THE CITY OF
EDINBURG

EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: University of Texas - Pan American
International Trade and Technology Building
1201 West University Drive
300 Block, Dr. Miguel Nevarez Drive
APRIL 15, 2008

WORK SESSION AGENDA
6:00 P.M.

-Presentation and Discussion Regarding the City of Edinburg Proposed Engineering Standards Manual.

REGULAR MEETING AGENDA
7:00 P.M.

I. CALL TO ORDER, ESTABLISH QUORUM.

A. Prayer.

B. Pledge of Allegiance, Alma Garza, Mayor Pro Tem.

II. CERTIFICATION OF PUBLIC NOTICE.

III. PUBLIC COMMENTS.

IV. MAYOR'S REPORT.

V. CITY MANAGER'S REPORT.

VI. PRESENTATIONS.

A. Presentation of Proclamation Recognizing May 1, 2008 as the *57th Annual National Day of Prayer,* as Requested by Reverend Tony Espinoza.

B. Presentation and Update Regarding the City's Conservation Plan and the Status of the Water Plant.

VII. PUBLIC HEARING.

-Hold Public Hearing and Consider Adoption of the Proposed Community Development Block Grant (CDBG) 34th One-Year Action Plan for the Period Beginning October 1, 2008 through September 30, 2009.

VIII. AWARDING OF BIDS.

A. Consider Awarding Bid No. 2008-44, Annual Polymer Supply to Fort Bend Services, Inc., in the Amount of $30,240.

B. Consider Awarding Bid No. 2008-45, Lift Station No. 18 Wet Well Coating to Universal Repair & Sales, in the Amount of $18,000.

C. Consider Awarding Bid No. 2008-46, Lift Station No. 26 & No. 39 Discharge Line Replacement to American Machine Shop & Pumps, in the Amount of $16,225.

D. Consider Awarding Bid No. 2008-47, Purchase of Fire Hydrants, to HD Supply Waterworks, in the Amount of $25,550.44.

E. Consider Awarding Bid No. 2008-48, Reconstruction of One (1) Residence in the Housing Assistance Program to Benchmark Construction LLC.

F. Consider Awarding Bid No. 2008-51, Construction Materials, to Frontera Materials, Inc., for their Unit Price of $70 per ton of Cold Mix and to Valley Caliche Products, Inc., for their Unit Price of $48 per ton of Type "D" Hot Mix and $3.10 per ton of Crushed Caliche.

G. Consider Awarding RFP No. 2008-08, Physical Examinations for Volunteer Firefighters to Occupational and Industrial Health Center of Pharr, Texas, in the Amount of $16,450.

IX. CONSENT AGENDA.

A. Consider Authorizing City Manager to Enter Into an Engineering Agreement Between the City of Edinburg and Golder Associates, Inc. to Provide Environmental Engineering Services with Sampling, Analysis and Monitoring Services to the

Edinburg Regional Sanitary Landfill Facility in Accordance with the City's Current Operational Permit Obligations.

B. Consider Resolution of the City Council of the City of Edinburg, Texas Endorsing the U.S. Conference of Mayors Climate Protection Agreement.

X. EXECUTIVE SESSION

The City Council will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas States and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open, §551.071, Consultation with Attorney; Closed Meeting.

-Possible Litigation Regarding Condemnation.

OPEN SESSION

The City Council will convene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551.102, Requirement to Vote or Take Final Action in Open Meeting.

XI. ADJOURNMENT.

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at both bulletin boards located at the main entrances to the City Offices of the City of Edinburg, and at the 210 West McIntyre entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on April 11, 2008 at 5:25 p.m.

By: _____
Myra L. Ayala Garza, City Secretary
City of Edinburg, Texas

[All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.]

IF ACCOMODATIONS FOR A DISABILITY ARE REQUIRED, NOTIFY THE CITY SECRETARY DEPT. AT 383-5661 PRIOR TO THE MEETING DATE. WITH REGARD TO ANY ITEM, THE CITY COUNCIL MAY TAKE VARIOUS ACTIONS; INCLUDING BUT NOT LIMITED TO RESCHEDULING AN ITEM IN ITS ENTIRETY FOR A FUTURE DATE OR TIME. THE CITY COUNCIL MAY ELECT TO GO INTO EXECUTIVE SESSION ON ANY ITEM WHETHER OR NOT SUCH ITEM IS POSTED AS AN EXECUTIVE SESSION ITEM AT ANY TIME DURING THE MEETING WHEN AUTHORIZED BY THE PROVISIONS OF THE OPEN MEETINGS ACT.

WORK SESSION.

PRESENTATIONS.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 15, 2008

Presentation of Proclamation Recognizing May 1, 2008 as the *57th Annual National Day of Prayer,* as requested by Reverend Tony Espinoza.

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STAFF COMMENTS AND RECOMMENDATION:

National Day of Prayer is a day dedicated throughout the nation to promote unity and prayer for this great land. Throughout our history, Americans have turned to prayer and reflection, during times of strength and times of difficulty, in moments of joy and moments of despair, seeking comfort, giving thanks, asking for God's guidance and abiding grace. As our nation comes together, let us all pray for a unity of hearts and righteousness for this great state, this great nation and all mankind.

This year will be the 10th year anniversary of the event held at the courthouse. Reverend Tony Espinoza has lead the coordination of the event for the past ten years.

The first Thursday of May is celebrated around the state and nation as "National Day of Prayer". A celebration is to be held in the public right-of-way on the east side of Hidalgo County Courthouse from 8:00 am to 1:00 p.m. Live music and prayer will be conducted in celebration of the "National Day of Prayer". All citizens of Hidalgo County are urged to come together for this celebration.

RECOMMENDATION:
There will be no action taken.

PREPARED BY:
Clarice Y. Martinez, Sr. Secretary II.

J.J. Rodriguez, City Manager

Myra L. Ayala Garza, City Secretary

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RECORD OF VOTE:

APPROVED	_____
DISAPPROVED	_____
NO ACTION	_____
TABLED	_____

Agustin G. Garcia Councilmember	Noe Garza, P.E. Councilmember	Joe Ochoa Mayor	Gene Espinoza Councilmember	Alma A. Garza Mayor Pro Tem

PUBLIC HEARING.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
April 15, 2008

HOLD PUBLIC HEARING AND CONSIDER ADOPTION OF THE PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 34th ONE-YEAR ACTION PLAN FOR THE PERIOD BEGINNING OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009.

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STAFF COMMENTS AND RECOMMENDATIONS

In accordance with Federal Regulations governing citizen participation, the Community Development Council held a public hearing and committee meeting to solicit input on the City's community development needs. CDBG staff met with the Community Development Council on April 7, 2008 and presented their recommendations for FY 2008-2009 CDBG proposed funding. After thorough review and discussion, the Community Development Council identified several activities for recommendation to City Council. The purpose of this public hearing is to solicit input on the activities that have been recommended for funding.

The plan utilizes a proposed budget comprised of $920,053 in the 34th Year entitlement funding and $145,000 in program income. All activities selected for funding have been found to be eligible under the appropriate U.S. Department of Housing and Urban Development (H.U.D.) Guidelines.

RECOMMENDATION:

Hold public hearing and consider adoption of the Proposed Community Development Block Grant (CDBG) 34th One-Year Action Plan for the period beginning October 1, 2008 through September 30, 2009, as recommended by the Community Development Council.

PREPARED BY:

J.J. Rodriguez, City Manager

Marissa Garza, Director of Community Development

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RECORD OF VOTE:

APPROVED:_____
DISAPPROVED:_____
TABLED:_____

NOE GARZA, P.E.	AGUSTIN G. GARCIA	JOE OCHOA	GENE ESPINOZA	ALMA A. GARZA
COUNCILMEMBER	COUNCILMEMBER	MAYOR	COUNCILMEMBER	MAYOR PRO TEM

PROPOSED FUNDING ALLOCATIONS
2008 - 2009 CDBG PROGRAM YEAR

34th YEAR CDBG PROPOSED ALLOCATION:	$920,053.00
Program Income:	*$145,000.00
	$1,065,053.00

PROJECT	DESCRIPTION	STAFF RECOMMENDATION	COMMUNITY DEVELOPMENT COUNCIL RECOMMENDATION April 7, 2008
Community Development	CDBG Administration- Provide oversight, monitoring and administrative functions of CDBG funded projects.	$212,184.00	**$212,184.00**
Section 108 Loan Repayment	Loan repayment of the City's Section 108 Loan for the City's wastewater treatment plant expansion.	$245,000.00	**$245,000.00**
Housing Assistance Department	Housing Rehabilitation-Provide funding to continue owner-occupied housing rehabilitation services for 7 families.	$280,937.00 *Includes Program Income	**$281,029.00** *Includes Program Income
	Administration- Costs associated with the administration, implementation and oversight of the Housing Assistance Program.	$98,800.00	**$98,800.00**
Edinburg Fire Department	Purchase of audio and visual equipment that will be used during fire prevention programs.	$0.00	**$4,908.00**
Public Works Department	Bar 2 Subdivision Drainage Improvements	$96,132.00	**$96,132.00**

PROJECT	DESCRIPTION	STAFF RECOMMENDATION	COMMUNITY DEVELOPMENT COUNCIL RECOMMENDATION April 7, 2008
	Colonia Rodriguez Street Lights	$22,000.00	**$0.00**
Utility	West Chapin Main – Waterline Improvements	$100,000.00	**$100,000.00**
Amigos del Valle, Inc.	Will provide free home delivered lunch meals to elderly City residents.	$5,000.00	**$5,000.00**
CASA of Hidalgo County, Inc.	Provide abused and neglected children with support and assistance to secure placements that are safe, permanent and stable. Funding will pay for a case worker and mileage.	$0.00	**$4,500.00**
Dentists Who Care, Inc.	Provides free dental services to low and moderate income school-aged children in Edinburg.	$5,000.00	**$5,000.00**
Dress for Success Rio Grande Valley-Suits for Success	Will assist low-income Edinburg women transition into the workforce by preparing clients for job interviews. Funding will pay for salaries, shoes, attire, program supplies, and advertising.	$0.00	**$4,000.00**
Senior Community Outreach Services, Inc.	Provides assistance to homebound and frail elderly persons with daily living activities, maintain good health, and live independently at home through the Senior Companion Program.	$0.00	**$4,500.00**
Women Together/ Mujeres Unidas	Provides shelter and support services to battered women and their children. Funding will pay for staff salaries/fringe benefits, providing direct benefit, and to purchase computer equipment.	$0.00	**$4,000.00**
TOTAL:		**$1,065,053.00**	**$1,065,053.00**

SECONDARY PROJECTS*
34TH YEAR CDBG PROGRAM YEAR
2008-2009

DEPARTMENT	PROJECT	STAFF RECOMMENDATION	CDC RECOMMENDATION April 7, 2008
Edinburg Fire Department	Purchase of audio and visual equipment that will be used during fire prevention programs.	$4,908.00	Recommended by CDC as a Primary Project
Parks and Recreation	Purchase of athletic field lighting equipment for one (1) softball/baseball field located at Municipal Park.	$150,000.00	$150,000.00
	TOTAL	**$154,908.00**	**$150,000.00**

***NOTE: In an effort to effectuate the timely and proper expenditure of funds, the City may adopt a number of secondary projects as part of the One-Year Action Plan. A secondary project shall be initiated in the event that a primary project meets unforeseen obstacles to timely implementation and expenditure of appropriated funds. Funding shall be reprogrammed from the primary project and redirected to the selected secondary project for initiation of the activity.**

AWARDING OF BIDS.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 15, 2008

Consider Awarding Bid No. 2008-44, Annual Polymer Supply to Fort Bend Services, Inc., in the amount of **$30,240.**

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STAFF COMMENTS AND RECOMMENDATION:

Bids were opened on Monday, April 7, 2008, at 3:00 p.m. for Bid No. 2008-44, Annual Polymer Supply, with only one (1) bidder responding. The bid consists of an **estimated annual supply** of Polymer for the Wastewater Treatment Plant. The Polymer is a chemical that is utilized at the Belt Filter Press to make it easier to dewater the sludge. Bid specifications stipulated that the City may order more or less of the product bid than the estimated amounts.

A copy of the Bid Tabulation Sheet is attached. City staff is recommending that **Bid No. 2008-44** be awarded to Fort Bend Services, Inc., from Stafford, Texas, the sole bidder meeting specifications, in the amount of **$30,240,** with a delivery time of 14-21 days.

City staff has verified that no monies are owed to the City by Fort Bend Services, Inc. Funding is available in the Utility/Wastewater Treatment Plant's Fiscal Year 2007-2008 operating budget.

RECOMMENDATION:

Award Bid No. 2008-44, Annual Polymer Supply to Fort Bend Services, Inc., in the amount of **$30,240.**

	REVIEWED BY:	PREPARED BY: Patricia Sanchez, Adm. Asst. II
J.J. RODRIGUEZ CITY MANAGER	ASCENCION ALONZO DIRECTOR OF FINANCE	JOSE A. VILLESCAS DIRECTOR OF UTILITIES

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RECORD OF VOTE:

APPROVED	_____
DISAPPROVED	_____
TABLED	_____

Noe Garza, P.E. Councilmember	Gene Espinoza Councilmember	Joe Ochoa Mayor	Agustin G. Garcia Councilmember	Alma A. Garza Mayor Pro-Tem

CITY OF EDINBURG, TEXAS
BID TABULATION SUMMARY

Title: Annual Polymer Supply
Bid No.: 2008-44
Date Opened: April 7, 2008 @ 3:00 p.m.

			Fort Bend Services, Inc. Stafford, Texas					
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	60 Drums	Annual Polymer Supply	$504.00	$30,240.00				
		(Estimate Amount)						
		450 lbs per drum x 60 drums = 27,000 lbs						
		TOTAL OPTIONAL EQUIP.		$30,240.00				
		LESS DISCOUNT.						
		TOTAL AMOUNT.		$30,240.00				
		TERMS.						
		DELIVERY		14-21 Days				

RECOMMENDATION:

Award: Bid No. 2008-44, Annual Polymer Supply to Fort Bend Services, Inc., the sole bidder meeting specifications, in the amount of $30,240.

Department: Utility/Wastewater Treatment Plant
Budgeted Amount Available: $30,000 for FY 2007-2008
Additional Funds Required: $240.00
Prepared By: Patricia Sanchez, Adm. Asst. II

Request Authorization to Re-Advertise [ ]
Request Authorization to Negotiate Bid/Contract [ ]

THE CITY OF
EDINBURG

INVITATION TO BID

BID #2008-44 ANNUAL POLYMER SUPPLY

The City of Edinburg, Texas is soliciting sealed separate bids for the above referenced as requested by the Utility Department. The bid shall be received no later than **3:00 p.m., Monday, April 7, 2008.** Any bid received after the time set for opening will be returned to bidder unopened. Bidder(s) must provide an original and shall be addressed to:

CITY OF EDINBURG
C/O CITY SECRETARY
210 W. McINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540-1079

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title. All bids will be opened and publicly read aloud at the above designated time at the City of Edinburg (City Hall) Conference Room located at 210 W. McIntyre Street, Edinburg, Texas. Bids sent via facsimile shall not be accepted.

The City of Edinburg reserves the right to accept or reject bids submitted, waive formalities in bidding, accept the bid deemed most advantageous to the City of Edinburg, and to hold the bids for a period of ninety (90) days without taking action thereon. If you have any questions or require additional information regarding this bid, please contact Mr. Agustin Gomez, WWTP Superintendent, at (956) 292-2042.

If you choose not to submit a bid and would like to remain on the City of Edinburg bidder's list for future bids, you must respond in writing.

Sincerely,

Pedro Garza III, Purchasing Agent

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: March 24, 2008

BID PRICE: First - $504.00/drum (Factory Direct) 2ND - $535.50/drum (Texas)

DELIVERY DATE: 1ST - 14 - 21 days (GA) 2ND- 3 - 5 days (TX)

BIDDER NAME: Fort Bend Services, Inc.

AUTHORIZED SIGNATURE: David James

TITLE: Sales Manager

MAILING ADDRESS: P.O. Box 1688 Stafford, Texas 77497

TELEPHONE NO.: 281-261-5199

E-MAIL ADDRESS: djames@fortbendservices.com

FEDERAL ID #: 74-2144642

INVITATION TO BID

ASSIGNED BID NO.: **2008-44**

BID TITLE: **Annual Polymer Supply**

CLOSED DATE & TIME: **April 7, 2008 @ 3:00 PM**

SPECIFICATIONS ATTACHED XX

DELIVER SEALED BID TO: **CITY OF EDINBURG**
C/O CITY SECRETARY
210 W. MCINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540

ADDENDUM ONLY

Quotations are requested for furnishing materials or services described below in accordance with terms set forth herein.

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	AMOUNT
1	**Estimated** 60 drums	Annual Polymer Supply Price #1 (Factory Direct)	$ 504.00	$30,240.00
		Price #2 (Stafford, Texas)	$ 535.50	$32,130.00
		Delivery Time: Price #1 14 - 21 Days		
		Price #2 3 - 5 Days		
		Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon.		
		The City reserves the right to increase or decrease the quantities depending on availability of funds. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. The unit bid prices acquired for this contract are to remain the same for a period of one (1) year whether the City buys more or less than the estimated quantities of the product bid. The City however guarantees that the amount of the product will not be increased or decreased by more than 25% without the consent of the vendor.		

CITY OF EDINBURG WASTEWATER TREATMENT PLANT

BELT FILTER PRESS POLYMER SPECIFICATIONS

General Conditions:

1. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. The City will be ordering approximately five (5) drums per month. However the City may order more or less of the product bid than the estimated amounts.
2. The unit prices for this contract are to remain the same whether the City buys more or less than the amount of the product and will not increase or decrease more than 25% without consent of the vendor.
3. The price quoted shall prevail for a contract period of twelve (12) months, or as otherwise specified, from time to acceptance and issuance of a Purchase Order.
4. Bid price shall include any freight charges, deposits, rents, and demurrage charges for containers, if any. The City will not be responsible for any additional costs not included in the bid price.
5. The price per fifty-five (55) gallon drum shall be specified by the bidder.
6. Superfund tax, hazardous handling charge, fuel surcharge, or other environmental charge shall be included in the bid price, or specified as an addendum. The City will not be responsible for any additional costs not included in the bid price.

Belt Press Polymer Specifications:

The polymer will have the FSB C1683 Polymer characteristics:

1. Appearance – Opaque Liquid
2. Ionic Character – Cationic
3. Charge Density – very high
4. Molecular Weight – high
5. Approximate Bulk Density – 8.66
6. Specific Gravity – 1.04
7. Active Content (%) – 43
8. Bulk Viscosity (cps) – 1200
9. pH – 3-5
10. Maximum Concentration (gll) – 10
11. Stability of D.I. Solution (days) – 1
12. Dilution to Obtain 5 gll Active Content – 93
13. Approximate Viscosity @ 5 gll Active (cps) – 800
14. Storage Temperature (Degree C) – 0-35
15. Shelf Life (months) – 6

Distributed by:

FORT BEND SERVICES, INC.
P. O. BOX 1688
STAFORD, TEXAS 77497

(281) 261-5199 8AM - 5PM
(281) 491-1666 AFTER 5PM

5-10-07

MATERIAL SAFETY DATA SHEET

1. IDENTIFICATION OF THE PRODUCT

FBS-10918

2. COMPOSITION/INFORMATION ON INGREDIENTS

Identification of the preparation: Cationic water-soluble polymer in emulsion
Hazardous characteristics (irritation were observed only in the product when tested as a whole, not in individual components).

3. HAZARDS IDENTIFICATION

Spills produce extremely slippery surfaces.
Irritating to eyes and skin.

4. FIRST AID MEASURES

Inhalation: Move to fresh air.
Skin contact: Wash off immediately with soap and plenty of water. In case of persistent skin irritation, consult a physician.
Eye contact: Rinse thoroughly with plenty of water, also under the eyelids. In case of persistent eye irritation, consult a physician.
Ingestion: The product is not considered toxic based on studies on laboratory animals.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media: Water, water spray, foam, dry powder, carbon dioxide (CO_2)
Special fire-fighting precautions: Spills produce extremely slippery surfaces.
Protective equipment for firefighters: No special protective equipment required.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions: No special precautions required.
Environmental precautions: Do not contaminate water.
Methods for cleaning up: Do not flush with water. Dam up. Soak up with inert absorbent material. If liquid has been spilled in large quantities clean up promptly by scoop or vacuum. Keep in suitable and closed containers for disposal. After cleaning, flush away traces with water.

7. HANDLING AND STORAGE

Handling: Avoid contact with skin and eyes. When preparing the working solution ensure there is adequate ventilation. When using do not smoke.

Storage: Keep in a dry, cool place (0 - 30°C). When preparing the working solution ensure there is adequate ventilation. Freezing will affect the physical condition and may damage the material.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering controls: Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Personal protection equipment

- Respiratory protection: In case of insufficient ventilation wear suitable respiratory equipment.

- Hand protection: Rubber gloves

- Eye protection: Safety glasses with side-shields. Do not wear contact lenses

- Skin protection: Chemical resistant apron or protective suit if splashing or contact with solution is likely.

Hygiene measures: Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Form: viscous liquid

Color: milky

Odor: aliphatic

pH: 6-8@ 5 g/l for product series. See Technical Bulletin for specific value.

Melting point (°C): Not applicable.

Flash point (°C): >100° C

Auto ignition temperature (°C): >200°C

Vapor pressure (mm Hg): 0.002 @ 20°C

Bulk density: See Technical Bulletin

Water solubility: See Technical Bulletin

Viscosity (mPa s): See Technical Bulletin

10. STABILITY AND REACTIVITY

Stability: Product is stable, no hazardous polymerization will occur.

Materials to avoid: Oxidizing agents may cause exothermic reactions.

Hazardous decomposition products: Thermal decomposition may produce carbon oxides, nitrogen oxides (NOx).

11. TOXICOLOGICAL INFORMATION

Acute toxicity

- Oral: LD50/oral/rat > 5000 mg/kg

- Dermal: The product is not expected to be toxic in contact with the skin.

- Inhalation: The product is not expected to be toxic by inhalation.

Irritation

- Skin: May cause skin irritation with susceptible persons.

- Eyes: May cause eye irritation with susceptible persons.

Sensitization: The product is not expected to be sensitizing.

Chronic toxicity: Prolonged skin contact may defat the skin and produce dermatitis.

12. ECOLOGICAL INFORMATION

- ***Fish:*** LC50/Danio rerio/96 hr > 100 mg/L (OECD 203) (Based on the toxicity of the components using the Conventional Method.)
- ***Algae:*** IC50/Scenedesmus subspicatis/72 hr > 100 mg/L (OECD 201)(Based on the toxicity of the components using the Conventional Method.)
- ***Daphnia:*** EC50/Daphnia magna/48 hr > 100 mg/L (OECD 202) (Based on the toxicity of the components using the Conventional Method.)

