service delivery area.

Procedure: Role of TAN HEALTHCARE

1. TAN Healthcare will offer blood-based HIV and HCV screening on a bi-monthly basis (2nd and/or 4th Fridays of each month from 8am until 3pm depending on patient scheduled) to individuals housed at the Jefferson County Detention Center, in collaboration with CorrHealth medical staff.

2. TAN Healthcare will provide screening results to the patient and, with patient approval, to the CorrHealth Medical provider staff responsible for ongoing patient treatment and care.

3. TAN Healthcare will be a referral source for CorrHealth for newly diagnosed HIV and HCV positive patients in the following ways:
    a. TAN Healthcare Medical Providers, in collaboration with and upon referral from CorrHealth, will review, discuss and determine treatment options for implementation
    b. TAN Healthcare will secure appropriate Medical Record Information from CorrHealth to assist with patient treatment and care protocol
    c. TAN Healthcare Medical Providers will work in collaboration with the CorrHealth Medical Team to discuss treatment options for patients. (repetitive)

d. TAN Healthcare will provide linkage to care support for individuals who test positive, and upon release, seek ongoing medical care from TAN Healthcare, or other healthcare providers
e. TAN Healthcare will collaborate with CorrHealth, as requested, regarding treatment and care of patients who are currently housed with a previous diagnosis of HIV or HCV within the Jefferson County Detention Center.
f. TAN Healthcare Medical Providers will meet Monthly and/or no less than Quarterly with CorrHealth Medical Team to discuss patient care, and next steps in linkage to care upon discharge.
g. TAN Healthcare will discuss any additional screening options available prior to test being run outside the scope of this agreement.

4. TAN Healthcare will invoice on a monthly basis and will notify CorrHealth of any cost adjustments on specimen processing prior to performing test.
   a. See Attachment 1 Current Lab Test
   b. See Attachment 2 Current Medication List

Procedure: Role of CorrHealth

1. CorrHealth will provide TAN Healthcare with the appropriate space for conducting agreed upon screening.

2. CorrHealth will reimburse TAN Healthcare for the agreed upon costs of specimen processing within 30 days of receipt of invoice.

3. CorrHealth will provide a primary point of contact for both medical care and operational management of the established collaboration. (Sara Massey)

4. CorrHealth will coordinate and inform TAN Healthcare on the number of individuals scheduled on the designated screening days, 1 day prior to arrival. (email contact information tking@tanhealthcare.org & cbenoit@tanhealthcare.org)

5. CorrHealth will make referrals to TAN Healthcare for ongoing and specific HIV care and treatment for Newly Diagnosed HIV positive patients
   a. Will provide access to selected patient health records for consultation of treatment
   b. Provide space for Dr. Schrader and/or Medical Provider
      Provide Telehealth capabilities for TAN Healthcare Medical Provider collaboration as needed

6. CorrHealth will be responsible for costs associated with any required background checks of staff entering the facility as a member of the TAN Healthcare team.

TAN Healthcare

CorrHealth, page 3

This agreement is in effect for one (1) year and will be reviewed at least 30 days prior to the end of the contract for revision, and/or renewal. This agreement can be terminated by either party with a minimum of 30-day notification.

This agreement is effective on 7/1/19 and will terminate one year from this date.

TAN Healthcare Signature

Dena Hughes

Dena Hughes
Chief Executive Officer
Triangle Area Network, Inc.

Date 6/19/19

CorrHealth Partner Signature

Victor A. Hutchinson

Name Victor A Hutchinson
Title Co-Founder, President & Operations
Agency CorrHealth

Date 6/19/19

Jefferson County Judge

Name JEFF R. BRANICK
Title County Judge
Date 06-24-2019

Signature

JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

1001 Pearl Street, Suite 103
Beaumont, TX 77701
(409) 835-8411

Charlie Porter
Chief of Law Enforcement
cporter@co.jefferson.tx.us

John Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

MEMORANDUM

DATE: June 26, 2019

TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief John Shauberger

RE: Resolution for Retiring Corrections Officer Tammy K. Markum

Please consider and possibly approve a Resolution recognizing Tammy K. Markum for 22 years and 5 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and in wishing her well in her retirement.

Sincerely,

Chief John Shauberger

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 1st day of July, 2019, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, ***Tammy K. Markum***, has devoted 22 years and 5 months of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***Tammy K. Markum***, has dedicated her talents and services as a Corrections Officer and Educator in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, ***Tammy K. Markum,*** has pledged her services as a Corrections Officer at the Jefferson County Correctional Facility, which includes educating inmates in the GED Program and life skills classes at the Jefferson County Correctional Facility, as well as following policies, procedures, rules and regulations for the care and custody of inmates, also responding to an emergency situations involving the evacuation of inmates for two hurricanes, for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, ***Tammy K. Markum,*** has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Tammy K. Markum,*** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Tammy K. Markum***, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this 1st day of July, 2019.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

JEFFERSON COUNTY SHERIFF'S OFFICE
Zena Stephens, Sheriff
1001 Pearl Street, Suite 103
Beaumont, TX 77701
(409) 835-8411

Charlie Porter
Chief of Law Enforcement
cporter@co.jefferson.tx.us

John Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

MEMORANDUM

DATE: June 26, 2019

TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief John Shauberger

RE: Resolution for Retiring Corrections Officer Jan M. Stelly

Please consider and possibly approve a Resolution recognizing Jan M. Stelly for 23 years and 4 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and in wishing her well in her retirement.

Sincerely,

Chief John Shauberger

Resolution

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 1st day of July, 2019, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, ***Jan M. Stelly***, has devoted 23 years and 4 months of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***Jan M. Stelly***, has dedicated her talents and services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, ***Jan M. Stelly,*** has pledged her services as a Corrections Officer at the Jefferson County Correctional Facility, which includes following policies, procedures, rules and regulations for the care and custody of inmates, also responding to an emergency situation involving the evacuation of inmates for a hurricane, for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, ***Jan M. Stelly,*** has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Jan M. Stelly,*** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Jan M. Stelly***, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this 1st day of July, 2019.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, July 01, 2019

There being no further business to come before the Court at this time, same is now here adjourned on this date, July 01, 2019