Bioaccumulation: The product is not expected to bioaccumulate.

Persistence / degradability: Not readily biodegradable

13. DISPOSAL CONSIDERATIONS

Waste from residues / unused products: In accordance with federal, state and local regulations.

Contaminated packaging: Rinse empty containers with water and use the rinse water to prepare the working solution. Can be landfilled or incinerated, when in compliance with local regulations.

14. TRANSPORT INFORMATION

Not regulated by DOT.

15. REGULATORY INFORMATION

All components of this product are on the TSCA and DSL inventories.

RCRA status: Not a hazardous waste.

Hazardous waste number: Not applicable

Reportable quantity (40 CFR 302): Not applicable

Threshold planning quantity (40 CFR 355): Not applicable

HMIS & NFPA Rating	***HMIS***	***NFPA***
Health:	***1***	***1***
Flammability:	***1***	***1***
Reactivity:	***0***	***0***

16. OTHER INFORMATION

Person to contact: Regulatory Affairs Manager

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication.

The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release, and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process unless specified in the text.

BIDDER'S LIST
ANNUAL POLYMER SUPPLY

General Chemical
90 East Halsey Road
Parsippany, New Jersey 07054

Chem One Corporation
800 Willcrest, Suite #200
Houston, Texas 77042-1360

Brenntag Southwest, Inc.
2417 Swallow Avenue
McAllen, Texas 78504

CyTec Industries, Inc.
Five Garret Mountain Plaza
West Paterson, New Jersey 07424

Van Waters & Rogers
125 North "G" Street
Harlingen, Texas 78550-0408

Dixie Petro Chemical, Inc.
5245 Sunbelt
Corpus Christi, Texas 78408

Aquatic Commercial Solutions
Attn: Steve Martin
1123 E. Van Week
Edinburg, Texas 78541

Fort Bend Services
P. O. Box 1688
Stafford, Texas 77497

Harcos Chemicals, Inc.
5200 Speaker Road
Kansas City, Kansas 66106

LaRoche Industries, Inc.
4234 University Boulevard
Houston, Texas 77005

Maintenance Engineering Corp.
3711 Clinton Drive
Houston, Texas 77020

P B & S Chemical Company
P.O. Box 20
Henderson, Kentucky 42420-0020

Valley Solvents & Chemicals
P.O. Box 18
Combes, Texas 78535

Shrieve Chemical Company
1717 Woodstead Court, Suite 205
The Woodlands, Texas 77380

Altivia Corporation
1100 Louisiana Street, Suite 3160
Houston, Texas 77002-5217

General Chemical, LLC
90 East Halsey Road
Parsippany, New Jersey 07054

Acetylene Oxygen Company
P.O. Box 430
Harlingen, Texas 78551-0430

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 15, 2008

Consider Awarding Bid No. 2008-45, Lift Station No. 18 Wet Well Coating to Universal Repair & Sales, in the Amount of **$18,000.**

****

STAFF COMMENTS AND RECOMMENDATION:

Bids were opened on Monday, April 7, 2008, at 3:00 p.m. for Bid No. 2008-45, Lift Station No. 18 Wet Well Coating, with a total of four (4) bidders responding, and one being a "no bid". The bid consists of epoxy coating the wet well at Lift Station No. 18 located at 3100 South Closner Boulevard. In addition, the contractor will provide all materials, equipment, and labor necessary for de-watering and plugging, in order to complete the project.

A copy of Bid Tabulation Sheets are attached. City staff is recommending that **Bid No. 2008-45** be awarded to Universal Repair & Sales, from Edinburg, Texas, the lowest bidder meeting specifications, in the amount of **$18,000.** The project is scheduled to be completed within eight (8) days.

City staff has verified that no monies are owed to the City by Universal Repair & Sales. Funding is available in the Utility/Wastewater Treatment Plant's Fiscal Year 2007-2008 operating budget.

RECOMMENDATION:

Award Bid No. 2008-45, Lift Station No. 18 Wet Well Coating to Universal Repair & Sales, in the Amount of **$18,000.**

	REVIEWED BY:	PREPARED BY: Patricia Sanchez, Adm. Asst II
J.J. RODRIGUEZ CITY MANAGER	ASCENCION ALONZO DIRECTOR OF FINANCE	JOSE A. VILLESCAS DIRECTOR OF UTILITIES

****

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____

Noe Garza, P.E. Councilmember	Gene Espinoza Councilmember	Joe Ochoa Mayor	Agustin G. Garcia Councilmember	Alma A. Garza Mayor Pro-Tem

CITY OF EDINBURG, TEXAS
BID TABULATION SUMMARY

Title: Lift Station No. 18 Wet Well Coating
Bid No.: 2008-45
Date Opened: April 7, 2008 @ 3:00 p.m.

			Universal Repair & Sales Edinburg, Texas		Texas State Underground McAllen, Texas		American Machine Shop & Pumps Edinburg, Texas	
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	1 LS	Lift Station No. 18 Wet Well Coating		$18,000.00		$23,500.00		$24,777.77
		GROSS TOTAL.....		$18,000.00		$23,500.00		$24,777.77
		LESS ADJUSTMENT.....						
		NET TOTAL.....		$18,000.00		$23,500.00		$24,777.77
		TERMS.....						
		DELIVERY.....		8 Days		7-10 Wrk Days		20-25 Wrk Days

RECOMMENDATION:

Award: Bid No. 2008-45 to Universal Repair & Sales, the lowest bidder meeting specifications, in the amount of $18,000.

Department: Utility/WWTP
Budgeted Amount Available: $25,000
Additional Funds Required:
Prepared By: Patricia Sanchez, Adm. Asst. II

Request Authorization to Re-Advertise [ ]
Request Authorization to Negotiate Bid/Contract [ ]

CITY OF EDINBURG, TEXAS
BID TABULATION SUMMARY

Title: Lift Station No. 18 Wet Well Coating
Bid No.: 2008-45
Date Opened: April 7, 2008 @ 3:00 p.m.

			J & E Lift Station Services La Blanca, Texas					
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	1	Lift Station No. 3 - Suction Line Replacement		No Bid				
		and Wet Well Coating						
		GROSS TOTAL.		No Bid				
		LESS ADJUSTMENT.						
		NET TOTAL		No Bid				
		TERMS.						
		DELIVERY		-				

RECOMMENDATION:

Award: Bid No. 2008-45 to Universal Repair & Sales, the lowest bidder meeting specifications, in the amount of $18,000.

Department: Utility/WWTP
Budgeted Amount Available: $25,000
Additional Funds Required:
Prepared By: Patricia Sanchez, Adm. Asst. II

Request Authorization to Re-Advertise [ ]
Request Authorization to Negotiate Bid/Contract [ ]

THE CITY OF
EDINBURG

INVITATION TO BID

BID #2008-45 LIFT STATION #18 WET WELL COATING

The City of Edinburg, Texas is soliciting sealed separate bids for the above referenced as requested by the Utility Department. The bid shall be received no later than **3:00 p.m., Monday, April 7, 2008.** Any bid received after the time set for opening will be returned to bidder unopened. Bidder(s) must provide an original and shall be addressed to:

CITY OF EDINBURG
C/O CITY SECRETARY
210 W. McINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540-1079

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title. All bids will be opened and publicly read aloud at the above designated time at the City of Edinburg (City Hall) Conference Room located at 210 W. McIntyre Street, Edinburg, Texas. Bids sent via facsimile shall not be accepted.

The City of Edinburg reserves the right to accept or reject bids submitted, waive formalities in bidding, accept the bid deemed most advantageous to the City of Edinburg, and to hold the bids for a period of ninety (90) days without taking action thereon. If you have any questions or require additional information regarding this bid, please contact Mr. Agustin Gomez, WWTP Superintendent, at (956) 292-2042.

If you choose not to submit a bid and would like to remain on the City of Edinburg bidder's list for future bids, you must respond in writing.

Sincerely,

Pedro Garza III, Purchasing Agent

Southridge
Pine Ridge
Tallow
Encino
Tourist
Closner
Canton
Crestview
Yellow Rose
Frio
Galdana
Ernesto
Palacios
Rodeo
Roundup
Presidente
Lift Station #18
Saphire
River Rock
Quartz
Royal
Bus. Hwy. 281
Thelma
David
Celeste
Starr
Megan
Rachel
Thora
Lynn
Dorris
Wisconsin
SITE MAP

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 04/08/2008

PRODUCER
ALL AMERICAN INSURANCE AGENCY, INC.
PO BOX 1546
EDINBURG, TX 78540

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
JULIO REYES DBA: Universal Repair and Sales
3206 E Richardson RD Suite F
Edinburg, TX 78539

INSURER A: Southern Vanguard Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY					
	[X] COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$ 100,000
	[ ] CLAIMS MADE [ ] OCCUR	DGL081837	09/05/07	09/05/08	FIRE DAMAGE (Any one fire)	$ 100,000
					MED EXP (Any one person)	$ 5,000
					PERSONAL & ADV INJURY	$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 100,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 100,000
	AUTOMOBILE LIABILITY					
	[ ] ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ALL OWNED AUTOS					
	[ ] SCHEDULED AUTOS				BODILY INJURY (Per person)	$
	[ ] HIRED AUTOS					
	[ ] NON-OWNED AUTOS				BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
						$
	[ ] DEDUCTIBLE					$
	[ ] RETENTION $					$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSV0001806-01	01/18/08	01/18/09	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
					E.L. EACH ACCIDENT	$ 100,000
					E.L. DISEASE - EA EMPLOYEE	$ 100,000
					E.L. DISEASE - POLICY LIMIT	$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER | [ ] ADDITIONAL INSURED; INSURER LETTER: ____

CITY OF EDINBURG
121 N. 10TH ST.
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

COMPANY NUMBER
36587

COMPANY
AIG NATIONAL INSURANCE CO
800-633-4028

POLICY NUMBER
AIG 5839574

EFFECTIVE DATE
01/23/08

EXPIRATION DATE
01/23/09

YEAR
01

MAKE/ MODEL
CHEV ROLETC150 PK

VEHICLE IDENTIFICATION NUMBER
1GCEC14W11Z201761

PRODUCER/ISSUING
ZARAGOSA SALINAS
1113 EAST UNIVERSITY
EDINBURG, TX
78539

956-381-9838

INSURED
JULIO REYES
4103 I RD S 1
EDINBURG, TX
78539

INSURED DRIVERS
JULIO REYES

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

AUTOMOBILE ID CARDS
FORM NO. XXXXXXXXXX
G8105 (02/92)

TEXAS LIABILITY INSURANCE CARD

COMPANY NUMBER
36587

COMPANY
AIG NATIONAL INSURANCE CO
800-633-4028

POLICY NUMBER
AIG 5839574

EFFECTIVE DATE
01/23/08

EXPIRATION DATE
01/23/09

YEAR
01

MAKE/ MODEL
CHEV ROLETC150 PK

VEHICLE IDENTIFICATION NUMBER
1GCEC14W11Z201761

PRODUCER/ISSUING
ZARAGOSA SALINAS
1113 EAST UNIVERSITY
EDINBURG, TX
78539

956-381-9838

INSURED
JULIO REYES
4103 I RD S 1
EDINBURG, TX
78539

INSURED DRIVERS
JULIO REYES

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

RECEIVED
APR 10 2008
CITY MANAGER'S OFFICE

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: 04/07/2008

BID PRICE: $18,000.00

DELIVERY DATE: ~~04/07~~ 8 days

BIDDER NAME: Universal Repair ; Sales

AUTHORIZED SIGNATURE: ~~Julio C. Reyes~~

TITLE: Owner

MAILING ADDRESS: RR 16 Box 400-8 Edinburg, TX

TELEPHONE NO.: 956/454-1356 Schuster & Doolittle

E-MAIL ADDRESS: sales@universalrepairsales.com

FEDERAL ID #: 20-5969153

BOND AND INSURANCE REQUIREMENTS

(A) If the contract amount is over $25,000 for construction or facility improvements, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the state, in accordance with state statutes, as amended. A payment bond in the full amount of the contract price to assure payment is required by law of all persons supplying labor and material in execution of work provided for in the contract.

(1) A bid guarantee equivalent to 5% of the bid price is required from each bidder. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the specified time.

(2) A performance bond on the part of the contractor for 100% of the contract price is required. A "performance bond" is one executed in connection with the contract to secure fulfillment of all the contractor's obligations under such contract. It is solely for the protection of the City awarding the contract; in the amount of the contract; and is conditioned on the faithful performance of the work, in accordance with the plans, specifications, and contract documents, including warranties. The performance bond shall remain in effect during the warranty period of the contract or for one year, whichever is longer.

(3) A payment bond on the part of the contract for 100% of the contract price is required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a sub-contractor to supply labor or material and is in the amount of the contract.

(4) Failure of a contractor to comply with is section authorizes the City Manager to terminate the contract and retain any applicable security.

(B) A bid guarantee, performance and payment bond will not be required for contracts zero to $25,000. The City will specify in the contract that no money will be paid to the contractor until the project has been completed and final acceptance has been made by the City.

(C) Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

(D) The following insurance requirements will be included in all City contracts of $5,000.00 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	**Limits of Liability**
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	$250,000 each person/$500,000 each occurrence
Property Damage	$100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits

(E) The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	**Limits of Liability**
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: $100,000 each accident Bodily Injury by Disease: $100,000 each employee/$500,000 policy limit
Comprehensive General Liability Bodily Injury Property Damage	 $250,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits
Comprehensive Auto Liability Bodily Injury Property Damage	 $100,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits
City's Protective Liability	
Bodily Injury Property Damage	$250,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
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3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: April 6, 2008

BID PRICE: $23,500.00

DELIVERY DATE: April 25, 2008

BIDDER NAME: Texas State Underground

AUTHORIZED SIGNATURE: Yvonne Rodriguez

TITLE: President

MAILING ADDRESS: 201 W. Hibiscus, McAllen, TX

TELEPHONE NO.: (956) 878-2277

E-MAIL ADDRESS: constworker.1973@yahoo.com

FEDERAL ID #: 03-0588692

INVITATION TO BID

ASSIGNED BID NO.: **2008-45**

BID TITLE: **Lift Station #18 Wet Well Coating**

CLOSED DATE & TIME: **April 7, 2008 @ 3:00 PM**

SPECIFICATIONS ATTACHED XX

DELIVER SEALED BID TO: **CITY OF EDINBURG**
C/O CITY SECRETARY
210 W. MCINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540

ADDENDUM ONLY _____

Quotations are requested for furnishing materials or services described below in accordance with terms set forth herein.

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	AMOUNT
1	1 L.S.	Lift Station #18 Wet Well Coating **Completion Time:** 7 - 10 working days upon award Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon.	$ 23,500.00

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

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7. All bids must be signed by an authorized representative.
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11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: 4/7/08

BID PRICE: 24,777.27

DELIVERY DATE: 20 TO 25 WORKING DAYS

BIDDER NAME: AMERICAN MACHINE SHOP & PUMPS

AUTHORIZED SIGNATURE: Robert Juarez

TITLE: OWNER

MAILING ADDRESS: 2120 E. RICHARDSON Rd.

TELEPHONE NO.: 956) 383-3155 - CEL 221-0080

E-MAIL ADDRESS: _____

FEDERAL ID #: _____

INVITATION TO BID

ASSIGNED BID NO.: **2008-45**

BID TITLE: **Lift Station #18 Wet Well Coating**

CLOSED DATE & TIME: **April 7, 2008 @ 3:00 PM**

SPECIFICATIONS ATTACHED XX

ADDENDUM ONLY

DELIVER SEALED BID TO: **CITY OF EDINBURG**
C/O CITY SECRETARY
210 W. MCINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540

Quotations are requested for furnishing materials or services described below in accordance with terms set forth herein.

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	AMOUNT
1	1 L.S.	Lift Station #18 Wet Well Coating **Completion Time:** 20 TO 25 WORKING DAYS Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon.	$ 24,777.77

ESTIMATE
№ 1999

OVER 25 YEARS WORKING
WITH THE METAL INDUSTRY

AMERICAN MACHINE SHOP & PUMPS

SERVING VALLEY WIDE
MOST WATER PUMP BRANDS

CELL: 221-0080
PH: 383-3155
FAX: 383-3155

2120 E. RICHARDSON
EDINBURG, TX 78541

CUSTOMER'S
ORDER NO. _____ DATE 4/7 2008

NAME: CITY of EDINBURG LS, # 18

ADDRESS: _____

ESTIMATE				PRICE	
QTY	CASH	CHARGE	DESCRIPTION		AMOUNT
1			REPAIR WITH CONCRETE BOTTOM of WELL		24,777.77
			SUB - TOTAL		24,777.77
RECEIVED BY _____				TAX	0
				TOTAL	24,777.77

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 07/07/08

PRODUCER
ACCESS INSURANCE AGENCY
5125 S HWY 281 #4
EDINBURG TX 78539
956-702-9002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
ROBERTO QUIROZ
DBA AMERICAN MACHINE SHOP & PUMP
2120 E RICHARDSON RD
EDINBURG TX 78541

INSURER A: TEXAS MUTUAL INS
INSURER B: PROGRESSIVE
INSURER C: REPUBLIC-VANGUARD
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
C	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	RGL352318-02	12/02/07	12/02/08	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 100,000 $ 5,000 $ 500,000 $ 500,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	03520406-1	06/12/07	06/12/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP1174835	12/05/07	12/05/08	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITY OF EDINBURG

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kim L Cook

ACORD 25-S (7/97)

©ACORD CORPORATION 1988

City of Edinburg WWTP Lift Station # 18
Bid Specifications - Wet Well Coating

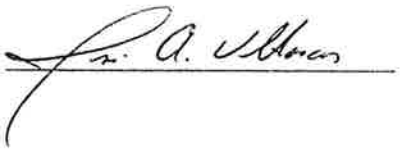
SCOPE OF WORK

- Epoxy-Coat the wet well.
- Provide all materials, equipment, and labor necessary for de-watering and plugging in order to perform the work.

SPECIAL PROJECT REQUIREMENTS

The contractor awarded the bid must have all necessary safety equipment to work in a "permit required" confined space as stated under OSHA safety guidelines. These guidelines are listed in the US Department of Labor regulations standards - 29 CFR under "Permit-required confined spaces-1910.146". Under these regulations, the contractor will be required to submit a completed confine space entry permit, and it will be maintained with the project documentation. The City of Edinburg is not responsible to provide any safety equipment or other equipment needed to complete the project. The contractor will supply bypass equipment and materials to work under normal flow conditions if needed. The work performed will be warranted for a minimum of one year after completion of the project. All other materials will be warranted for a period of one year after installation. Additionally, since the work will be performed on City of Edinburg property, the contractor will provide a copy of his worker's comp and liability insurance as required by the Purchasing Department.

Mr. Jose Villescas Dir. of Utilities



GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: 4-7-08

BID PRICE: No Bid

DELIVERY DATE: No Bid

BIDDER NAME: J & E Lift station SVC.

AUTHORIZED SIGNATURE: [signature]

TITLE: MANAGER

MAILING ADDRESS: 19131 N. FM 493 ED, TX 78541

TELEPHONE NO.: 956-262-7796

E-MAIL ADDRESS: JE liftstation @ peoplepc.com

FEDERAL ID #: 203720973

INVITATION TO BID

ASSIGNED BID NO.: **2008-45**

BID TITLE: **Lift Station #18 Wet Well Coating**

CLOSED DATE & TIME: **April 7, 2008 @ 3:00 PM**

SPECIFICATIONS ATTACHED XX

ADDENDUM ONLY

DELIVER SEALED BID TO: **CITY OF EDINBURG**
C/O CITY SECRETARY
210 W. MCINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540

Quotations are requested for furnishing materials or services described below in accordance with terms set forth herein.

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	AMOUNT
1	1 L.S.	Lift Station #18 Wet Well Coating **Completion Time:**_____ Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon.	$ No Bid

BIDDER'S LIST
LIFT STATION #18 WET WELL COATING

United Contractors
4616 N. Conway
Mission, Texas 78573

TriHunt Construction
4201 N. McColl Road
McAllen, Texas 78504

American Machine Shop & Pumps
2120 E. Richardson Road
Edinburg, Texas 78539

Amaida Machine Shop, L.L.C.
919 N. 10th Avenue, Suite C
Edinburg, Texas 78541

Industrial Machine Shop
P.O. Box 39
Elsa, Texas 78543

J & E. Lift Station Services
P.O. Box 239
La Blanca, Texas 78558

JLV Utility Construction, LLC
Los Cerritos, Lot 2
Edinburg, Texas 78539

Raven Lining Systems
Attn: James Dugger
13105 E. 61st Street South, Suite A
Broken Arrow, Oklahoma 74012

Adelco Enterprises
301 Quamasia Avenue
McAllen, Texas 78504

South Texas Machine Shop
5820 N. Cage
Pharr, Texas 78577

Texas State Underground
201 W. Hibiscus
McAllen, Texas 78501

Associated General Contractors of America
Attn: Mr. Perry Vaughn
P.O. Box 391
Harlingen, Texas 78551

Valley Armature , Inc.
P.O. Box 3127
McAllen, Texas 78502

Dos Logistics, Inc.
2811 E. Mile 9½
Donna, Texas 78537

RCD Infrastructure, LLC
3701 S. Westgate
Weslaco, Texas 78596

McGraw-Hill Construction Dodge
6044 Donna Beatriz
El Paso, Texas 79932

J.M. Construction
3701 Jade Street
Weslaco, Texas 78596

Flores Development Group, Inc.
519 W. University Drive
Edinburg, Texas 78539

Saenz Utility Contractors, Inc.
Rt. 1 Box 390-C
Weslaco, Texas 78596

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 15, 2008

Consider Awarding Bid No. 2008-46, Lift Station No. 26 & No. 39 Discharge Line Replacement to American Machine Shop & Pumps, in the Amount of **$16,225.**

****

STAFF COMMENTS AND RECOMMENDATION:

Bids were opened on Monday, April 7, 2008, at 3:00 p.m. for Bid No. 2008-46, Lift Station No. 26 & No. 39 Discharge Line Replacement, with a total of four (4) bidders responding. The bid consists of replacing the existing discharge lines with four (4) inch PVC lines at Lift Station No. 26, located on Gwin Road & Monte Cristo Road; and at Lift Station No. 39, located at 2850 W. Mile 17 ½ Road. In addition, the contractor will provide all materials, equipment, and labor necessary for de-watering and plugging, in order to complete the project. The current lines at Lift Station No. 26 are twenty (20) years old, and the lines at Lift Station No. 39 are twelve (12) years old.

A copy of Bid Tabulation Sheets are attached. City staff is recommending that **Bid No. 2008-46** be awarded to American Machine Shop & Pumps, from Edinburg, Texas, the lowest bidder meeting specifications, in the amount of **$16,225**. The project is scheduled to be completed within two (2) weeks.

City staff has verified that no monies are owed to the City by American Machine Shop & Pumps. Funding is available in the Utility/Wastewater Treatment Plant's Fiscal Year 2007-2008 operating budget.

RECOMMENDATION:

Award Bid No. 2008-46, Lift Station No. 26 & No. 39 Discharge Line Replacement to American Machine Shop & Pumps, in the Amount of **$16,225.**

REVIEWED BY:

J.J. RODRIGUEZ
CITY MANAGER

ASCENCION ALONZO
DIRECTOR OF FINANCE

PREPARED BY:
Patricia Sanchez, Adm. Asst., II

for JOSE A. VILLESCAS
DIRECTOR OF UTILITIES

****

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____

Noe Garza, P.E.	Gene Espinoza	Joe Ochoa	Agustin G. Garcia	Alma A. Garza
Councilmember	Councilmember	Mayor	Councilmember	Mayor Pro-Tem

CITY OF EDINBURG, TEXAS
BID TABULATION SUMMARY

Title: Lift Station No. 26 & No. 39 Discharge Line Replacement
Bid No.: 2008-46
Date Opened: April 7, 2008 @ 3:00 p.m.

			American Machine Shop & Pumps Edinburg, Texas		Texas State Underground McAllen, Texas		Universal Repair & Sales Edinburg, Texas	
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	1 LS	Lift Station No. 26 Discharge Line Replacement		$7,500.00		$8,250.00		$11,000.00
2	1 LS	Lift Station No. 39 Discharge Line Replacement		$8,725.00		$9,550.00		$11,000.00
		GROSS TOTAL		$16,225.00		$17,800.00		$22,000.00
		LESS ADJUSTMENT						
		NET TOTAL		$16,225.00		$17,800.00		$22,000.00
		TERMS						
		DELIVERY		2 Weeks		5-7 Wrk Days		10 Days

RECOMMENDATION:

Award: Bid No. 2008-46 to American Machine Shop & Pumps, the lowest bidder meeting specifications, in the amount of $16,225.

Department: Utility/WWTP
Budgeted Amount Available: $28,000
Additional Funds Required:
Prepared By: Patricia Sanchez, Adm. Asst. II

Request Authorization to Re-Advertise [ ]
Request Authorization to Negotiate Bid/Contract [ ]

CITY OF EDINBURG, TEXAS
BID TABULATION SUMMARY

Title: Lift Station No. 26 & No. 39 Discharge Line Replacement
Bid No.: 2008-46
Date Opened: April 7, 2008 @ 3:00 p.m.

			J& E Lift Station Services La Blanca, Texas					
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	1 LS	Lift Station No. 26 Discharge Line Replacement		$11,150.00				
2	1 LS	Lift Station No. 39 Discharge Line Replacement		$11,150.00				
		GROSS TOTAL.....		$22,300.00				
		LESS ADJUSTMENT.....						
		NET TOTAL.....		$22,300.00				
		TERMS.....						
		DELIVERY.....		8-10 Wrk Days				

RECOMMENDATION:

Award: Bid No. 2008-46 to American Machine Shop & Pumps, the lowest bidder meeting specifications, in the amount of $16,225.

Department: Utility/WWTP
Budgeted Amount Available: $28,000
Additional Funds Required:
Prepared By: Patricia Sanchez, Adm. Asst. II

Request Authorization to Re-Advertise [ ]
Request Authorization to Negotiate Bid/Contract [ ]

THE CITY OF
EDINBURG

INVITATION TO BID

BID #2008-46 LIFT STATION #26 & #39 DISCHARGE LINE REPLACEMENT

The City of Edinburg, Texas is soliciting sealed separate bids for the above referenced as requested by the Utility Department. The bid shall be received no later than **3:00 p.m., Monday, April 7, 2008.** Any bid received after the time set for opening will be returned to bidder unopened. Bidder(s) must provide an original and shall be addressed to:

CITY OF EDINBURG
C/O CITY SECRETARY
210 W. McINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540-1079

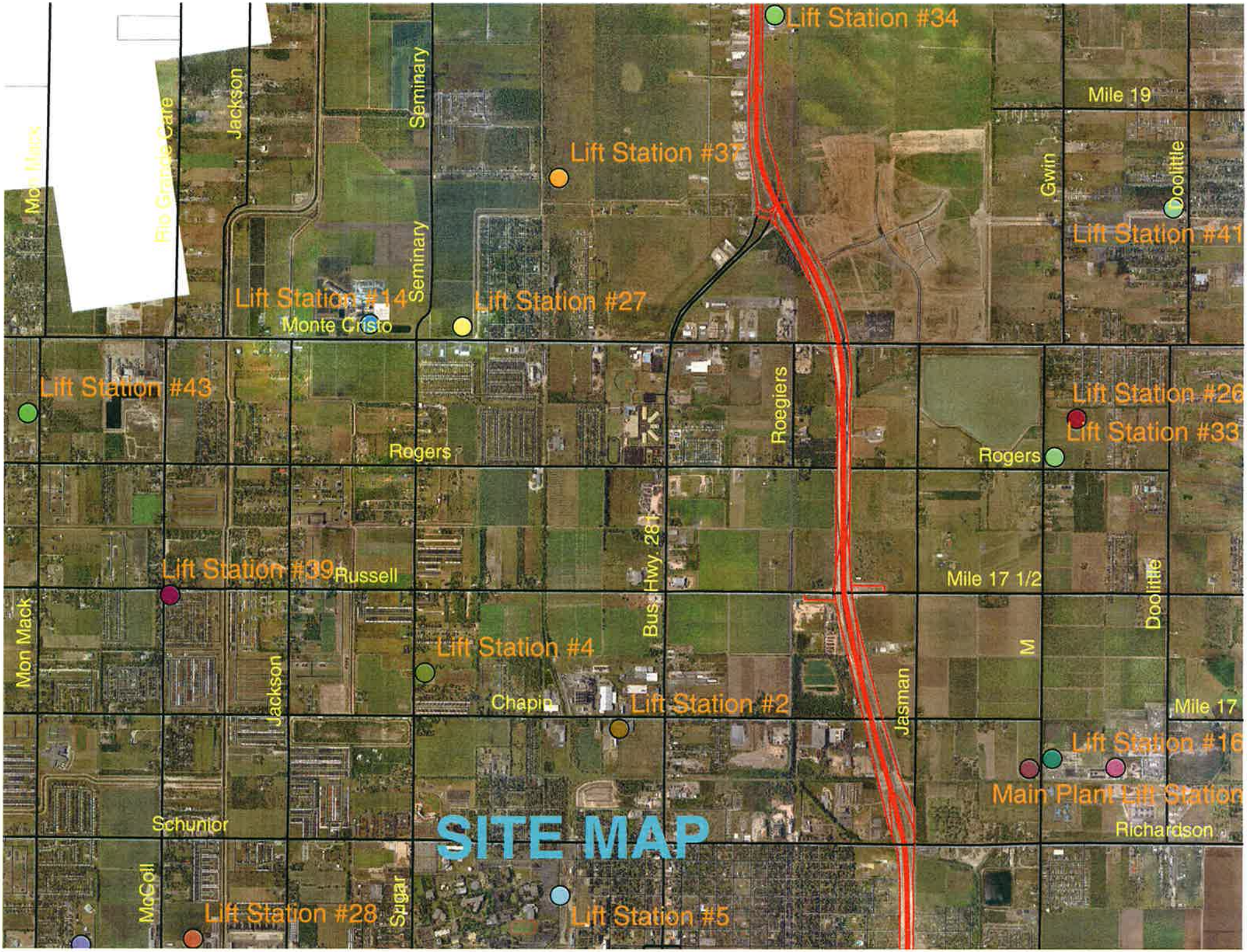
Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title. All bids will be opened and publicly read aloud at the above designated time at the City of Edinburg (City Hall) Conference Room located at 210 W. McIntyre Street, Edinburg, Texas. Bids sent via facsimile shall not be accepted.

The City of Edinburg reserves the right to accept or reject bids submitted, waive formalities in bidding, accept the bid deemed most advantageous to the City of Edinburg, and to hold the bids for a period of ninety (90) days without taking action thereon. If you have any questions or require additional information regarding this bid, please contact Mr. Agustin Gomez, WWTP Superintendent, at (956) 292-2042.

If you choose not to submit a bid and would like to remain on the City of Edinburg bidder's list for future bids, you must respond in writing.

Sincerely,

Pedro Garza III, Purchasing Agent


Lift Station #34
Mile 19
Lift Station #37
Gwin
Doolittle
Lift Station #41
Rio Grande Care
Jackson
Seminary
Seminary
Lift Station #14
Monte Cristo
Lift Station #27
Lift Station #43
Roegiers
Lift Station #26
Lift Station #33
Rogers
Rogers
Lift Station #39
Russell
Bus. Hwy. 281
Mile 17 1/2
Doolittle
Mon Mack
Lift Station #4
Jackson
Chapin
Lift Station #2
Jasman
M
Mile 17
Lift Station #16
Main Plant Lift Station
Richardson
Schuntor
SITE MAP
McColl
Sugar
Lift Station #28
Lift Station #5

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: 4/7/08

BID PRICE: #26 7,500 - #39 8,725.00 TOTAL 16,225.00

DELIVERY DATE: 10 WORKING DAYS

BIDDER NAME: AMERICAN MACHINE SHOP & PUMPS

AUTHORIZED SIGNATURE: Roberto Juno

TITLE: Owner

MAILING ADDRESS: 2120 E. RICHARDSON Rd.

TELEPHONE NO.: 956-383-3155 - CEL-221-0080

E-MAIL ADDRESS:

FEDERAL ID #:

INVITATION TO BID

SSIGNED BID NO.: **2008-46**

D TITLE: **Lift Station #26 & #39 Discharge Line Replacement**

LOSED DATE & TIME: **April 7, 2008 @ 3:00 PM**

SPECIFICATIONS ATTACHED XX

ELIVER SEALED BID TO: **CITY OF EDINBURG**
C/O CITY SECRETARY
210 W. MCINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540

ADDENDUM ONLY _____

uotations are requested for furnishing materials or services described below in accordance with terms set forth erein.

EM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	AMOUNT
1	1 L.S.	Lift Station #26 Discharge Line Replacement	$ 7500.00
2	1 L.S.	Lift Station #39 Discharge Line Replacement	$ 8725.00
		GRAND TOTAL	$ 16225.00
		Completion Time: 2-WEEKS	
		Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon.	

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 07/07/08

PRODUCER
ACCESS INSURANCE AGENCY
5125 S HWY 281 #4
EDINBURG TX 78539
956-702-9002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
ROBERTO QUIROZ
DBA AMERICAN MACHINE SHOP & PUMP
2120 E RICHARDSON RD
EDINBURG TX 78541

INSURER A: TEXAS MUTUAL INS
INSURER B: PROGRESSIVE
INSURER C: REPUBLIC-VANGUARD
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
C	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	RGL352318-02	12/02/07	12/02/08	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 100,000 $ 5,000 $ 500,000 $ 500,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	03520406-1	06/12/07	06/12/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP1174835	12/05/07	12/05/08	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER [ ] ADDITIONAL INSURED; INSURER LETTER:

CITY OF EDINBURG

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Rina R Cano

©ACORD CORPORATION 1988

ESTIMATE
Nº 1998

OVER 25 YEARS WORKING
WITH THE METAL INDUSTRY

AMERICAN MACHINE SHOP & PUMPS

SERVING VALLEY WIDE
MOST WATER PUMP BRANDS

CELL: 221-0080
PH: 383-3155
FAX: 383-3155

2120 E. RICHARDSON
EDINBURG, TX 78541

CUSTOMER'S ORDER NO. BID # 2008-46 DATE 4/7 2008

NAME: CITY of EDINBURG L.S. # 39

ADDRESS:

ESTIMATE				PRICE	
QTY	CASH	CHARGE	DESCRIPTION		AMOUNT
1			REPLACE LINE DISCHARGE P.V.C. (80 SCH)		8725 00
2			4" L.B. 90°		
4			FLANGES 4"		
*			STAINLESS STEEL BOLTS		
*			EPOXY COATED		
			SUB - TOTAL		8,725 00
			TAX		0
			TOTAL		8725 00

RECEIVED BY

ESTIMATE
№ 1997

OVER 25 YEARS WORKING
WITH THE METAL INDUSTRY

AMERICAN MACHINE SHOP & PUMPS

SERVING VALLEY WIDE
MOST WATER PUMP BRANDS

CELL: 221-0080
PH: 383-3155
FAX: 383-3155

2120 E. RICHARDSON
EDINBURG, TX 78541

CUSTOMER'S ORDER NO. BID # 2008-46 DATE 4/7 2008

NAME: CITY of EDINBURG L.S. #26

ADDRESS:

ESTIMATE				PRICE	
QTY	CASH	CHARGE	DESCRIPTION		AMOUNT
1			REPLACE DISCHARGE LINES WITH PVC S.80		7500 00
2			4" L-B 90°		
2			FLANGES 4"		
*			NEW STAINLESS STEEL BOLT & NUTS		
*			EPOXY COATED		
			SUB-TOTAL		7500 00
			TAX		0
			TOTAL		7500

RECEIVED BY

City of Edinburg WWTP Lift Station # 39, 26
Bid Specifications- Discharge Lines Replacement

SCOPE OF WORK

- Replace existing discharge lines with Four inch (4") PVC - S 80.
- Replace existing elbows and epoxy-coated.

- Provide all materials, equipment, and labor necessary for de-watering and plugging in order to perform the work.

SPECIAL PROJECT REQUIREMENTS

The contractor awarded the bid must have all necessary safety equipment to work in a "permit required" confined space as stated under OSHA safety guidelines. These guidelines are listed in the US Department of Labor regulations standards - 29 CFR under "Permit-required confined spaces-1910.146". Under these regulations, the contractor will be required to submit a completed confine space entry permit, and it will be maintained with the project documentation. The City of Edinburg is not responsible to provide any safety equipment or other equipment needed to complete the project. The contractor will supply bypass equipment and materials to work under normal flow conditions if needed. The work performed will be warranted for a minimum of one year after completion of the project. All other materials will be warranted for a period of one year after installation. Additionally, since the work will be performed on City of Edinburg property, the contractor will provide a copy of his worker's comp and liability insurance as required by the Purchasing Department.

Mr. Jose Villescas Dir. of Utilities

BOND AND INSURANCE REQUIREMENTS

(A) If the contract amount is over $25,000 for construction or facility improvements, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the state, in accordance with state statutes, as amended. A payment bond in the full amount of the contract price to assure payment is required by law of all persons supplying labor and material in execution of work provided for in the contract.

(1) A bid guarantee equivalent to 5% of the bid price is required from each bidder. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the specified time.

(2) A performance bond on the part of the contractor for 100% of the contract price is required. A "performance bond" is one executed in connection with the contract to secure fulfillment of all the contractor's obligations under such contract. It is solely for the protection of the City awarding the contract; in the amount of the contract; and is conditioned on the faithful performance of the work, in accordance with the plans, specifications, and contract documents, including warranties. The performance bond shall remain in effect during the warranty period of the contract or for one year, whichever is longer.

(3) A payment bond on the part of the contract for 100% of the contract price is required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a sub-contractor to supply labor or material and is in the amount of the contract.

(4) Failure of a contractor to comply with is section authorizes the City Manager to terminate the contract and retain any applicable security.

(B) A bid guarantee, performance and payment bond will not be required for contracts zero to $25,000. The City will specify in the contract that no money will be paid to the contractor until the project has been completed and final acceptance has been made by the City.

(C) Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

(D) The following insurance requirements will be included in all City contracts of $5,000.00 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	**Limits of Liability**
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	$250,000 each person/$500,000 each occurrence
Property Damage	$100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits

(E) The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: $100,000 each accident Bodily Injury by Disease: $100,000 each employee/$500,000 policy limit
Comprehensive General Liability Bodily Injury Property Damage	 $250,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits
Comprehensive Auto Liability Bodily Injury Property Damage	 $100,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits
City's Protective Liability	
Bodily Injury Property Damage	$250,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: April 6, 2008

BID PRICE: $17,800.00/Seventeen Thousand and eight hundred dollars +no/cents

DELIVERY DATE: April 16, 2008

BIDDER NAME: Texas State Underground

AUTHORIZED SIGNATURE: Yvonne Rodriguez

TITLE: President

MAILING ADDRESS: 201 W. Hibiscus, McAllen TX 78501

TELEPHONE NO.: (956) 537-9722

E-MAIL ADDRESS: constworker.1973@yahoo.com

FEDERAL ID #: 03-0588692

INVITATION TO BID

SSIGNED BID NO.: **2008-46**

ID TITLE: **Lift Station #26 & #39 Discharge Line Replacement**

LOSED DATE & TIME: **April 7, 2008 @ 3:00 PM**

SPECIFICATIONS ATTACHED XX

ELIVER SEALED BID TO: **CITY OF EDINBURG**
C/O CITY SECRETARY
210 W. MCINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540

ADDENDUM ONLY _____

uotations are requested for furnishing materials or services described below in accordance with terms set forth erein.

'EM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	AMOUNT
1	1 L.S.	Lift Station #26 Discharge Line Replacement	$ 8250.00
2	1 L.S.	Lift Station #39 Discharge Line Replacement	$ 9550.00
		GRAND TOTAL	$ 17,800.00
		Completion Time: 5-7 working days	
		Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon.	

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: 04/07/2008

BID PRICE: $22,000.00

DELIVERY DATE: 5 days each location

BIDDER NAME: Universal Repair : Sales

AUTHORIZED SIGNATURE: Julio C. Ruiz

TITLE: Owner

MAILING ADDRESS: RR 16 Box 400-8

TELEPHONE NO.: 956/454-1356

E-MAIL ADDRESS: sales@universalrepairsales.com

FEDERAL ID #: 20-5969153

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

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3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
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10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: April 4, 2008

BID PRICE: $22,300.00

DELIVERY DATE: 8-10 Working days

BIDDER NAME: J & E Lift Station Services, Inc.

AUTHORIZED SIGNATURE: [signature]

TITLE: President

MAILING ADDRESS: P.O. Box 239 La Blanca, Texas 78558

TELEPHONE NO.: (956) 262-7796

E-MAIL ADDRESS: JELIFTSTATION@prodigy.com

FEDERAL ID #: 20-3720973

INVITATION TO BID

SSIGNED BID NO.: **2008-46**

ID TITLE: **Lift Station #26 & #39 Discharge Line Replacement**

LOSED DATE & TIME: **April 7, 2008 @ 3:00 PM**

SPECIFICATIONS ATTACHED XX

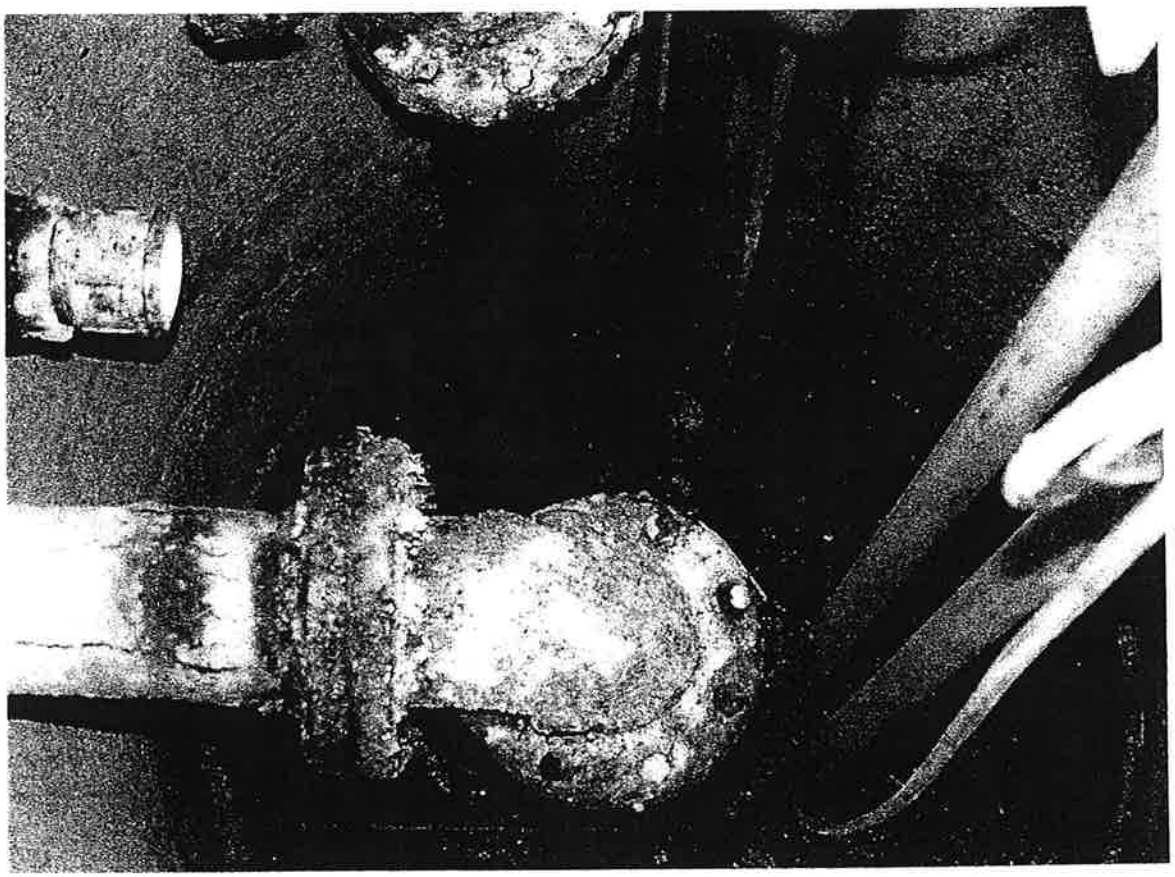
ELIVER SEALED BID TO: **CITY OF EDINBURG**
C/O CITY SECRETARY
210 W. MCINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540

ADDENDUM ONLY _____

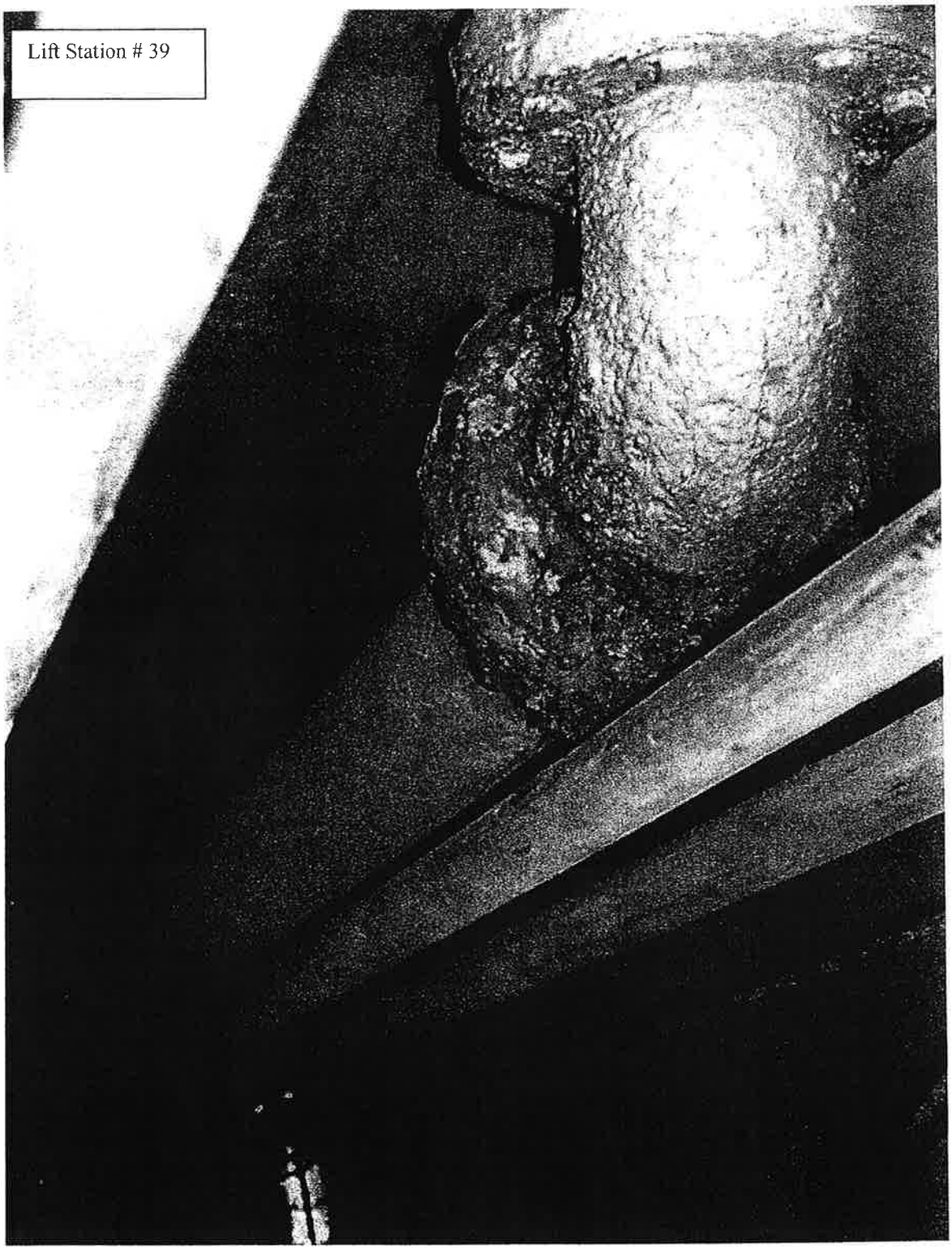
uotations are requested for furnishing materials or services described below in accordance with terms set forth erein.

'EM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	AMOUNT
1	1 L.S.	Lift Station #26 Discharge Line Replacement	$ 11,150.00
2	1 L.S.	Lift Station #39 Discharge Line Replacement	$ 11,150.00
		GRAND TOTAL	$ 22,300.00
		Completion Time: 8 to 10 Working days.	
		Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon.	

Lift Station # 26



Lift Station # 39



BIDDER'S LIST
LIFT STATION #26 & #39 DISCHARGE LINE REPLACEMENT

United Contractors
4616 N. Conway
Mission, Texas 78573

TriHunt Construction
4201 N. McColl Road
McAllen, Texas 78504

American Machine Shop & Pumps
2120 E. Richardson Road
Edinburg, Texas 78539

Amaida Machine Shop, L.L.C.
919 N. 10th Avenue, Suite C
Edinburg, Texas 78541

Industrial Machine Shop
P.O. Box 39
Elsa, Texas 78543

J & E. Lift Station Services
P.O. Box 239
La Blanca, Texas 78558

JLV Utility Construction, LLC
Los Cerritos, Lot 2
Edinburg, Texas 78539

Raven Lining Systems
Attn: James Dugger
13105 E. 61st Street South, Suite A
Broken Arrow, Oklahoma 74012

Adelco Enterprises
301 Quamasia Avenue
McAllen, Texas 78504

South Texas Machine Shop
5820 N. Cage
Pharr, Texas 78577

Texas State Underground
201 W. Hibiscus
McAllen, Texas 78501

Associated General Contractors of America
Attn: Mr. Perry Vaughn
P.O. Box 391
Harlingen, Texas 78551

Valley Armature , Inc.
P.O. Box 3127
McAllen, Texas 78502

Dos Logistics, Inc.
2811 E. Mile 9½
Donna, Texas 78537

RCD Infrastructure, LLC
3701 S. Westgate
Weslaco, Texas 78596

McGraw-Hill Construction Dodge
6044 Donna Beatriz
El Paso, Texas 79932

J.M. Construction
3701 Jade Street
Weslaco, Texas 78596

Flores Development Group, Inc.
519 W. University Drive
Edinburg, Texas 78539

Saenz Utility Contractors, Inc.
Rt. 1 Box 390-C
Weslaco, Texas 78596

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 15, 2008

Consider Awarding Bid No. 2008-47, Purchase of Fire Hydrants, to HD Supply Waterworks, in the Amount of **$25,550.44.**

****

STAFF COMMENTS AND RECOMMENDATION:

Bids were opened on Monday, April 7, 2008, at 3:00 p.m. for Bid No. 2008-47, Purchase of Fire Hydrants, with a total of three (3) bidders responding. The bid consists of purchasing eight (8) 3' fire hydrants, eight (8) 4' fire hydrants, and four (4) 5' fire hydrants, with extensions, to be installed throughout the City.

A copy of the Bid Tabulation Sheet is attached. City staff is recommending that **Bid No. 2008-47** be awarded to HD Supply Waterworks, from McAllen, Texas, the lowest bidder meeting specifications, in the amount of **$25,550.44.**

City staff has verified that no monies are owed to the City by HD Supply Waterworks. Funding is available in the Utility/Systems Division Fiscal Year 2007-2008 operating budget.

RECOMMENDATION:

Award Bid No. 2008-47, Purchase of Fire Hydrants, to HD Supply Waterworks, in the Amount of **$25,550.44.**

REVIEWED BY:

J.J. RODRIGUEZ
CITY MANAGER

ASCENCION ALONZO
DIRECTOR OF FINANCE

PREPARED BY:
Patricia Sanchez, Adm. Asst. II

JOSE A. VILLESCAS
DIRECTOR OF UTILITIES

****

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____

Noe Garza, P.E.	Gene Espinoza	Joe Ochoa	Agustin G. Garcia	Alma A. Garza
Councilmember	Councilmember	Mayor	Councilmember	Mayor Pro-Tem

CITY OF EDINBURG, TEXAS
BID TABULATION SUMMARY

Title: Purchase of Fire Hydrants
Bid No.: 2008-47
Date Opened: April 7, 2008 @ 3:00 p.m.

ITEM	QUANTITY	DESCRIPTION	HD Supply Waterworks McAllen, Texas		EMMSA Plastic Piping System McAllen, Texas		ACT Pipe & Supply Pharr, Texas	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	8	3' Fire Hydrant	$1,135.04	$9,080.32	$1,168.00	$9,344.00	$1,200.00	$9,600.00
2	8	4' Fire Hydrant	$1,169.44	$9,355.52	$1,240.00	$9,920.00	$1,300.00	$10,400.00
3	4	5' Fire Hydrant	$1,243.72	$4,974.88	$1,285.00	$5,140.00	$1,400.00	$5,600.00
4	4	2' Extensions	$381.38	$1,525.52	$336.00	$1,344.00	$500.00	$2,000.00
5	2	1' Extensions	$307.10	$614.20	$273.00	$546.00	$390.00	$780.00
		GROSS TOTAL		$25,550.44		$26,294.00		$28,380.00
		LESS DISCOUNT						
		NET TOTAL		$25,550.44		$26,294.00		$28,380.00
		TERMS						
		DELIVERY		8 Wrk Days		3-4 Wks Day		3-7 Wrk Days

RECOMMENDATION:

Award Bid: Bid No. 2008-47, Purchase of Fire Hydrants to HD Supply Waterworks, the lowest bidder meeting specifications, in the amount of $25,550.44.

Department: Utility/Systems
Budgeted Amount Available: $31,276
Additional Funds Required:
Prepared By: Patricia Sanchez, Adm. Assistant II

Request Authorization to Re-Advertise [ ]
Request Authorization to Negotiate Bid/Contract [ ]

THE CITY OF
EDINBURG

INVITATION TO BID

BID #2008-47 PURCHASE OF FIRE HYDRANTS

The City of Edinburg, Texas is soliciting sealed separate bids for the above referenced as requested by the Utility Department. The bid shall be received no later than **3:00 p.m., Monday, April 7, 2008.** Any bid received after the time set for opening will be returned to bidder unopened. Bidder(s) must provide an original and shall be addressed to:

CITY OF EDINBURG
C/O CITY SECRETARY
210 W. McINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540-1079

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title. All bids will be opened and publicly read aloud at the above designated time at the City of Edinburg (City Hall) Conference Room located at 210 W. McIntyre Street, Edinburg, Texas. Bids sent via facsimile shall not be accepted.

The City of Edinburg reserves the right to accept or reject bids submitted, waive formalities in bidding, accept the bid deemed most advantageous to the City of Edinburg, and to hold the bids for a period of ninety (90) days without taking action thereon. If you have any questions or require additional information regarding this bid, please contact Mr. Juan J. Flores, Systems Superintendent, at (956) 292-2109.

If you choose not to submit a bid and would like to remain on the City of Edinburg bidder's list for future bids, you must respond in writing.

Sincerely,

Pedro Garza III, Purchasing Agent

INVITATION TO BID

ASSIGNED BID NO.: **2008-47**

BID TITLE: **Purchase of Fire Hydrants**

CLOSED DATE & TIME: **April 7, 2008 @ 3:00 PM**

SPECIFICATIONS ATTACHED XX

DELIVER SEALED BID TO: **CITY OF EDINBURG**
C/O CITY SECRETARY
210 W. MCINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540

ADDENDUM ONLY

Quotations are requested for furnishing materials or services described below in accordance with terms set forth herein.

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	AMOUNT
1	8	3' Fire Hydrant	$ 1135.04	$ 9080.32
2	8	4' Fire Hydrant	$ 1169.44	$ 9355.52
3	4	5' Fire Hydrant	$ 1243.72	$ 4974.88
4	4	2' Extensions (mueller ext only)	$ 381.38	$ 1525.52
5	2	1' Extensions (mueller ext. only)	$ 307.10	$ 614.20
		GRAND TOTAL		$ 25,550.44

Delivery Time: Stock to 8 working days

The City reserves the right to increase or decrease quantities depending on availability of funds.

Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon.

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: 3/28/08

BID PRICE: 25,550 44

DELIVERY DATE: stock(70%) to 8 working days

BIDDER NAME: Ernie Ortega

AUTHORIZED SIGNATURE: [signature]

TITLE: Sales Rep.

MAILING ADDRESS: 100 N. 1st St. McAllen, TX 28502

TELEPHONE NO.: 956-631-3341

E-MAIL ADDRESS: ernie.Ortega@hdsupply.com

FEDERAL ID #: 03-0550887

FIRE HYDRANT SPECIFICATIONS

Fire hydrants purchased or installed shall meet or exceed all applicable requirements and tests of ANSI and the latest revisions of AWWA Standard C502. Fire hydrants shall meet all test requirements and be listed by Underwriters Laboratories Inc. Fire hydrants shall meet all test requirements and have full approval of Factory Mutual. Fire hydrants shall meet the following requirements:

1. Fire hydrants shall be rated for a working pressure of 250 Psig.

2. Fire hydrants shall be of the compression type, opening against the pressure and closing with the pressure.

3. Fire hydrants shall have a minimum 5¼" main valve opening and a minimum inside lower/upper barrel diameter (I.D.) of 7" to assure maximum flow performance. Pressure loss at 1,000 GPM shall not exceed the following values: 4" Pumper Nozzle —2.70 psi, 4.5" Pumper Nozzle —2.50 psi.

4. Fire hydrants shall be three-way in design, having one (1) 4 ½" pumper nozzle and two 2 ½" hose nozzle(s). Nozzle thread type shall be National Standard Thread. Nozzles shall thread counterclockwise into hydrant barrel utilizing "o" ring seals. A suitable nozzle lock shall be in place to prevent inadvertent nozzle removal.

5. The bonnet assembly shall provide an oil reservoir and lubrication system that automatically circulates lubricant to all stem threads and bearing surfaces each time the hydrant is operated. This lubrication system shall be sealed from the waterway and any external contaminants by use of "o" ring seals. An anti-friction washer shall be in place above the thrust collar to further minimize operating torque. The oil reservoir shall be factory filled with a low viscosity, FDA approved non-toxic oil lubricant which will remain fluid through a temperature range of -60° F to +150° F.

6. The operating nut shall be a one piece design, manufactured of ASTM B-584 bronze. It shall be pentagon/square in shape and the nut dimensions shall be 1 ½". The operating nut shall be affixed to the bonnet by means of an ASTM B-S 84 bronze hold down nut. The hold down nut shall be threaded into the bonnet in such a manner as to prevent accidental disengagement during the opening cycle of the hydrant. The use of Allen head set screws as a means of retention is unacceptable. A resilient weather seal shall be incorporated into the hold down nut, for the purpose of protecting the operating mechanism from the elements.

7. The direction of the opening shall be a word open and an arrow shall be cast on the bonnet flange to indicate the specified opening direction.

8. The hydrant bonnet shall be attached to the upper barrel by not less than eight bolts and nuts and sealed by an "o" ring.

9. Hydrants shall be a "traffic-model" having upper and lower barrels joined at the ground line by a separate and breakable "swivel" flange providing 360 degree of rotation of upper barrel for proper nozzle facing. This flange shall employ not less than eight bolts. The safety flange segments shall be located under the upper barrel flange to prevent the segments from falling into the lower barrel when the hydrant is struck. The pressure seal between the barrels shall be an "o" ring. The proper ground line shall be cast clearly on the lower barrel and shall provide not less than 18" of clearance from the centerline of the lowest nozzle to the ground.

10. The operating stem shall consist of two pieces, not less than 1¼" diameter (excluding threaded or machined areas) and shall be connected by a stainless steel safety coupling. The safety coupling shall have an integral internal stop to prevent the coupling from sliding down into the lower barrel when the hydrant is struck. Screws, pins, bolts, or fasteners used in conjunction with the stem couplings shall also be stainless steel. The top of the lower stem shall be recessed 2" below the face of the safety flange to prevent water hammer in the event of a "drive over" where a vehicle tire might accidentally depress the main valve.

11. The lower barrel shall be an integrally cast unit. The use of threaded on or mechanically aft ached flanges is deemed unacceptable. The hydrant bury depth shall be clearly marked on the hydrant lower barrel.

12. Composition of the main valve shall be a molded rubber having a durometer hardness of 95 +/- 5 and shall be reversible in design to provide a spare in place. Plastic (polyurethane) main valves are unacceptable. The main valve shall have a cross section not less than 1".

13. Hydrants shall be equipped with two (2) drain valves which drain the barrel when the hydrant is closed and seal shut when the hydrant is opened. These drain valves shall be an integral part of the one piece bronze upper valve plate. They shall operate without the use of springs, toggles, tubes, levers or other intricate synchronizing mechanisms.

14. The upper valve plate, seat ring and drain ring (shoe bushing) must be ASTM B-584 bronze and work in conjunction to form an all bronze drain way. A minimum of two (2) internal and two (2) external drain openings are required. Drains ported through an iron shoe must be bronze lined.

15. The bronze seat ring shall thread into a bronze drain ring (or shoe bushing) providing a bronze-to-bronze connection. Seal rings shall be "o" ring pressure sealed.

16. The shoe inlet size and connection type shall be as specified (flanged, MJ, etc.) having ample blocking pads for sturdy setting and the MJ connection must have two strapping lugs to secure the hydrant to piping. A minimum of six bolts and nuts is required to fasten the shoe to the lower barrel.

17. The interior of the shoe including the lower valve plate and stem cap nut shall have a protective coating that meets the requirements of AWWA C-550. If a stem cap nut is utilized, it must be locked in place by a stainless steel lock washer or similar non-corrosive device that will prevent the cap nut from backing-off during normal use.

18. Hydrants shall be warranted by the manufacturer against defects in materials or workmanship for a period of ten (10) years from the date of manufacture. The manufacturing facility for the hydrant must have current ISO certification.

19. Hydrants shall be Mueller Super Centurion 250 or approved equal.

Failure to comply with any of these above requirements is sufficient cause for rejection of proposed hydrants. The City of Edinburg reserves the right to accept only those materials that are in full compliance with these specifications and deemed most advantageous to the City.

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: 4/7/08

BID PRICE: 26294.00

DELIVERY DATE: 3 TO 4 WKS FOR ALL MATERIAL

BIDDER NAME: EMMSA PLASTIC PIPEING SYSTEMS

AUTHORIZED SIGNATURE: [signature]

TITLE: SALES REPRESENTITIVE

MAILING ADDRESS: 101 N. BICENTENNIAL BLVD.

TELEPHONE NO.: (956) 682-3593 (956) 682-9881 FAX

E-MAIL ADDRESS: CZUNIGA@EMMSACO.COM

FEDERAL ID #: 74-272-4105

INVITATION TO BID

SSIGNED BID NO.: **2008-47**

ID TITLE: **Purchase of Fire Hydrants**

LOSED DATE & TIME: **April 7, 2008 @ 3:00 PM**

SPECIFICATIONS ATTACHED XX

ELIVER SEALED BID TO: **CITY OF EDINBURG**
C/O CITY SECRETARY
210 W. MCINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540

ADDENDUM ONLY

uotations are requested for furnishing materials or services described below in accordance with terms set forth erein.

EM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	AMOUNT
1	8	3' Fire Hydrant	$ 1168.00	$ 9344.00
2	8	4' Fire Hydrant	$ 1240.00	$ 9920.00
3	4	5' Fire Hydrant	$ 1285.00	$ 5140.00
4	4	2' Extensions	$ 336.00	$ 1344.00
5	2	1' Extensions	$ 273.00	$ 546.00
		GRAND TOTAL		$ 26294.00

Delivery Time: 3 TO 4 wks FOR ALL MATERIAL

The City reserves the right to increase or decrease quantities depending on availability of funds.

Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon.

EMMSA
Plastic Piping Systems

EMMSA, Co.

www.emmsaco.com

McAllen Branch
101 N. Bicentennial Blvd.
78501 McAllen, Texas
Phone. (956) 682-3993
Fax: (956) 682-9881
mcallen@emmsaco.com

PLUMBING MUNICIPAL WATERWORKS INDUSTRIAL AGRICULTURE TURF IRRIGATION ELECTRICAL POOLS

ACCOUNT No:
Bus. Name: **CITY OF EDINBURG**
Contact: **PEDRO GARZA**
ADDRESS: 210 W. MCINTYRE STREET
EDINBURG, TEXAS 78540-1079
PH. 956-383-5661
FX. 956-383-7111
e-mail:

QUOTE No: **EDIN-4208**
DATE: 4/2/2008
REV: 1
TERMS: TO BE DEFINED
FOB: **DELIVERED**

ITEM	QTY	STOCK #	DESCRIPTION	UNIT PRICE	TOTAL
1.00	8	K81D51236MJ	5-1/4 2-2.5 Y 1-4.5" 6JM 3' HYDRANT	1,168.0000	9,344.00
2.00	8	K81D51246MJ	5-1/4 2-2.5 Y 1-4.5" 6JM 4' HYDRANT	1,240.0000	9,920.00
3.00	4	K81D51256MJ	5-1/4 2-2.5 Y 1-4.5" 6JM 5' HYDRANT	1,285.0000	5,140.00
4.00	4	K81DEXT24	24" KENNEDY FIRE HYDRANT EXTENSION	336.0000	1,344.00
5.00	2	K81DEXT12	12" KENNEDY FIRE HYDRANT EXTENSION	273.0000	546.00

LEAD TIME FOR HYDRANTS
3FT FIRE HYDRANTS - 3 TO 4 WEEKS
4FT FIRE HYDRANTS - 25 IN STOCK
5FT FIRE HYDRANTS - 6 IN STOCK
12" KENNEDY HYD. EXT. - 3 TO 4 WEEKS
24" KENNEDY HYD. EXT. - 3 TO 4 WEEKS

SUB-TOTAL	26,294.00
TAX	
TOTAL	**26,294.00**

CARLOS ZUNIGA

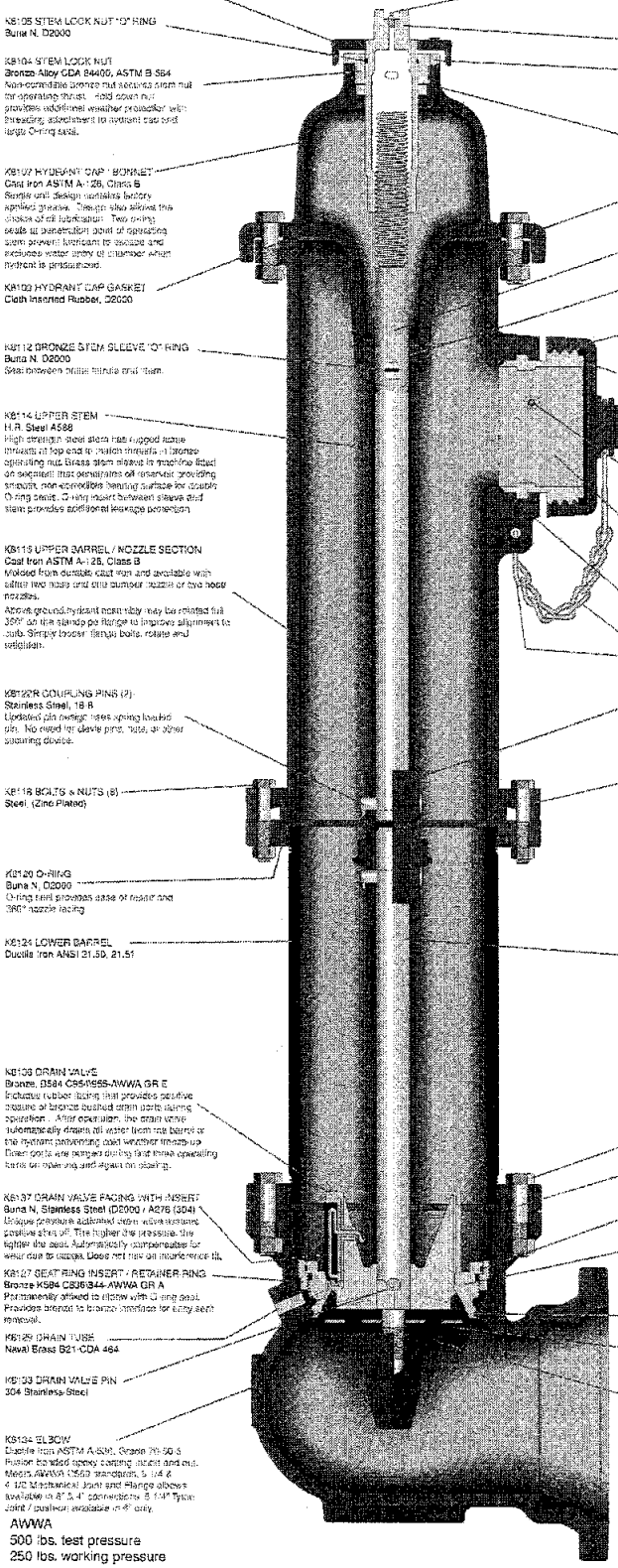
Price quotes are good for 30 days from quotation date.

Quoted prices are based upon receipt of the total quantity for imediate shipment. SHIPMENTS BEYOND 48 HOURS SHALL BE AT PRICE IN EFFECT AT TIME OF SHIPMENT. Seller not responsible for delays or lack of product due to causes beyond our control. Purchaser's sole warranties are those provided by the manufacturer. SELLER DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SELLER WILL BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING DIRECTRLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLERS LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Quotations are offered contingent upon the Buyer's acceptance of Seller's terms and conditions.

K-81D Fire Hydrant

AWWA C502

FM UL



K8103 DIRT SHIELD
Cast Iron ASTM A-126, Class B
One-piece component deflects moisture and dust exposure. Affords protection against freezing conditions ensuring operational efficiency.

K8105 STEM LOCK NUT "O" RING
Buna N, D2000

K8104 STEM LOCK NUT
Bronze Alloy CDA 84400, ASTM B-584
Non-corrodible bronze nut secures stem nut for operating thrust. Hold down nut provides additional weather protection with threading, attachment to hydrant cap and large O-ring seal.

K8102 HYDRANT CAP / BONNET
Cast Iron ASTM A-126, Class B
Single unit design contains factory applied grease. Design also allows the choice of oil lubrication. Two o-ring seals at penetration point of operating stem prevent lubricant to escape and excludes water entry of chamber when hydrant is pressurized.

K8109 HYDRANT CAP GASKET
Cloth Inserted Rubber, D2000

K8112 BRONZE STEM SLEEVE "O" RING
Buna N, D2000
Seal between Nylon thrust and stem.

K8114 UPPER STEM
H.R. Steel A582
High strength steel stem has rugged acme threads at top end to resist threads in bronze operating nut. Brass stem sleeve is machine fitted at segment that separates oil reservoir providing smooth, non corrodible bearing surface for double O-ring seals. O-ring mount between sleeve and stem provides additional leakage protection.

K8113 UPPER BARREL / NOZZLE SECTION
Cast Iron ASTM A-126, Class B
Molded from durable cast iron and available with either two hose and one pumper nozzle or two hose nozzles.
Above ground hydrant nozzle may be rotated full 360° on the standpipe flange to improve alignment to curb. Simply loosen flange bolts, rotate and retighten.

K8120R COUPLING PINS (2)
Stainless Steel, 18-8
Updated pin design uses spring loaded pin. No need for clevis pins, nuts, or other securing device.

K8116 BOLTS & NUTS (8)
Steel, (Zinc Plated)

K8120 O-RING
Buna N, D2000
O-ring seal provides base of nozzle and 360° nozzle facing

K8124 LOWER BARREL
Ductile Iron ANSI 21.50, 21.51

K8106 DRAIN VALVE
Bronze, B584 C85-1955-AWWA GR E
Includes rubber facing that provides positive closure of bronze bushed drain ports during operation. After operation, the drain valve automatically drains all water from the barrel of the hydrant preventing cold weather freeze-up. Drain ports are purged during first inches operating travel to open and again on closing.

K8137 DRAIN VALVE FACING WITH INSERT
Buna N, Stainless Steel (D2000 / A276 (304)
Unique pressure activated drain valve assures positive shut off. The higher the pressure, the tighter the seal. Automatically compensates for wear due to usage. Does not require maintenance kit.

K8127 SEAT RING INSERT / RETAINER RING
Bronze K584 C836/844-AWWA GR A
Permanently affixed to elbow with O-ring seal. Provides internal to bronze interface for easy seat removal.

K8129 DRAIN TUBE
Naval Brass B21-CDA 464

K8133 DRAIN VALVE PIN
304 Stainless Steel

K8134 ELBOW
Ductile Iron ASTM A-536, Grade 70-50-5
Fusion bonded epoxy coating inside and out. Meets AWWA C550 standards. 5 1/4 & 4 1/2 Mechanical Joint and Flange elbows available in 45°, 90° connections. 5 1/4" Tyton Joint / pushon available in 90° only.

K8101 ALEMITE FITTING
Stainless Steel A276 (304)
Sureoil grease fitting provides convenient access to lubricate operating threads for corrosion protection.

K8102 OPERATING STEM NUT
Bronze Alloy CDA 84400, ASTM B-584

K8146 ALLEN HEAD SET SCREW
Stainless Steel A276 (410)
Drilled and tapped hole in operating stem nut with stainless steel set screw. Secures hold down nut to hydrant cap.

K8108 THRUST WASHER
Nylatron GS MIL LP-410
Antifriction bearing of metal base reduces operating torque for smoother speed nose cycles.

K8106 CAP BOLTS & NUTS (6)
Steel (Zinc Plated) A307 AE Grade 2

K8110 STEM FERRULE
Naval Brass B21-CDA 464

K8111 HYDRANT CAP "O" RINGS (2)
Buna N, D2000

K8144 HOSE / PUMPER NOZZLE CAP
Cast Iron ASTM A-126, Class B

K143 HOSE / PUMPER NOZZLE CAP GASKET
Neoprene, D2000

K8141 HOSE / PUMPER NOZZLE RETAINING SCREW
Stainless Steel A276 (304)

K8140 HOSE NOZZLE
K8142 STEAMER / PUMPER NOZZLE
Bronze, B584 C83600
Tamper resistant pentor lug hose and steamer nozzles. Designed for ease of maintenance and hose replacement.

K8145 HOSE / PUMPER NOZZLE "O"-RING
Buna N, D2000

K8106 NOZZLE CAP CHAIN
Steel, A108

K8138 "S" HOOK
Steel, A108

K8115 STEM BREAK COUPLING
Cast Iron ASTM A-126, Class B
Designed to break from collision without damage to main valve or lower rod. Bottom half of coupling is designed to accept short disassembly wrench.

K8119 BREAKING RING / TRAFFIC FLANGE (2 HALVES)
Cast Iron ASTM A-126, Class B
Part 360° adjustment. Breaking ring on top for ease of replacement. Upon vehicular impact, safety flange ring includes no allow above ground hydrant assembly to separate cleanly from standpipe without damage to internal parts or loss of water. Repair is easily accomplished with economical field repair kit.

K8123 LOWER STEM
H.R. Steel A582

K8135 ELBOW BOLTS AND NUTS (8)
304 Stainless Steel

K8125 ELBOW GASKET
Cellulose Fiber, PED P339477M4

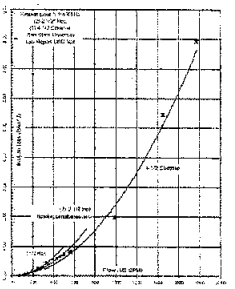
K8128A SEAT RING UPPER "O"-RING
Buna N, D2000

K8128 SEAT RING
Bronze K584 C836/844-AWWA GR A

K8130 SEAT RING LOWER "O"- RING
Buna N, D2000

K8131 MAIN VALVE
SBR with Steel Insert
Available in 4 1/2" and 5 1/4".

K8132 BOTTOM PLATE
Cast Iron ASTM A-126, Class B
Single component cast iron drain valve bottom plate compresses rubber seat against drain valve and securely attaches valve assembly to lower stem. Bottom plate is coated with fusion bonded epoxy on inside and elbow.



AWWA
300 lbs. test pressure
250 lbs. working pressure

ULFM
400 lbs. test pressure
175 lbs. working pressure

NOTE: DRAWING SHOWS 5 1/4" MAIN VALVE OPENING. SOME PART DIFFERANCES ON 4 1/2 MAIN VALVE OPENING.

The Guardian K81D Hydrant meets or exceeds all the latest provisions of AWWA, and UL 246-FM 1510 specifications (options are limited on UL/FM models).

KENNEDY VALVE
A DIVISION OF MCWANE, INC.
www.kennedyvalve.com
2007

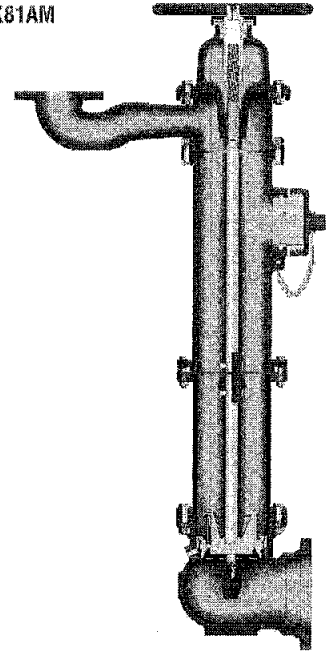
The Kennedy Guardian K-81D

Fire Hydrants have been used in fire protection for over 200 years. A.W.W.A. C502 was developed in 1913 as a standard for the manufacture and use of dry barrel hydrants. Kennedy has established itself as a leader in the industry with manufacturing experience dating back to 1877. Many of the early hydrants are in use today.

Kennedy's most recent design is the Guardian. Based on a simple design, it is easy to install, maintain and repair. The Guardian sets a standard for quality in the industry and meets or exceeds all requirements for A.W.W.A. C502 latest revision, and is UL listed and FM approved.

K-81D Meets or exceeds requirements of A.W.W.A. C-502 and is UL listed and FM approved.
K-81A Meets or exceeds requirements of A.W.W.A. C-502.

Kennedy Monitor Hydrant K81AM



FEATURES

1) MEETS or EXCEEDS ALL REQUIREMENTS OF AWWA C-502.
2) 5 ¼" MAIN VALVE OPENING.
3) EXCELLENT FLOW CHARACTERISTICS.
4) MONITOR ELBOW CAN BE POSITIONED INDEPENDENTLY OF THE UPPER BARREL.
5) EXISTING HYDRANTS CAN BE RETROFITTED EASILY AND AFFORDABLY.
6) MONITOR ELBOW IS AVAILABLE WITH EITHER 3" OR 4" ANSI DRILLING WITH THE SAME LARGE DISCHARGE ORIFICE

APPROVALS:

3" FLANGE – UL/FM APPROVED
4" FLANGE – FM ONLY
MONITOR HYDRANT CAN BE MAINTAINED THROUGH THE HYDRANT CAP WITHOUT EXCAVATION.

Options:

Upper Barrel Configurations
- 1 Steamer & 2 Hose Nozzles
- 2 Hose Nozzles
- 2 Steamer Nozzles
- 1 Steamer & 3 Hose Nozzles

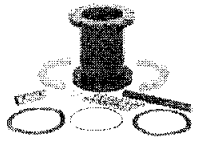
Handwheel Operation – 16" o

Inlet Connections
- 6" Mechanical Joint, Flanged or Push-on
- 6" ANSI Straight Shoe
- 6" 250# Raised Face Elbow
- 8" Mechanical Joint or Flanged Elbow

2 ½" Size
Independent Hose Gate Valves
- Bolt-on/Figure 109xNS
- Screw-on/Figure 109xMN

Salt Water Protection
- Fusion Bonded Coatings
- Stainless Steel Stems & Fasteners

PARTS & ACCESSORIES



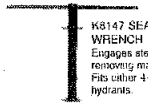
K8150 EXTENSION KIT
Conveniently packaged including all necessary parts to raise hydrant in any increment of 6". Specify if hydrant size is 4-1/2" or 5-1/4".



K8149 TRAFFIC REPAIR KIT
Available for 4-1/2" or 5-1/4" hydrant and packaged with all components needed to restore hydrant to service following collision.



MAIN VALVE REPAIR KIT
Available for 4-1/2" or 5-1/4" hydrant and packaged with all components needed to repair damaged valve assembly.



K8147 SEAT REMOVAL WRENCH
Engages stem coupling for removing main valve seat. Fits either 4-1/2" or 5-1/4" hydrants.



K8155 STOP NUT WRENCH



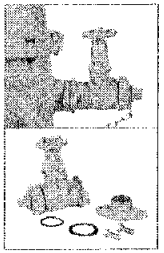
K8148 PUMPER & HOSE NOZZLE WRENCHES, NOZZLES AND O-RINGS
Slots engage drive lugs in nozzle I.D. for removal. Quarter turn nozzles are left hand. Specify nozzle thread specification if other than National Standard.
NOTE: Order nozzle wrenches by I.D.



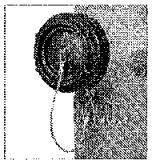
CENTERING SPIDER



TAMPER RESISTANT GUARDIAN SHIELD



"BOLT-ON" IRON HOSE GATE VALVE



K-81A WITH "STORZ" OUTLET
1/4 turn hose to hydrant connection. Alleviates confusion if multiple steamer threads are used in your area. Available in 4" and 6" connections.

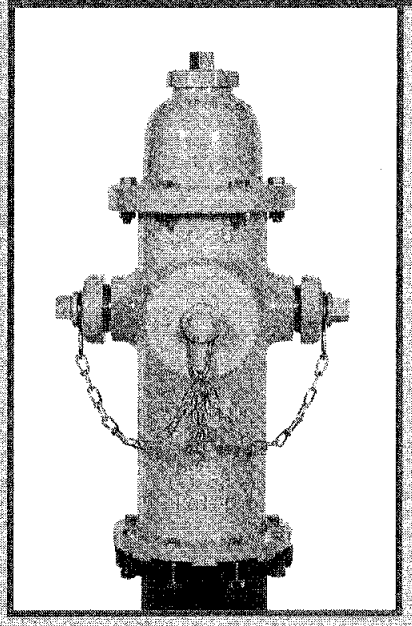


"SCREW-ON" IRON HOSE GATE VALVE

KENNEDY VALVE
A DIVISION OF MCWANE, INC.
www.kennedyvalve.com
2008

1021 E. Water Street
Elmira, New York 14901
P.O. Box 981
Phone (607) 734-2211
Fax 1-800-952-4771

KENNEDY GUARDIAN K-81D FIRE HYDRANT



- Time Tested
- Proven Service
- Reliable Performance

FM UL

PROUDLY

MADE IN ELMIRA, NEW YORK
USA

The Kennedy Guardian

Fire hydrants have been used in fire protection for over 100 years. A.W.W.A. C502 was developed in 1913 as a standard for the manufacture and use of dry barrel hydrants. Kennedy has established itself as a leader in the industry with manufacturing experience dating back to 1905. Many of the early hydrants are in use today.

Kennedy's most recent design is the Guardian. Based on a simple design, it is easy to install, maintain and repair. The Guardian sets a standard for quality in the industry and meets or exceeds all requirements for A.W.W.A. C502 latest revision, and is UL listed and FM approved.

Guardian Features

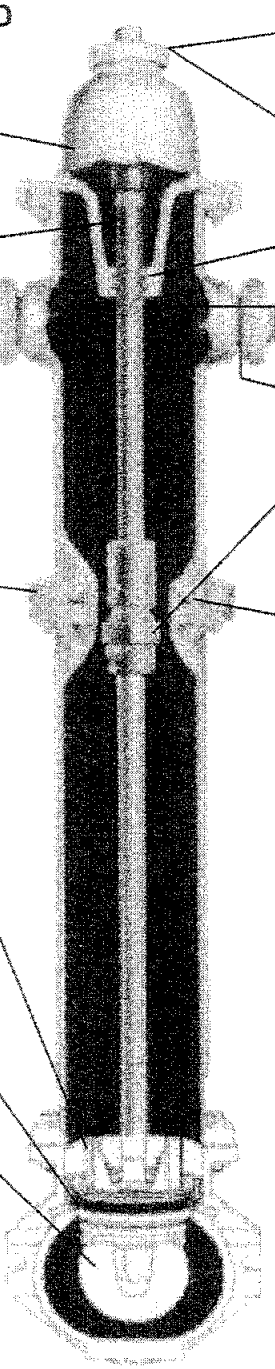
K81D Meets or exceeds requirements of A.W.W.A. C-502 and is UL listed and FM approved.

K-81A Meets or exceeds requirements of A.W.W.A. C-502.

AWWA
400 psi test pressure
200 psi working pressure

ULFM
400 psi test pressure
175 psi working pressure

Fig. K81D



Weather Shield
To protect exposed operating area from freezing rain and dirt.

Thrust Washer
For easy turning operation.

One Piece Bonnet
Newly designed for easier maintenance.

Sealed Grease Cavity
For easier operation and maintenance.

Two O-Rings
To protect operating threads from corrosion.

O-Ring
To seal between brass ferrule and stem.

Nozzle
Tamper resistant.

Breakable Coupling
Minimizes damage from traffic accident. New design makes repairs more efficient.

Traffic Flange
Full 360° adjustment. New Breaking Ring on top for easy replacement and interchangeability on all K-81 models.

O-Ring
For ease of repair and nozzle facing.

Corrosion Resistant
Bronze Drain Valve.

Bronze to Bronze Seating
This standard feature assures easy seat removal.

Full Cover Bottom Plate
Prevents corrosion to the lower stem threads and prevents main valve distortion. Provides a positive stop against the elbow.

Easy to install—Even easier to maintain

- **Tamper resistant** quarter turn hose and steamer nozzles. For those who know how, replacement is easy.
- **Easy to use**, short, simple, inexpensive and lightweight seat removal wrench.
- **Unique pressure-activated** drain valve assures positive shut off. The higher the pressure, the tighter the seal. Automatically compensates for wear due to usage. Does not rely on interference fit.
- **Two sizes available**, 5¼" valve opening and 4½" valve opening to best meet your needs.
- **Fully and easily lubricated** operating threads for corrosion protection and ease of operation.
- **The Guardian K-81D Hydrant** meets or exceeds all the latest provisions of AWWA, and UL 246-FM 1510 specifications (options are limited on UL/FM models)

Guardian K81D Technical/Dimensional Data (AWWA-UL/FM)

TURNS TO OPEN = 17 1/2

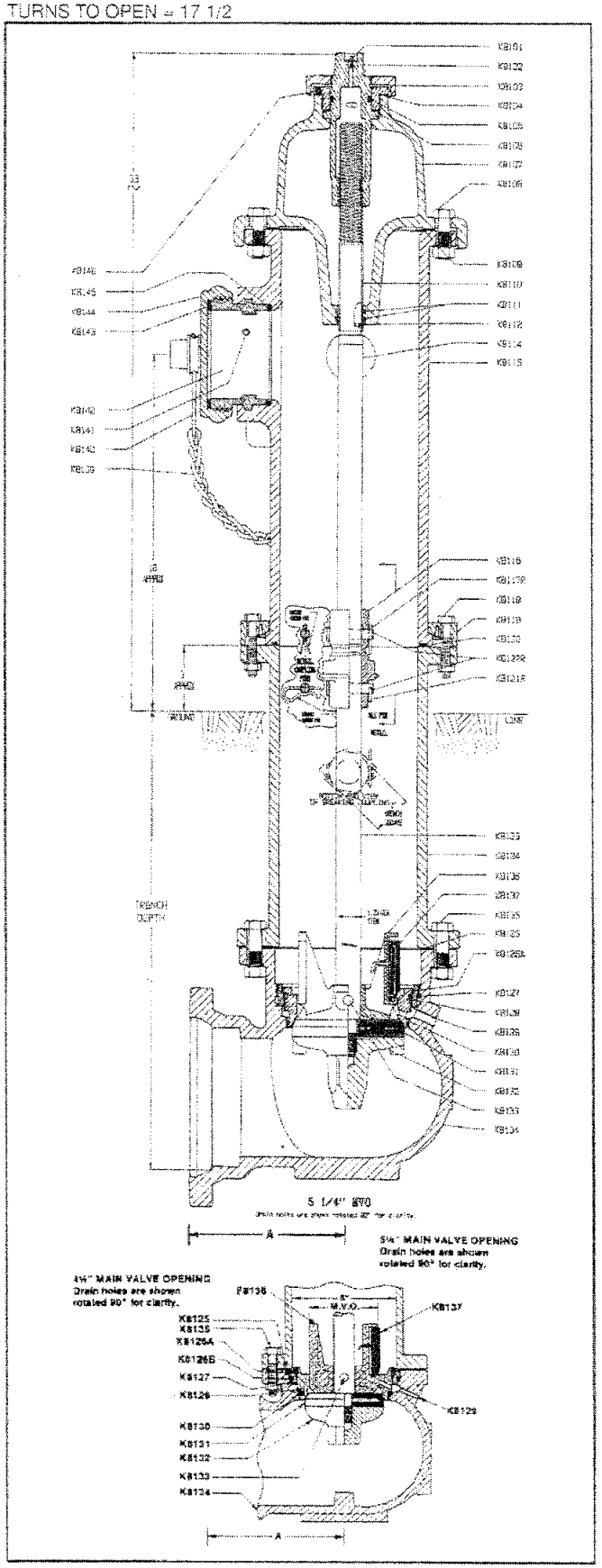


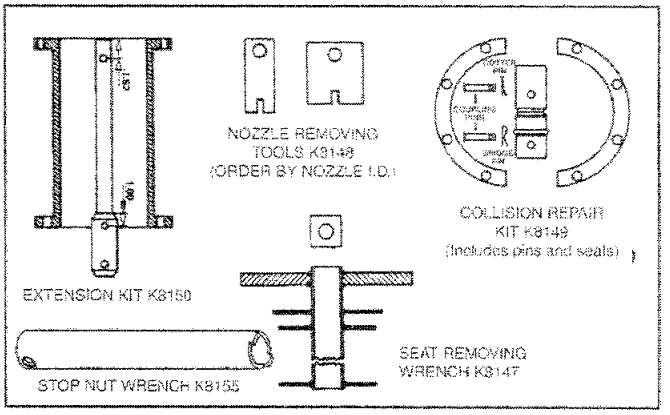
Figure K81D

PARTS LIST

	DETAIL	PART	MATERIAL	ASTM SPEC (or as stated)
	K8101	ALEMITE FITTING	STAINLESS STEEL	A276 (304)
†	K8102	OPERATING STEM NUT	BRONZE	B584 CB480/AWWA GR A
	K8103	DIRT SHIELD	CAST IRON	A126 CLASS B
	K8104	STEM LOCK NUT	BRONZE	B584 CB480/AWWA GR A
†	K8105	O-RING	BUNA-N (SYN. RUBBER)	D2000
†	K8106	THRUST WASHER	NYLATRON GS	MIL LP-410
	K8107	HYDRANT CAP	CAST IRON	A126 CLASS B
	K8108	CAP BOLTS & NUTS	STEEL (ZINC PLATED)	
*	K8109	CAP GASKET	CLOTH INSERTED RUBBER	D20000
*	K8110	STEM FERRULE	NAVAL BRASS	B21-CDA 464
†	K8111	O-RING	BUNA-N (SYN. RUBBER)	D20000
*	K8112	O-RING	BUNA-N (SYN. RUBBER)	D20000
	K8114	UPPER STEM	C.R. STEEL	A582
	K8115	UPPER BARREL	CAST IRON	A126 CLASS B
	K8116	STEM BREAKING COUPLING	CAST IRON	A126 CLASS B
	K8117R	COTTER PIN	STAINLESS STEEL (18-8)	A276
	K8118	BOLTS & NUTS	STEEL (ZINC PLATED)	
	K8119	BREAKING RING	CAST IRON	A126 CLASS B
	K8120	O-RING	BUNA-N (SYN. RUBBER)	D20000
	K8121R	BRIDGE PIN	STAINLESS STEEL (18-8)	A276
	K8122R	CLEVIS PIN(S)	STAINLESS STEEL (18-8)	A276
	K8123	LOWER STEM	H.R. STEEL	A576
	K8124	LOWER BARREL	DUCTILE IRON (gr 2.1)	ANSI 21.45, 21.51
†	K8125	ELBOW GASKET	CELLULOSE FIBER	FED P-G0947/M4
†	K8125A	O-RING	BUNA-N (SYN. RUBBER)	D2000
*	K8127	SEAT RING INSERT	BRONZE	B584 CB440/AWWA GR A
†	K8128	SEAT RING	BRONZE	B584 CB440/AWWA GR A
	K8129	DRAIN TUBE	NAVAL BRASS	B21-CDA 464
†	K8130	O-RING	BUNA-N (SYN. RUBBER)	D20000
*	K8131	MAIN VALVE	NEOPRENE W/STL. INSERT	UL 262 10.1
	K8132	BOTTOM PLATE	CAST IRON	A126 CLASS B
	K8133	DRAIN VALVE PIN	STEEL (CAD PLATED)	
	K8134	ELBOW	CAST IRON	A126 CLASS B
	K8135	ELBOW BOLTS AND NUTS	STEEL (ZINC PLATED)	
	K8136	DRAIN VALVE	BRONZE	B584 CB480/AWWA GR A
*	K8137	DRAIN VALVE FACING W/INSERT	BUNA-N W/STAINLESS STEEL	D20000/A276 (304)
	K8138	NOZZLE CAP CHAIN	STEEL	A108
	K8140	NOZZLE CHAIN BAND	STEEL	A108
#	K8141	NOZZLE RETAINING SCREW	STAINLESS STEEL	A276 (304)
#	K8142	NOZZLE	BRONZE	B584 C83800
#§	K8143	NOZZLE CAP GASKET	RUBBER	D20000 TYPE AA
#	K8144	NOZZLE CAP	CAST IRON	A126 CLASS B
#‡	K8145	O-RING	BUNA-N (SYN. RUBBER)	D20000
	K8146	ALLEN HEAD SET SCREW	STAINLESS STEEL	A276 (410)
	K8147	SEAT REMOVAL WRENCH		
	K8148	NOZZLE REMOVAL TOOLS		
†	K8149	COLLISION REPAIR KIT		
	K8150	GRADE EXTENSION KIT		

* Denotes that part is available only as part of an assembly.
Must specify type of Nozzle, Hose or Steamer.
† Recommended spare parts

Accessories



Style	Shoe Size	A
M.J.	4	7 3/4
M.J.	6	8
Flange	4	7 7/8
Flange	6	8 1/8
Asb. Cem.	4	8 3/4
Asb. Cem.	6	9 3/8
Bell	6	9 5/8
Tyton	6	9

MARKINGS	
FRONT	BACK
YEAR	K.V. MONOGRAM
KENNEDY	KENNEDY
ELMIRA, N.Y.	ELMIRA, N.Y.
SIZE	SIZE
TYPE	UL/FM
200CWP	175

Contact Factory for UL/FM Limitations

Bell and Tyton ends available only in 6 1/4" Main Valve Hydrants.
4" shoe dimensions apply to 4 1/2" Main Valve Hydrants only.

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: 4-3-08

BID PRICE: 28,380.00

DELIVERY DATE: 3--7 Working Days

BIDDER NAME: ACT Pipe & Supply

AUTHORIZED SIGNATURE: Tony Ortega, Jr.

TITLE: Operations Mgr.

MAILING ADDRESS: 913 W. Hwy. 83 Pharr, Tx. 78577

TELEPHONE NO.: (956) 702-3900

E-MAIL ADDRESS: TOrtega@ACTPipeAndSupply.Com

FEDERAL ID #: 1-02-0633060-06

INVITATION TO BID

ASSIGNED BID NO.: **2008-47**

BID TITLE: **Purchase of Fire Hydrants**

CLOSED DATE & TIME: **April 7, 2008 @ 3:00 PM**

SPECIFICATIONS ATTACHED XX

ADDENDUM ONLY

DELIVER SEALED BID TO: **CITY OF EDINBURG**
C/O CITY SECRETARY
210 W. MCINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540

Quotations are requested for furnishing materials or services described below in accordance with terms set forth herein.

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	AMOUNT
1	8	3' Fire Hydrant	$1200.00	$9600.00
2	8	4' Fire Hydrant	$1300.00	$10,400.00
3	4	5' Fire Hydrant	$1400.00	$5600.00
4	4	2' Extensions	$500.00	$2000.00
5	2	1' Extensions	$390.00	$780.00
		GRAND TOTAL		$28,380.00

Delivery Time: 3-7 working Days

The City reserves the right to increase or decrease quantities depending on availability of funds.

Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon.

BIDDER'S LIST
PURCHASE OF FIRE HYDRANTS

EMSSA
101 N. Bicentennial Blvd.
McAllen, Texas 78501

Aqua Metric Sales Co.
6700 Guada Coma Drive
Shertz, Texas 78154

ACT Pipe & Supply
913 W. Business 83
Pharr, Texas 78577

Ferguson Municipal Pipe
P.O. Box 4080
McAllen, Texas 78502

HD Supply Waterworks
P.O. Box 2227
McAllen, Texas 78502

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
April 15, 2008

Consider Awarding Bid #2008-48: Reconstruction Of One (1) Residence In The Housing Assistance Program To Benchmark Construction LLC.

****

STAFF COMMENTS AND RECOMMENDATIONS

The Housing Assistance Program's acceptance of application(s) is to evaluate the applicant for housing assistance and the feasibility of the reconstruction before presenting the application(s) to the Housing Assistance Committee. A clear title to the property must be secured, and delinquent taxes must be paid off. All eligible housing assistance application(s) are presented to the Housing Assistance Committee for approval, and applicants are notified of their status. The Housing Assistance Committee recommended the applicant for approval on February 5, 2008.

On April 7, 2008, Bid Number 2008-48 was opened with three contractors participating. All efforts were made during the bid process to obtain competitive bids from the approved list of contractors participating in the Housing Assistance Program. A pre-bid conference was scheduled on April 2, 2008 to review plans and specifications. Staff recommends awarding the bid to the lowest bidder, as follows:

Bid #	LOCATION	CONTRACTOR	TOTAL
2008-48	209 N. 28th	Benchmark Construction LLC	$ 46,500.00
		Housing Assistance Rehab./Recon. Prior Budget Balance	$ 99,963.80
		One Reconstruction	$ 46,500.00
		Remaining Balance	$ 53,463.80

Staff verified that no delinquent taxes or monies are owed to the City of Edinburg by Benchmark Construction LLC, with all required insurance being in order.

RECOMMENDATION:

Awarding Bid #2008-48: Reconstruction Of One (1) Residence In The Housing Assistance Program To Benchmark Construction LLC.

REVIEWED BY:

J.J. Rodriguez
City Manager

Ascencion Alonzo
Director of Finance

PREPARED BY:

Veronica Guerrero, Loan Program Coordinator

Marissa Garza
Director of Community Development

****

RECORD OF VOTE:

APPROVED:_____
DISAPPROVED:_____
TABLED:_____

NOE GARZA, P.E.	AGUSTIN G. GARCIA	JOE OCHOA	GENE ESPINOZA	ALMA A. GARZA
COUNCILMEMBER	COUNCILMEMBER	MAYOR	COUNCILMEMBER	MAYOR PRO TEM

Title: Reconstruction of one (1) Residence
Quote No.: 2008-48
Date Opened: 4-07-08

CITY OF EDINBURG, TEXAS
BID TABULATION SUMMARY
CDBG LOAN/GRANT PROGRAM

			Benchmark Construction P.O. Box 720083 McAllen, Texas 78504 (956) 821-0455		Quality Investments P.O. Box 943 Mission, Tx 78573 (956) 584-7711		Loredo Construction P.O. Box 328 La Blanca, Tx 78558 (956) 386-0633	
ITEM	QTY	DESCRIPTION	UINT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1		209 N. 28th	Bid Guarantee	$46,500.00	Bid Guarantee	$47,499.99	Bid Guarantee	$65,500.00
		GROSS TOTAL						
		LESS DISCOUNT						
		NET TOTAL						
		TERMS						
		DELIVERY		$46,500.00		$47,499.99		$65,500.00

RECOMMENDATION

Award Low Bid Meeting Specifications: Benchmark Construction ($46,500.00)

Request Authorization to Re-Advertise [ ]
Request Authorization to negotiate Bid/Contract [ ]

Department: Housing Assistance Department
Budget Amount: $99,963.80
Additional Funds Required: None
Prepared By: Martin Arevalo, Rehab Specialist

THE CITY OF EDINBURG

INVITATION TO BID

BID #2008-48 **RECONSTRUCTION OF ONE (1) RESIDENCE**
209 N. 28TH STREET

The City of Edinburg, Texas is soliciting sealed separate bids for the above referenced as requested by the Housing Assistance Department. The bid shall be received no later than **3:00 p.m., Monday, April 7, 2008.** Any bid received after the time set for opening will be returned to bidder unopened. Bidder(s) must provide an original and shall be addressed to:

CITY OF EDINBURG
C/O CITY SECRETARY
210 W. McINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540-1079

Bids shall be submitted in an envelope sealed with tape and marked prominently on the lower left hand corner of the bid envelope with corresponding bid number and title. All bids will be opened and publicly read aloud at the above designated time at the City of Edinburg (City Hall) Conference Room located at 210 W. McIntyre Street, Edinburg, Texas. Bids sent via facsimile shall not be accepted. A pre-bid conference will be held at **3:00 p.m., Wednesday, April 2, 2008,** at the CDBG Office located at 400 E. University Drive, Edinburg, Texas 78539. All prospective bidders are encouraged to attend.

The City of Edinburg reserves the right to accept or reject bids submitted, waive formalities in bidding, accept the bid deemed most advantageous to the City of Edinburg, and to hold the bids for a period of ninety (90) days without taking action thereon. If you have any questions or require additional information regarding this bid, please contact Mr. Martin Arevalo, Rehabilitation Specialist, at (956) 383-0104.

If you choose not to submit a bid and would like to remain on the City of Edinburg bidder's list for future bids, you must respond in writing.

Sincerely,

Pedro Garza III, Purchasing Agent

THE INSCO DICO GROUP

INSCO INSURANCE SERVICES, INC.
Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (800) 782-1546
www.InscoDico.com

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, BENCHMARK CONSTRUCTION,

as Principal, and DEVELOPERS SURETY AND INDEMNITY COMPANY, a corporation authorized to transact a general surety business in the State of Texas, as Surety, are held and firmly bound unto CITY OF EDINBURG (hereinafter called the Obligee) in the full and just sum of THREE THOUSAND THOUSAND AND NO/100**** Dollars, ($ 3,000.00***) for the payment whereof in lawful money of the United States, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for NEW HOME CONSTRUCTION AT 209 N. 28TH ST.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 7TH day of APRIL, 2008.
Year

BENCHMARK CONSTRUCTION
Principal

DEVELOPERS SURETY AND INDEMNITY COMPANY
Surety

By: _____
Attorney-in-Fact

ANDY ALVAREZ, ATTY-IN-FACT
Authorized Representative (Name and Title)

By: _____
Signature of Authorized Representative

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300
www.InscoDico.com

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby make, constitute and appoint:

Dewey Young, Andy Alvarez, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as the corporation could do, but reserving to the corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its respective Executive Vice President and attested by its Secretary this 1st day of February, 2005.

By: _____
David H. Rhodes, Executive Vice-President

By: _____
Walter A. Crowell, Secretary

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE)

On February 1, 2005, before me, Nita G. Hiffmeyer, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

NITA G. HIFFMEYER
COMM. # 1543481
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Jan. 10, 2009

CERTIFICATE

The undersigned, as Executive Vice-President, of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolution of the respective Boards of Directors of said corporation set forth in the Power of Attorney, is in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 7TH day of APRIL 2008

By _____
David L. Kerrigan, Executive Vice-President

ID-1438 (DSI) (Rev. 2/05)

VIP
Valley Insurance Providers

P.O. Box 3783
McAllen, TX 78502
620 W. Ferguson
Pharr, TX 78577
tel:(956) 787-8536
fax:(956) 787-7232

April 8, 2008

City of Edinburg
400 E. University Drive
Edinburg, TX 78539

Re: Benchmark Construction
Construction of New Home at 209 N. 28th, Edinburg, TX 78539

To Whom It May Concern:

We are the bonding agent for Benchmark Construction. In the event you should award a contract for construction on the above referenced project, we will issue performance and payment bonds upon receipt, review and acceptance of contract documents. Issuance of the bonds is subject to the normal underwriting requirements at the time of the bond request. Before bonds can be issued we need to review contract documents.

Sincerely,

Andy Alvarez
Agent

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 01/29/2008

PRODUCER
Valley Insurance Providers (956) 787-8536
PO Drawer 3783
McAllen TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
BENCHMARK CONSTRUCTION
P. O. BOX 720083
MCALLEN TX 78504

INSURERS AFFORDING COVERAGE

INSURER A: NAUTILUS INSURANCE COMPANY
INSURER B: SENTINEL INSURANCE COMPANY
INSURER C:
INSURER D:
INSURER E: TEXAS MUTUAL INSURANCE COMPANY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/CCYY)	POLICY EXPIRATION DATE (MM/DD/CCYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X $1,000 B/PD DED GEN'L AGGR. GATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	NC581912	08/21/2007	08/21/2008	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	65UECL04209	06/01/2007	06/01/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP-0001173304 20061013	10/13/2007	10/13/2008	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RECEIVED
Date: 1-29-08 M.A.

CERTIFICATE HOLDER Attn: Veronica

ADDITIONAL INSURED; INSURER LETTER:

CITY OF EDINBURG
400 E. UNIVERSITY DRIVE
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE VALLEY INSURANCE PROVIDERS

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

INVITATION TO BID

ASSIGNED BID NO.: **2008-48**

BID TITLE: **Reconstruction of One (1) Residence - 209 N. 28th Street**

CLOSED DATE & TIME: **April 7, 2008 @ 3:00 PM**

SPECIFICATIONS ATTACHED XX

ADDENDUM ONLY _____

DELIVER SEALED BID TO: **CITY OF EDINBURG**
C/O CITY SECRETARY
210 W. MCINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540

Quotations are requested for furnishing materials or services described below in accordance with terms set forth herein.

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	AMOUNT
1	1	209 N. 28th Street Legal Description: Lot 28, San Isidro Subdivision, Hidalgo Hidalgo County, Texas **NOTE: DEMOLISH EXISTING HOUSE** Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon.	$ 46500.00

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: 4.7.08

BID PRICE: 46,500.00

DELIVERY DATE: 90 Days

BIDDER NAME: Benchmark Construction LLC

AUTHORIZED SIGNATURE: [signature]

TITLE: owner

MAILING ADDRESS: P.O. Box 720083, McAllen, TX 78504

TELEPHONE NO.: 821.0455

E-MAIL ADDRESS: sbaghs@yahoo.com

FEDERAL ID #: 26.1506785

BOND AND INSURANCE REQUIREMENTS

(A) If the contract amount is over $25,000 for construction or facility improvements, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the state, in accordance with state statutes, as amended. A payment bond in the full amount of the contract price to assure payment is required by law of all persons supplying labor and material in execution of work provided for in the contract.

(1) A bid guarantee equivalent to 5% of the bid price is required from each bidder. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the specified time.

(2) A performance bond on the part of the contractor for 100% of the contract price is required. A "performance bond" is one executed in connection with the contract to secure fulfillment of all the contractor's obligations under such contract. It is solely for the protection of the City awarding the contract; in the amount of the contract; and is conditioned on the faithful performance of the work, in accordance with the plans, specifications, and contract documents, including warranties. The performance bond shall remain in effect during the warranty period of the contract or for one year, whichever is longer.

(3) A payment bond on the part of the contract for 100% of the contract price is required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a sub-contractor to supply labor or material and is in the amount of the contract.

(4) Failure of a contractor to comply with is section authorizes the City Manager to terminate the contract and retain any applicable security.

(B) A bid guarantee, performance and payment bond will not be required for contracts zero to $25,000. The City will specify in the contract that no money will be paid to the contractor until the project has been completed and final acceptance has been made by the City.

(C) Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

(D) The following insurance requirements will be included in all City contracts of $5,000.00 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	**Limits of Liability**
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	$250,000 each person/$500,000 each occurrence
Property Damage	$100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits

(E) The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	**Limits of Liability**
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: $100,000 each accident Bodily Injury by Disease: $100,000 each employee/$500,000 policy limit
Comprehensive General Liability Bodily Injury Property Damage	$250,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits
Comprehensive Auto Liability Bodily Injury Property Damage	$100,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits
City's Protective Liability	
Bodily Injury Property Damage	$250,000 each person/$500,000 each occurrence $100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits

City of Edinburg
Community Development Block Grant (CDBG)
DESCRIPTION OF MATERIALS ON PROPOSED CONSTRUCTION
2 Bedrooms - 1 Bath - Option One with Handicapped Accessibility

Applicant's Name: Jose R. Ramirez
Mailing Address: 209 N. 28th, Edinburg, Texas 78541
Legal Description: ALL OF LOT 28, SAN ISIDRO SUBDIVISION, CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OR THE COUNTY CLERK OF HIDALGO COUNTY TEXAS

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1. Describe all materials and equipment to be used, whether or not shown on the drawings, by making "x" in each appropriate check-box and entering the information called for in each space. If inadequate, enter "See Misc." and describe under item 25 or on an attached sheet.

2. Work specifically described or shown will not be considered for value.

3. Include no alternates, "or equal" phrases, or contradictory items. (Consideration of a request for acceptance of substitute materials or equipment is not thereby precluded.)

4. Include signatures required at the end of this form.

5. The construction shall be completed with the related drawings and specifications, as amended during processing.

The contractor is responsible for review of this Specification and field verification to determine that a complete and functioning project is delivered to the Homeowner within the sealed written quote. Any additional work to be done or changes in work proposed must be approved in writing and signed by the City, Homeowner(s), and the Contractor.

Should any figures be unverifiable or omitted that are necessary for a clear and comprehensive understanding, or should any errors appear, it will be the duty of the contractor to advise the proper party of the same, and not to go on with the work or bid in uncertainty.

The contractor is to furnish all transportation, labor, materials, apparatus, water scaffolding, and tools, for completing total construction project in the best possible and most rapid manner and to its entire, proper and substantial completion. The contractor should provide temporary light pole or power generator for the construction. Any trees, shrubs, etc., needed to be cut or removed are the Contractor's responsibilities.

The Contractor is to be held responsible for any violations of the proper City's and/or Counties' ordinances under which this property is governed.

The Contractor shall on a daily basis or as needed, remove all rubbish and waste materials and keep the premises as clean as possible during the progress and at the completion of work. The Contractor shall deliver the home in a broom clean condition.

The City of Edinburg and Contractor may erect a construction sign before or during construction on the premises.

PERMITS AND INSPECTIONS

The Contractor shall be responsible for obtaining all necessary permits required in the location where the improvements are to be constructed. The Contractor shall call upon the proper authorities for compliance inspections and assume the fee for the same.

WORKMANSHIP

All labor is to be done in a skilled, and thorough manner. All materials are to be of the dimension, design and grade herein specified. Unless otherwise specified, any patented materials or materials specified by trade name are to be applied and installed strictly according to the manufacturer's specifications.

GUARANTEE OF WORKMANSHIP

Guarantee the work performed for a period of one year from the date of final inspection and acceptance by Housing Assistance Staff of all the work required by the contract. Failure to honor this guarantee may result in the debarment of the contractor from future contract awards with the City of Edinburg. Furthermore, furnish Housing Assistance Staff with all manufactures and supplier's written guarantees and warranties covering materials and equipment under the contract.

SUBCONTRACTORS

The General Contractor shall be responsible for all subcontractors put to work to do any part of this contract. The owner reserves the right to reject any or all bids.

SCOPE OF WORK

To reconstruct the home according to the accompanying specifications.

1. ***EXCAVATION:***

Bearing Soil: Filling will be done in layers and compacted all fill will be clean sandy loam free of organic material, trash, clay or any other inappropriate type materials, with a minimum excavation of 12" into undisturbed soil.

EXCAVATION CONTINUED:

2. ***FOUNDATION*** **Note: Foundation is to be followed as specified below and as indicated in the attached Foundation Plan and as per code and ordinances.**

Porches:

a. Foundation as per slab design. Roof same as house.

b. Front porch: Accessibility for front door entrance must be no step entrance. Front porch slab to be flush with the front entrance of the house slab and gradually tapering down flush with the finished surface of the parking pad.

Footing:

Strength PSI: 3000 PSI
Reinforcing:

a. 6 x 6 x 6/6 Gauge Wire mesh
b. #5 x 20'. 0 Rebar
c. #3 x 6 x 12" Stirrups
d. #3 x 6 x 24" Stirrups minimum
e. #5 x 4'. 0 Corner Bar
f. ½" x 10" x Anchor Bolts @ 4' Center Maximum
g. Bar Lift Chairs
h. 2" High Chairs Mesh

Waterproofing: 6-Mil Polyethylene

Termite Protection: Vendor must be state certified, licensed, bonded, and must use minimum active ingredient of .05% Imidaclorid. Contractor must provide Housing Assistance Staff with Certificate of Treatment for work preformed.

Additional Information:

a. All foundation to comply with slab design.
b. Slab 4" minimum, exterior beams 12" x 18" plus 12" excavation into undisturbed soil equal 30" in height, and interior beams 12" x 18".
c. Allow for expansion joint between house slab and parking pad, ½" asphalt impregnated material or ½" redwood, and scribe mark where parking pad and driveway meet.

EXCAVATION CONTINUED:

* Note: Any evidence of significant structural failure on any concrete driveways, sidewalks, or foundations shall be replaced at the sole cost of the Contractor. The City Engineer shall determine the extent of the failure and make the final determination on its replacement. Factors that will be considered shall include the size, type and count of visible cracking or failure in making the determination.

Material Cost: $250.00

Labor Cost: $250.00

3. ***EXTERIOR WALLS:***
Wood Frame:

a. Wood Grade, and Species #2 Spruce Pine Fir (S.P.F.) or white or yellow pine wood precut studs @16" on center (O.C.)
b. Corner Bracing 4' x 8' x ½" OSB Sheathing
c. Building paper or Felt (#15 Felt paper x18")
d. 2" x 4" treated for bottom plates of exterior walls.
e. Polyseal strip on base of treated stud of exterior walls.

Sheathing:

a. Foil backed insulated board. **(Note: to be sealed at all joints with foil tape, nail all seams)**

4. ***Partition Wall Framing:***
Studs:

Wood, Grade, Species:	#2 Spruce Pine Fir (S.P.F.) Precut studs
Size and Spacing:	2" x 4" x 92 5/8" @ 16" on center (O.C.)

5. ***Ceiling Framing:***
Joist:

Wood, Grade, and Species:	#2 S.P.F. 2"x 6" or #2 S.P.F. 2" x 8"
Other:	As per wood frame span table
Ceiling Joist:	2" x 6" ceiling joist @ 24" on center

6. ***Roof Framing:***
Rafters:

Wood, Grade, and Species:	2" x 6" S.P.F. or 2" x 8" as per wood frame span table
Grade and Species:	Ridge board 2" x 8"

7. ***Decking:***
Fascia, soffit, and soffit vents:

a. 4' x 8' x ½" Oriented Strand Board (OSB) Sheathing
b. 15/32" Steel Ply Clips
c. 1"x8" Cedar Fascia Board
d. 1"x2" Cedar Fascia Board
e. 11/32" BC plywood (3/8) for soffit
f. 8"x16" soffit vent @ 8' O.C.

EXTERIOR WALLS CONTINUED:

8. ***Windows:*** **(All windows will be clear or tinted double pane insulated, Low E Rated windows) Caulk around the inside and outside of all windows.**

Location	Type	Brand	Size	Quantity
Master Bedroom	Bronze/Aluminum	HR Window or Better	$3^0 \times 5^0$	2
Bedroom #2	Bronze/Aluminum	HR Window or Better	$3^0 \times 5^0$	1
Living room	Bronze/Aluminum	HR Window or Better	$3^0 \times 5^0$	2
Kitchen	Bronze/Aluminum	HR Window or Better	$3^0 \times 3^0$	1
Bathroom	Bronze/Aluminum	HR Window or Better	$2^0 \times 1^0$	1
Utility Room	Bronze/Aluminum	HR Window or Better	$3^0 \times 3^0$	1
Dining Room	Bronze/Aluminum	HR Window or Better	$3^0 \times 5^0$	1

Windows:
Weather-stripping:

Type: Rib and Gasket
Material: Rubber and Aluminum
Window Screen: Fiberglass or Galvanize window screens

Note: If an alternate product is being used, receipt and manufacture's specifications must be turned in to Rehab Specialist.

9. ***Entrances: (Front and Rear Doors):***

Entrance Door:

Material: 6-panel pre hung metal door unit (insulated)

Width: $3^0 \times 6^8$

Thickness: 1 ¾" solid

Frame Material: White Pine Jamb

Door Sills: Aluminum Threshold (caulk underneath before installation of the door unit)

Head Flashing: 26 gauge galvanize

Weatherstripping: Tape: Rubber & Aluminum

Exterior Millwork: Wood 2"X 2" door molding

Grade & Species: SPF #2 compatible or better

Paint: Oil base high gloss enamel

EXTERIOR WALLS CONTINUED:

10. *Stairs:* Attic Stairways: 2' x 4' In hall or as indicated on plan.

Material Cost: $ 2500.00

Labor Cost: $ 2500.00

***Note: As per city codes and ordinances and specifications.**

11. *Roofing & Roof venting:*

a. DL Metal Drip Edge
b. Ridge vent (see roof plan for size)
c. # 30 felt
d. 20 year fiberglass shingles (owner to select color)
e. 26 gauge x 16" width galvanize flashing
f. 4- hip roof vents

Material Cost: $ 2,000.00

Labor Cost: $ 1,000.00

12. *Exterior Painting:*

Material:

a. Oil Base Primer: (Note: Apply one (1) coat of oil based primer to all wood surfaces with brush and roller, if sprayed two (2) coats)
b. Apply caulking on all seams gaps and putty on all nails, staple marks on all fascia, soffit, brick mold, and siding panels.
c. Exterior Latex Paint: Minimum 15 year warranty (Note: Apply two (2) coats of semi-gloss latex paint to all exterior wood surfaces with brush and roller, if sprayed four (4) coats)
d. Caulk Minimum 20-year warranty acrylic latex.
e. Apply all primer and paint to manufacturer's specifications.
f. Owner to select color of paint on all painted surfaces.
g. **USE OF LEAD-BASE PAINT IS STRICTLY PROHIBITED.**

Note: All exterior primer and paint will be compatible or better to:

a. **Sherwin Williams A-100 Latex Wood Primer (oil-based) (one (1) coat with brush and roller, if sprayed two (2) coats**
b. **Sherwin Williams Super A-84 Exterior House and Trim Paint (Acrylic semi-gloss, water based) (two (2) coats with brush and roller, if sprayed four (4) coats)**
c. **Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color).**
d. **If an alternate product is being used receipts and manufactures' specifications must be turned in to Rehab Specialist.**
e. **Follow manufactures, surface preparation prior to applying finish.**

Material Cost: $ 1500.00

Labor Cost: $ 1500.00

13. ***Brick Veneer:***

a. American made brick only. $315.00 per thousand maximum allowance (owner to select color)

b. Masonry spacing: ½"

c. Dimensions: 4" x 8" or 3"x10"

d. Sand

e. Masonry cement

f. Brick ties

Window Sills: a. Brick

Lintels: a. 4" x 4" x ¼" Angle Iron and apply oil based primer.. * Note: Above all exterior doors and windows where applicable.

Base Flashing: a. # 30 felt, to wrap around all window and exterior door rough openings.

Front Porches: a. Porch shall have one (1) or two (2) brick columns as per floor plan. With treated 4"x 4"x10' post, anchored properly in the middle.

Material Cost: $ 1500.00

Labor Cost: $ 1000.00

14. ***Interior Walls:***

Drywalls (walls and ceilings):	Gypsum Board: **USA Made only, no imported type allowed.**
Thickness:	½"
Finish:	Tape, Float
Corners	Regular corner beads 1 ¼" galvanize, or rounded plastic
Joint Treatment:	Tape, Float and Textone ✓ Orange Peel ___ Monterrey

Interior Walls Continued:

Rooms	Wall Finish Material & Application	Ceiling Finish Material & Application
Kitchen	Interior Washable Latex paint	Texture Walls & Ceiling
Bath	Interior Washable Latex paint	Texture Walls & Ceiling
Bedroom(s) and Closet(s) # 1, 2	Interior Washable Latex Paint	Texture Walls & Ceiling
Living Room	Interior Washable Latex Paint	Texture Walls & Ceiling
Dining Room	Interior Washable Latex Paint	Texture Walls & Ceiling
Utility Room	Interior Washable Latex Paint	Texture Walls & Ceiling
Hallway	Interior Washable Latex Paint	Texture Walls & Ceiling
Central Air Handler Room	Interior Washable Latex Paint	Texture Walls & Ceiling

*Note: Gypsum board on the ceilings must be nailed at 7" on center, and 8" on center on walls.(All gypsum board must be cut to fit with tapered sides and ends butting. Where possible end joints must be staggered).

*Note: All interior paint will be compatible or better to: Minimum 10 year Warranty, caulk minimum 20-year warranty acrylic latex.
All interior wall partitions will be painted one color.

a. **Sherwin Williams B-49 W200 (oil-based primer) (1 coat of primer with brush and roller, if sprayed 2 coats)**

b. **Sherwin Williams Classic 99 Semi-Gloss Latex (water-based), (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color). All interior ceilings will be painted white.**

c. **Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color).**

d. **If an alternate product is being used receipt and manufacture's specifications must be turned into Rehab Specialist.**

e. **Follow manufactures' surface preparation prior to applying finish.**
(USE OF LEAD-BASED PAINT IS STRICTLY PROHIBITED)

Interior Walls Continued:

15. ***Interior Doors, Trim, Hardware and Bathroom Accessories:***

a. ***Front and Rear Door Knobs and Locks:***

Location	Description	Material	Make	Quantity
Front Exterior Door	Dead Bolt Keyed Alike Entry Combination	Bright Brass	Tru-Guard or Better	1
Rear Exterior Door	Dead Bolt Keyed Alike Entry Combination	Bright Brass	Tru-Guard or Better	1

Door Stoppers: (install door stoppers on all interior doors, and a door sweep to the A/C return door.)

(Additional information: Install jumbo peep-hole in front door only.)

b. ***Interior Doors and Trim and Bathroom Accessories:***

Location	Description	Material	Thickness	Size
Master Bedroom	Hollow Core Mahogany	Wood	1 3/8"	$2^8 \times 6^8$
Bedroom # 2	Hollow Core Mahogany	Wood	1 3/8"	$3^0 \times 6^8$
Closet Bedroom # 2	Hollow Core Mahogany	Wood	1 3/8"	$2^8 \times 6^8$
Bathroom	Hollow Core Mahogany	Wood	1 3/8"	$3^0 \times 6^8$
Central Air Handler Door	Hollow Core Mahogany	Wood	1 3/8"	$2^0 \times 6^8$
Closet for Master Bedroom	Hollow Core Mahogany Doors	Wood	1 3/8"	$2 - 2^0 \times 6^8$
Utility Room	Hollow Core Mahogany	Wood	1 3/8"	$3^0 \times 6^8$

Note:** ***Follow manufactures' surface preparation prior to applying finish. Paint or varnish to be applied in a uniform manner as to cover up all unfinished surface(s). Do not leave any black or gray spotting or streaks.

Interior Walls Continued:

b. ***Interior Doors, Trim, and Bathroom Accessories Continued:***
Door Knobs:

Location	Description	Material	Make	Quantity
Master Bedroom	Lockset (privacy)	Bright-Brass	Tru-Guard or better	1
Bedroom #2	Lockset (privacy)	Bright-Brass	Tru-Guard or better	1
Bathroom	Lockset (privacy)	Bright-Brass	Tru-Guard or better	1
Utility Room	Lockset (privacy)	Bright-Brass	Tru-Guard or better	1
Closet (Master Bedroom)	N/A	N/A	N/A	N/A
Closet (Bedroom #2)	Passage	Bright-Brass	Tru-Guard or better	1
Central Air Handler Door	Passage	Bright-Brass	Tru-Guard or better	1

c. ***Base Trim:***

Type: Wedge Trim Finger Joint Moulding 2 1/8" width
Make: White Pine or Equal
Finish: Doors √ Sealer, Stained & Varnish
___ Painted

Trims √ Sealer, Stained & Varnish
___ Painted

Closet Shelves: 1" x 12" white pine at 65" high
Brackets (2) in bedroom #1 and (1) centered in bedroom #2 when over 4' in length

Closet Clothing Rod: (1) 3/8" Galvanized rod

Half wall: Install 4"x 4" to the ceiling, and top to be 1"x12" allow for angle braces for top where applicable.

Other Trims (Item, Type and Location) all trims will be enamel painted with oil based paint. Owner will select color. **(USE OF LEAD-BASE PAINT IS STRICTLY PROHIBITED)**

d. ***Bathroom Accessories:*** **Option One (1)** (For Handicap Accessibility only)

1. Bathroom (Chrome)
   a. Toilet Paper Holder
   b. Towel Holder (24" in length)
   c. Stainless Steel Grab Bars
      One: (18" grab bar) One: (36" grab bar)

Material Cost: $ 250.00

Labor Cost: $ 250.00

16. ***Cabinets and Interior Detail:***

Kitchen Cabinets:	**Overhead Unit**
Material:	¾" Ash/Birch Plywood
Backing:	¼" Luan for Backing
Linear feet:	15'- 11"
Shelf width:	1' – 0"
Shelf Material:	¾" BC Plywood

Kitchen Cabinets:	**Base Unit**
Material:	¾" Ash/Birch Plywood
Backing:	¼" Luan for Backing
Linear feet:	13' – 0"
Cabinet width:	2' – 0"
Back Splash:	18" Coved Formica
Counter Top:	¾" BC Plywood, Formica to be applied
Edging:	Formica
Shelf Material:	¾" Luan Plywood
Finish on Cabinets:	√ Stain, Sealer, and Varnish __ Paint

*Note: All door fronts to be hard board with ¼" plywood Ash or Birch panel insert, or all ¾" doors and drawer fronts to be trimmed with lip mold for kitchen, vanity, and medicine cabinets. ***No slab doors allowed.*** All hinges to be spring loaded self-closing and with antique or bright brass pulls or handles.

Medicine Cabinets:	Recessed wall unit solid wood 14" x 5" x 19" Construction, of same material ash or birch.
Wall Mirror:	24" x 30"
Other Cabinets:	Bathroom Vanity
Size:	36" wide x 18"deep x 32" height
Material:	¾" Ash/birch plywood
Backing:	¼" Luan for backing
Finish on Cabinets:	√ Stain, Sealer, and Varnish __ Paint
Vanity Top:	One (1) Cultured Marble Top **(White to match Toilet)**

***Note: (Owner will select color of Formica)**
****Note: Only Stain grade Ash or Birch ¼"plywood**
*****Note: No particle board materials allowed**

Cabinets and Interior Detail Continued:

Note: All, Sealer, Stain, Varnish will be Compatible or better to:

a. **Sherwin Williams Penetrating Oil Stain A-48 Series owner will select color of stain**
b. **Sherwin Williams Sealer B-26-V3 (apply one (1) coat with brush and roller if sprayed two (2) coats)**
c. **Sherwin Williams Polyurethane Varnish (gloss A67f1) (apply two (2) coats with brush and roller, if sprayed four (4) coats)**
d. **Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color).**
e. **Follow manufactures' surface preparation prior to applying finish.**
f. **If an alternate product is being used, receipt and manufacture's specifications must be turned into Rehab Specialist.**

*** Note: Finish to be applied also to the inside of cabinets Including shelves, backing, and back of doors.**

Material Cost: $ 1,200.00

Labor Cost: $ 1,000.00

17. *Flooring:*

Vinyl Tile

Location	Material	Allowances	Floor Type
Kitchen	1'x1'x 1/8"	$30.00 per box max.	Concrete
Bath	1'x1'x 1/8"	$30.00 per box max.	Concrete
Bedroom(s) and Closets # 1,2	1'x1'x 1/8"	$30.00 per box max.	Concrete
Living room	1'x1'x 1/8"	$30.00 per box max.	Concrete
Dining room	1'x1'x 1/8"	$30.00 per box max.	Concrete
Utility room	1'x1'x 1/8"	$30.00 per box max.	Concrete
Central Air Handler room	1'x1'x 1/8"	$30.00 per box max.	Concrete
Hallway	1'x1'x 1/8"	$30.00 per box max.	Concrete

*** Note: Seal floor with appropriate finish two coats, free of any scratches before requesting final inspection.**

Material Cost: $ 500.00

Labor Cost: $ 600.00

18. ***Bathroom:*** **Option One (1)** (For Handicap Accessibility only)

1. Bathroom (shower stall; all ceramic tile, tapered entrance, bull nose edge, owner to select color)

* Note: only if handicapped

a. 3' x 5' x 6' shower stall
b. 3' opening with 3/4" ceramic riser at the entrance.
c. **3" recessed shower floor area only**
d. 18" deep and no less then 36" wide tile seat inside shower stall
e. 6" x 6" or 8"x 12" ceramic wall tile.
f. 2" x 2" non-slip ceramic floor tile. Curved floor tile edge. (Shower floor area only)
g. Moisture Resistant Sheetrock (ceiling and wall surrounding stall)
h. Walls concrete reinforced with wire mesh on top of moisture resistant sheetrock. Built up stucco ¾" to 1" with black felt moisture barrier. No cement board allowed.

***Note: As per specifications.**
***Note: As per city codes and ordinances.**

Material Cost: $ 1500.00

Labor Cost: $ 1200.00

19. ***Plumbing:***

Fixture	Quantity	Location	Make	Size	Color
Sink	1	Kitchen	N/A	33"x 22" 8"depth	Stainless Steel
Vanity Cabinet	1	Bathroom	N/A	As shown on specs.	Stain, varnish or paint owner will select
Toilet Standard or Handicapped Accessible	1	Bathroom	Crane Plumbing (The Total Toilet) or better	(High seat only if handicapped.) 1.6 gallons ADA compliance.	White
Shower Stall	1	Bathroom	Ceramic Tile	As shown on specs.	Owner will select color
Bathroom Faucet	1	Bathroom	American Standard or better	N/A	Chrome finish w/2 handles & w/pop-up valve
Kitchen Faucet	1	Kitchen	American Standard or better	N/A	Chrome finish w/2 handles
Shower Faucet	1	Bathroom	American Standard or better	N/A	Chrome finish 8" Washerless Faucet

***Show and describe individual system in complete detail in separate drawings and specifications according to requirements. ***

Plumbing Continued:

a. House drain (inside):	3" Drain Water Vent (DWV) Schedule (Sch.) 40
b. House sewer (outside):	4" SDR 35
c. Water piping:	¾" with ½" Drops Copper Tubing as per city codes
d. Other:	Type L
e. Water Main:	1" Minimum (Min.) Schedule (Sch.) 40 Polyvinyl Chloride (PVC)
f. Sill cocks, number:	See Plan
g. Ice maker box:	Provide connection.
h. Exterior hose bibs:	Two (2) with vacuum breaker

Special Note:

1. **Lead-free solder must be used on all copper tubing.**
2. **All hot water lines must be insulated with ½" or ¾" pipe insulation with all joints taped.**
3. **Fill tub trap with melted asphalt (2") minimum.**
4. **Provide new 4" sewer tap to city main, seal existing sewer tap.**
5. **Contractor to be responsible for the removal of all non-functional gas, sewer and water lines.**
6. **Two hose bibs one in the front and one in the back.**
7. **A dielectric fitting is required between piping of dissimilar metals.**
8. **All service lines must be a minimum of 12" ground cover (gas, water and sewer).**

*Note: According to city codes and ordinances.

20. ***Domestic Electric Water Heater:*** Reliance brand or equal

1. Electric water heater (220 current)
2. Steel with fiberglass insulation
3. 6 year warranty on tank and parts
4. 40 gallon tank capacity
5. 18" x 18" water heater stand

Note: If an alternative product is being used, receipt and manufacture's specifications must be turned in to Rehab Specialist.

Stove connection: Owner has option to select Gas or Electric

__√__ **220 Electrical connection for stove.**

____ Connection for natural gas, and new gas lines, install a UL approved carbon monoxide detector plug in type with battery back up. Provide new connection for natural gas or liquefied propane gas.

*Note: According to city codes and ordinances.

Material Cost: $ 1500.00

Labor Cost: $ 1,500.00

21. ***Central Air & Heating System:***

Note: The Contractor shall be responsible for providing Housing Assistance Staff with a copy of REScheck, detailed Manual J, for the Heating Venting and Air Conditioning (HVAC) for each home where improvements are to be constructed. Contractor shall call upon the proper authorities for compliance inspections, and permits according to city codes and ordinances.

Type of System: 220 Electrical current
Duct Material: Fiberglass
Thickness: 1 ½" Perma duct **(Flex Duct Not Allowed)**
Make & Model: Rmud, Goodman, or comparable name brand
a. 14 S.E.E.R. 2 Ton or ***As per Manual J***

(Additional Information: Adequate to cooling and heating entire house as indicated on plans).
Provide proper air flow at all ceiling registrars as per Manual J.
Two (2) coats of mastic all taped joints at duct work, seal at all connections with the ceiling registrars, and at the air handler with polyurethane caulk or appropriate sealer before insulating ceiling must be verified by Rehab Specialist.

Material Cost: $ 1200.00

Labor Cost: $ 1,200.00

22. ***Electrical Wiring:***

As adopted by the City of Edinburg Code Enforcement

Make: Square D or Square D compatible
Amps: 125 with main disconnect
No. Circuits: As per codes
Wiring: All copper wiring
Special Outlets: 220 outlets for dryer, stove and electric water heater
Special Features: Door bell, lighted (front door entry only)

a. GFI switches
   1. One in kitchen
   2. One per bathroom
   3. Two exterior outlets

b. Smoke detectors (in all bedrooms and hallways)
   1. All smoke detectors must be interconnected with battery back up.

c. Switch and wire for ceiling fans (separate):
   1. Bedrooms
   2. Living room

d. Switch and wire two (2):
   1. Soffit security lights

Material Cost: $ 1,500.00

Labor Cost: $ 1,200.00

23. ***Lighting Fixtures:***

a. Total number of fixtures and locations of fixtures: See Plans

TOTAL ALLOWANCE FOR FIXTURES $300.00

Location	Make	Description	Quantity
Master Bedroom	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Bedroom # 2	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Bedroom # 2 closet	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Living room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Dining Room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Kitchen	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Utility Room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Hallway	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Bathroom Vanity Light Fixture	Hardware House, Lightcraft, Portfolio or better	3 Lights Wall Bracket (chrome) 40/60 watts max.	1
Bathroom Exhaust Fan / Light Fixture	Nautilus, Broan or better	Bathroom Ceiling Light / Exhaust Vent Fan Combo (Model # N671)	1
Front and Rear Exterior Light Fixture	Hardware House, Lightcraft, Portfolio or better	Jelly Jar – Wall Mount, Clear glass, Black, Metal (no plastic fixtures) 60 watts max.	2
Range Hood	Broan or better	30" Range Hood, Two Speed Fan, 75 watts cooking light (vented to exterior)	1
Front and Rear Under Soffit Lights	Hardware House, Lightcraft, Portfolio or better	Black, Metal (no plastic fixtures) 2 bulbs, 60 watts max.	2

Material Cost: $ 700.69

24. ***Insulation:***

Location	Type	Description	Vapor Barrier
Ceiling	9 ½"	Rolled Batts R-30 Rating Fiberglass Insulation	Paper Back Insulation
Wall	3 ½"	Rolled Batts R-13 Rating fiberglass Full Coverage Batted	Paper Back Insulation

Material Cost: $ 500.00

Labor Cost: $ 500.00

25. ***Miscellaneous:***

Describe any main dwelling materials, equipment, or construction items not shown elsewhere; or use to provide additional information where the space provided was inadequate. Always reference by item number to correspond to numbering used on this form.

26. ***Parking Pad and Driveways:***

Parking Pad: 12' x 20' (as per foundation plan spec.)

Driveway and Entrance:

Width:	12' wide from edge of parking pad to curb (est. 24' in length)
Base Material:	Fill dirt
Thickness:	4"
Surfacing Material:	Concrete 3000 PSI
Wiremesh:	6" x 6" x 6/6 gauge or 3/8" rebar @ 12" on center
Wings:	2 Sets 10'L. x 18" W.
Scribe marking:	Mark at center of driveway across at end to end.

*NOTE: *Parking pad and driveway to be poured separately from foundation and just prior to 100% completion of entire project. Must be free of tire. marks scrapes, and oil stains.*

Material Cost: $ 1,000.00

Labor Cost: $ 1,000.00

27. ***Other Onsite Improvements:***

Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fence, railings and accessory structures.

Contractor will remove all debris and compact grade within 12" of the house for adequate drainage.

Contractor will be responsible for the reinstallation of any type of existing fence, rehang existing gates and if any posts temporarily removed to gain access of property.

Contractor is responsible for any and all damages caused to existing property by structures subcontractors or other project related delivery trucks.

*****NEWLY INSTALLED WATER AND SEWER LINES MUST BE PHOTOGRAPHED BY REHAB SPECIALIST PRIOR TO BACKFILLING THE TRENCHES. FAILURE TO DO SO WILL CONSITUTE THE RETRENCHING OF UTILITIES LINES AT CONTRACTOR'S EXPENSE*****

28. **Demolition:**

CONTRACTOR WILL BE RESPONSIBLE FOR THE DISPOSAL OF ALL DEBRIS IN A CERTIFIED LANDFILL. ABSOLUTELY NO MATERIALS WILL BE SALVAGED (For example: Doors, windows, light fixtures, lumber or bathroom fixtures.)

CONTRACTOR MUST MAKE ARRANGEMENTS WITH THE CITY OF EDINBURG SOLID WASTE MANAGEMENT AT (956) 292-2039 AS PER CITY ORDIANCE 50.06.

Material Cost: $ 6,000.00

Labor Cost: $ 6,000.00

Contract price: To include demolishing of existing house, carport, driveway, and sidewalks. Lot shall be rake clean and free of any construction debris.

CHANGE ORDERS

Contract change orders can only be authorized by the Department Director. A change order will only be undertaken when unforeseen conditions or circumstances that were not previously identified in the specifications. In all situations, the recipient family must agree to the change order prior to its implementation. A Change Order Form shall be processed before any changes in construction can begin. A reasonable Change Order bid will result in an increase or decrease of original contract amount for the work to be done or omitted.

Total Material Cost: $ 23,600.00

Total Labor Cost: $ 20,700.00

Overhead & Profit: $ 2,200.00

Grand Total Bid: $ 46,500.00

SPECIFICATIONS & PLANS

I/ We, Jose R. Ramirez, do with this verify that on this 29th day of February 2008, the preceding work specifications were explained in full detail and to my total understanding. I/We with this verify that I/We have been given the opportunity to request items of work during the initial inspection of my house. I/We understand all the work to be completed in my house and do now agree that no additional work will be requested unless it is absolutely necessary to complete the work included herein and/or unforeseen items of work that may be necessary to complete the work herein. I/We with this verify that only then have I/We gone to approve this work specifications. I/We now verify that I have received a final signed copy of this specification document for my records.

HOMEOWNER(S):

Jose R. Ramirez — 2-29-08
Date

_____ — _____
Date

City of Edinburg, Community Development

PREPARED & EXPLAINED:

Martin Arevalo, Rehab Specialist — 2-29-08
Date

APPROVED:

Marissa Garza
Director of Community Development — 2-29-08
Date

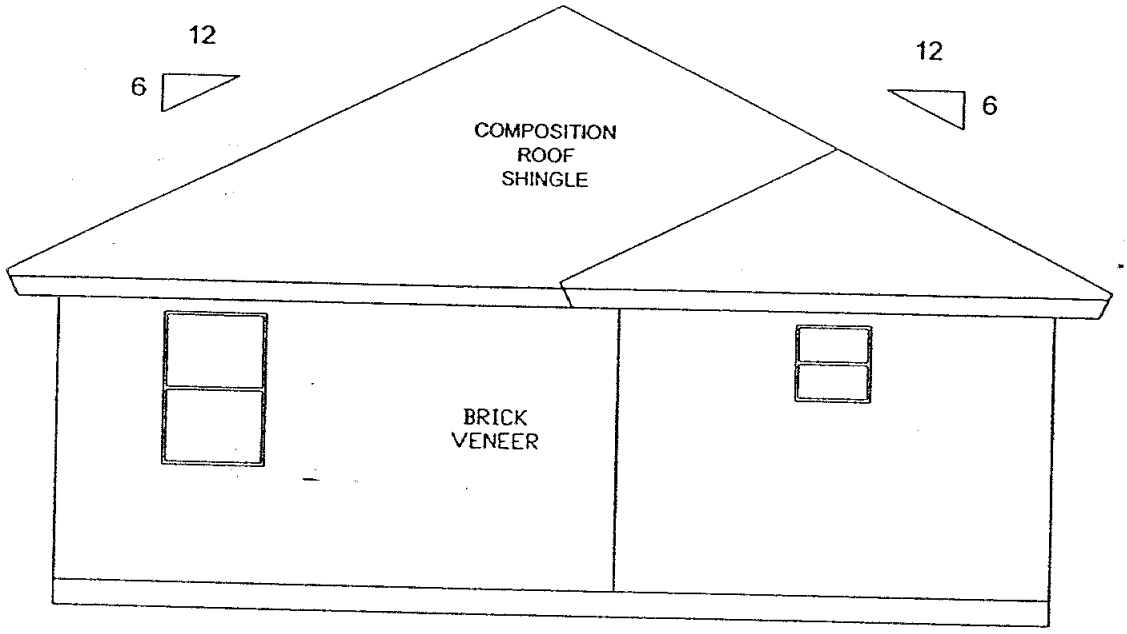
_____ — _____
CONTRACTOR: Date

HOUSE PLAN NO. 1A

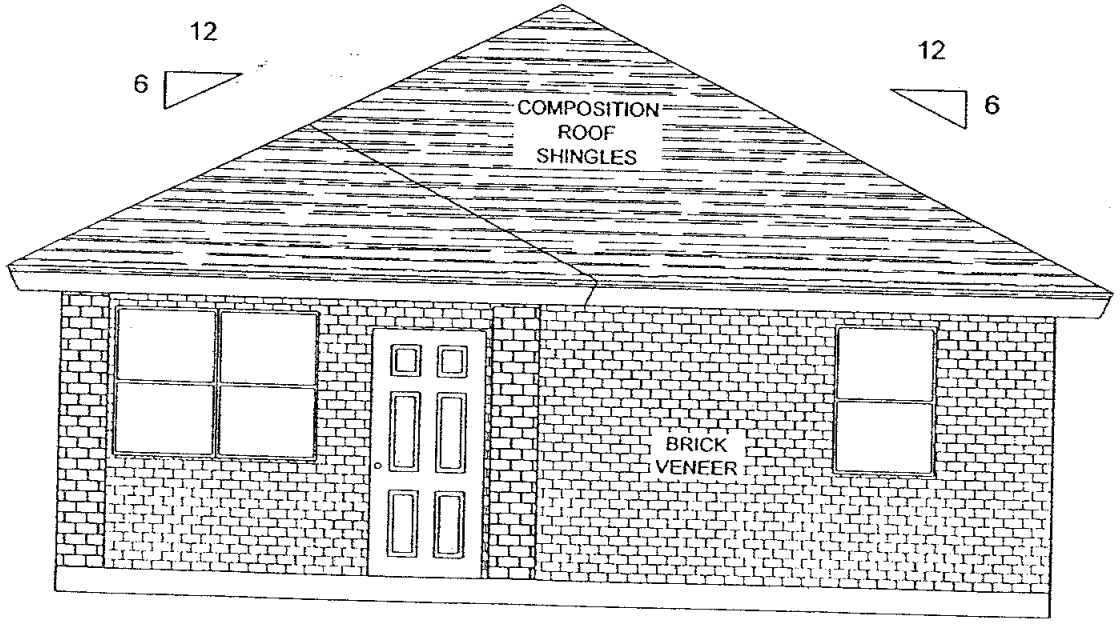
2 BEDROOM/1 BATH

SQUARE FOOTAGE

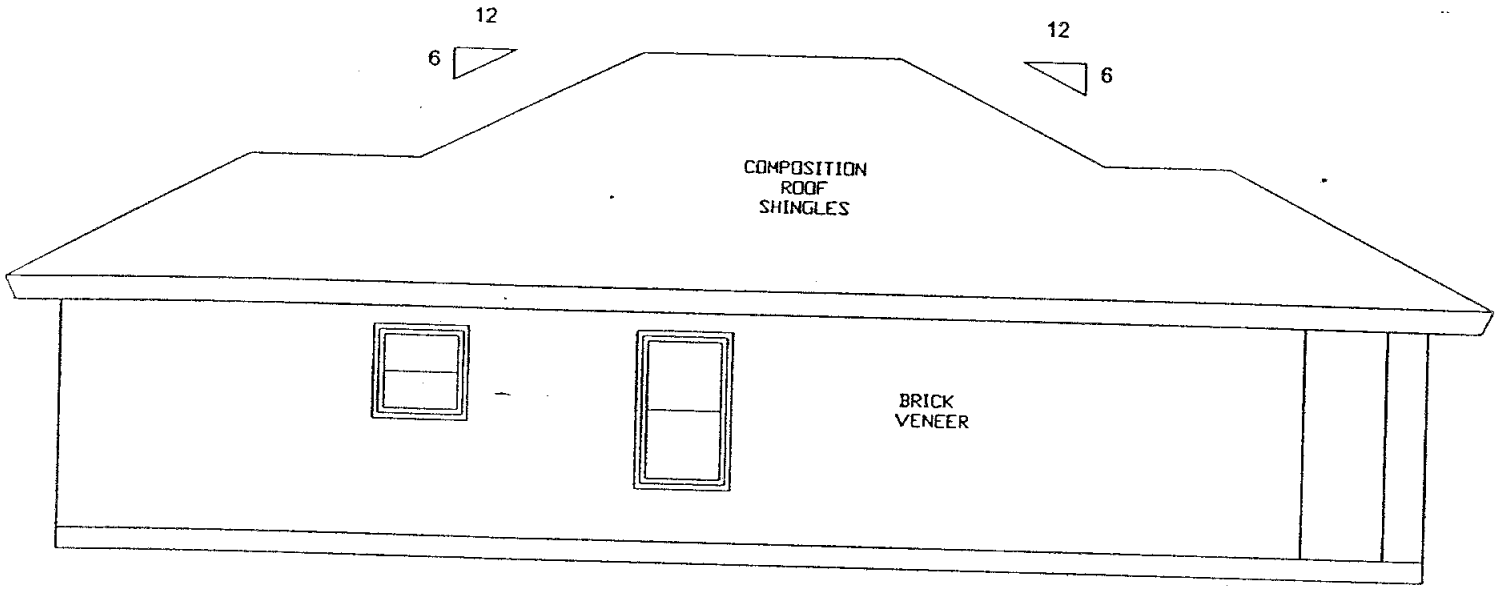
LIVING AREA	951
PARKING PAD & DRIVEWAY	660
PORCH	52
REAR SLAB	16
TOTAL SQ. FEET	1,679



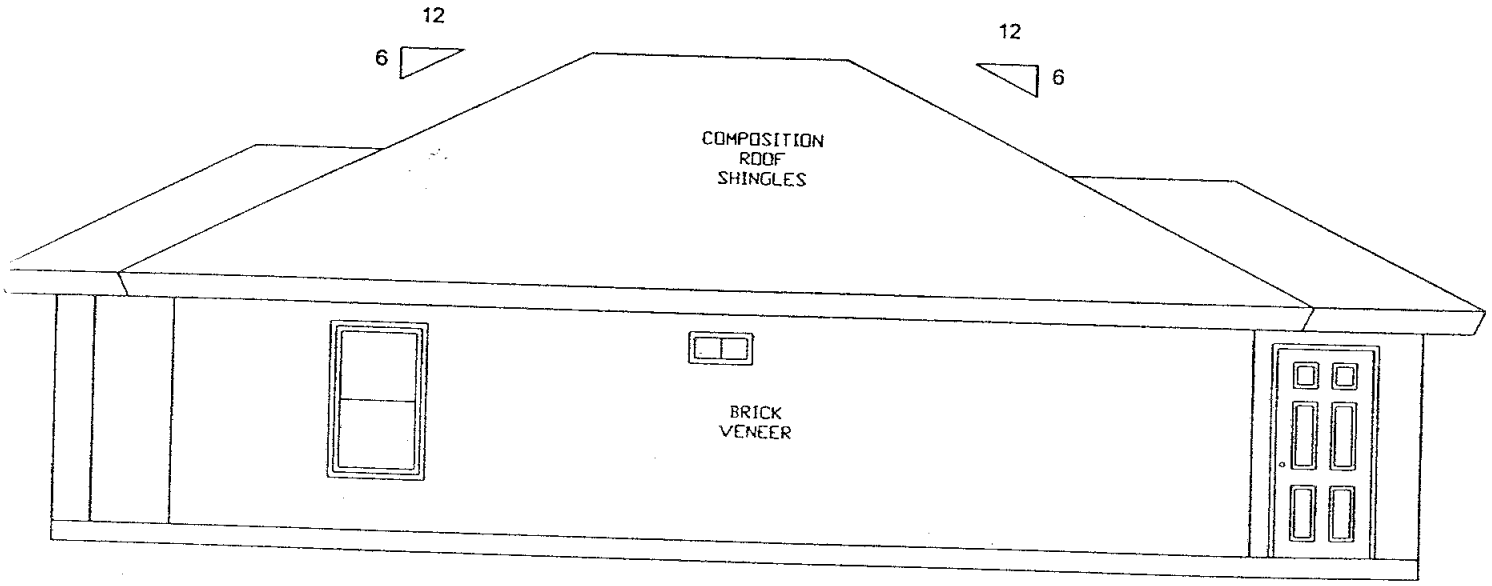
REAR ELEVATION NO. 1A



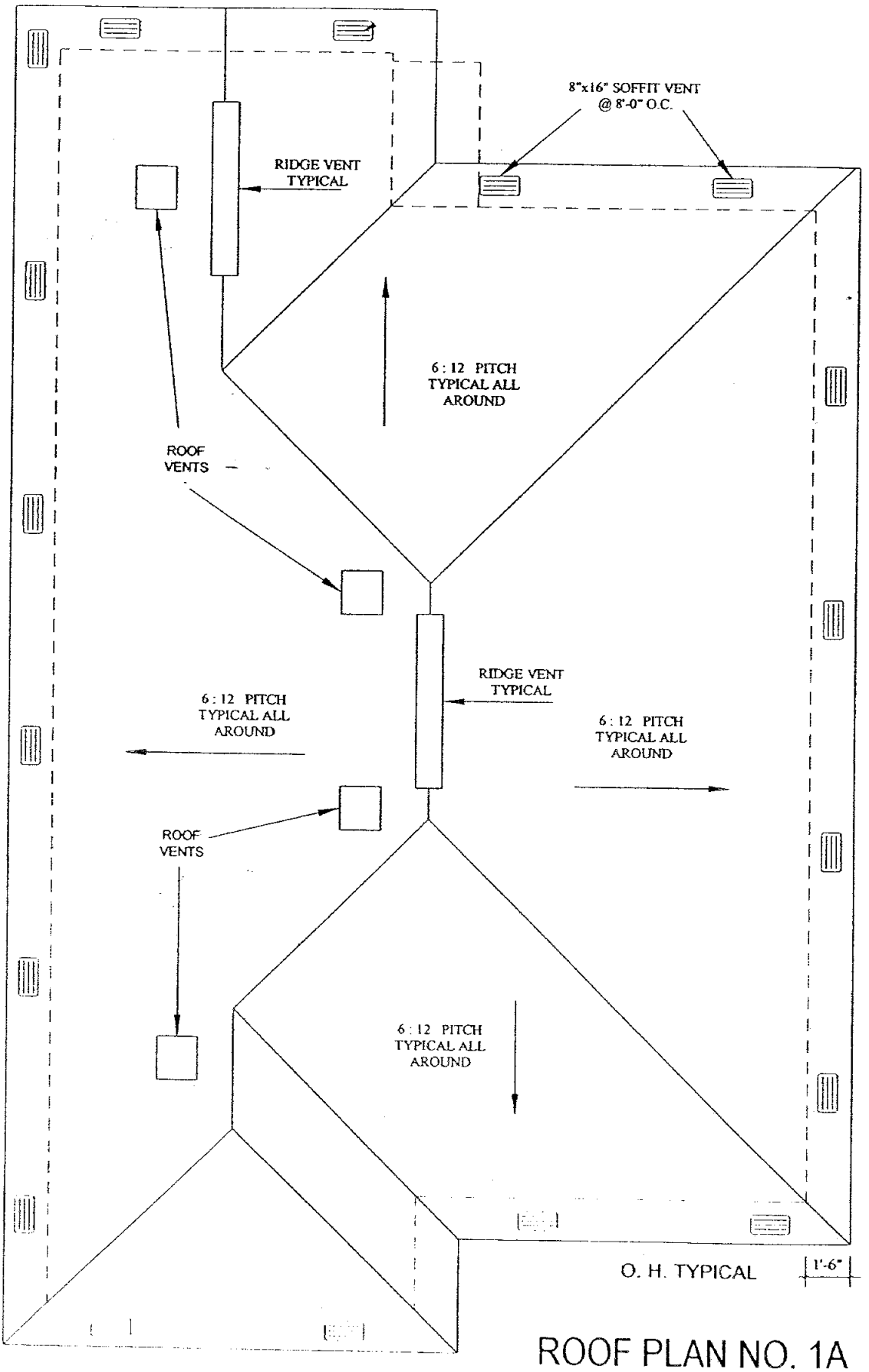
FRONT ELEVATION NO. 1A



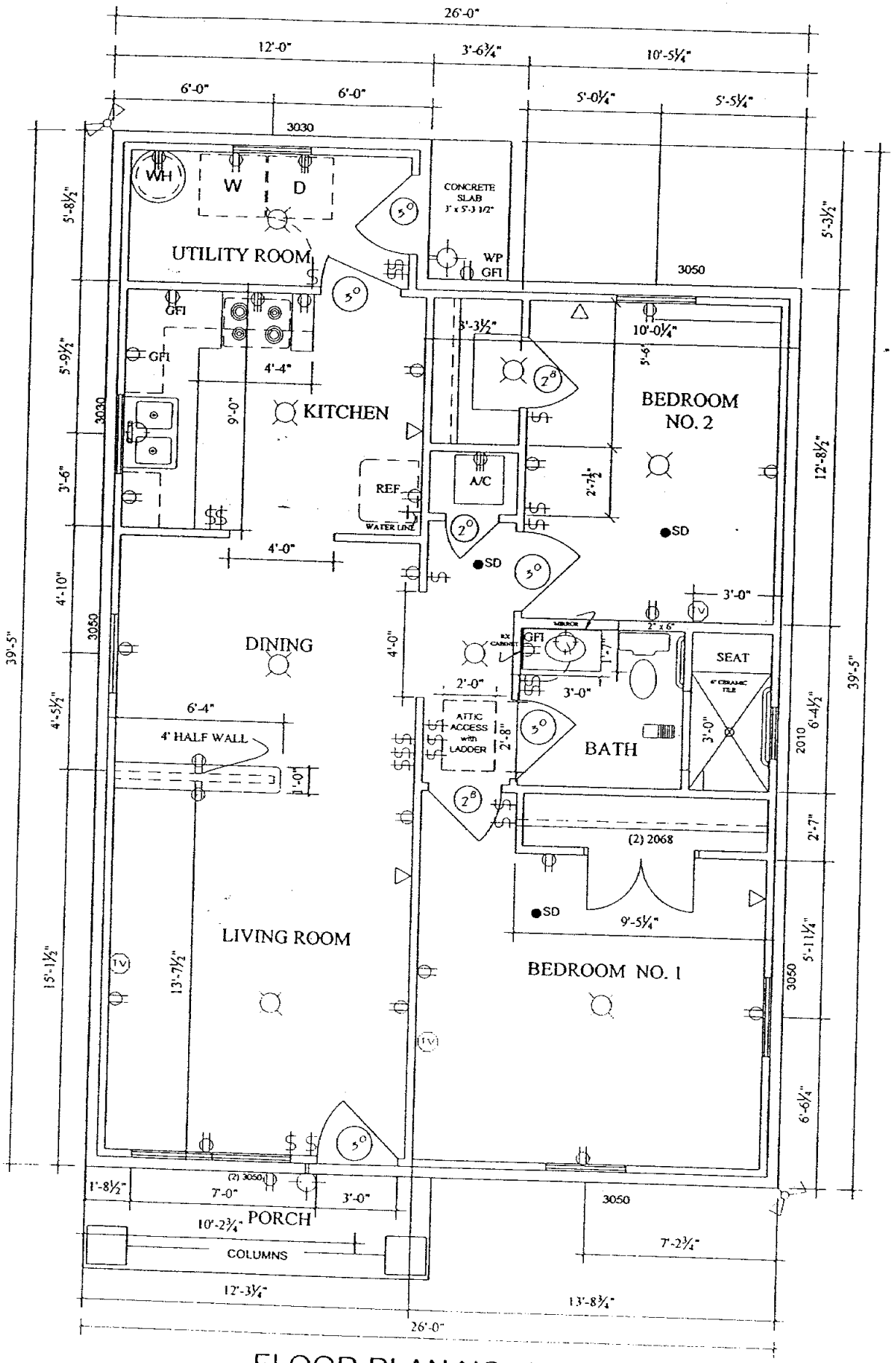
LEFT SIDE ELEVATION NO. 1A



RIGHT SIDE ELEVATION NO. 1A

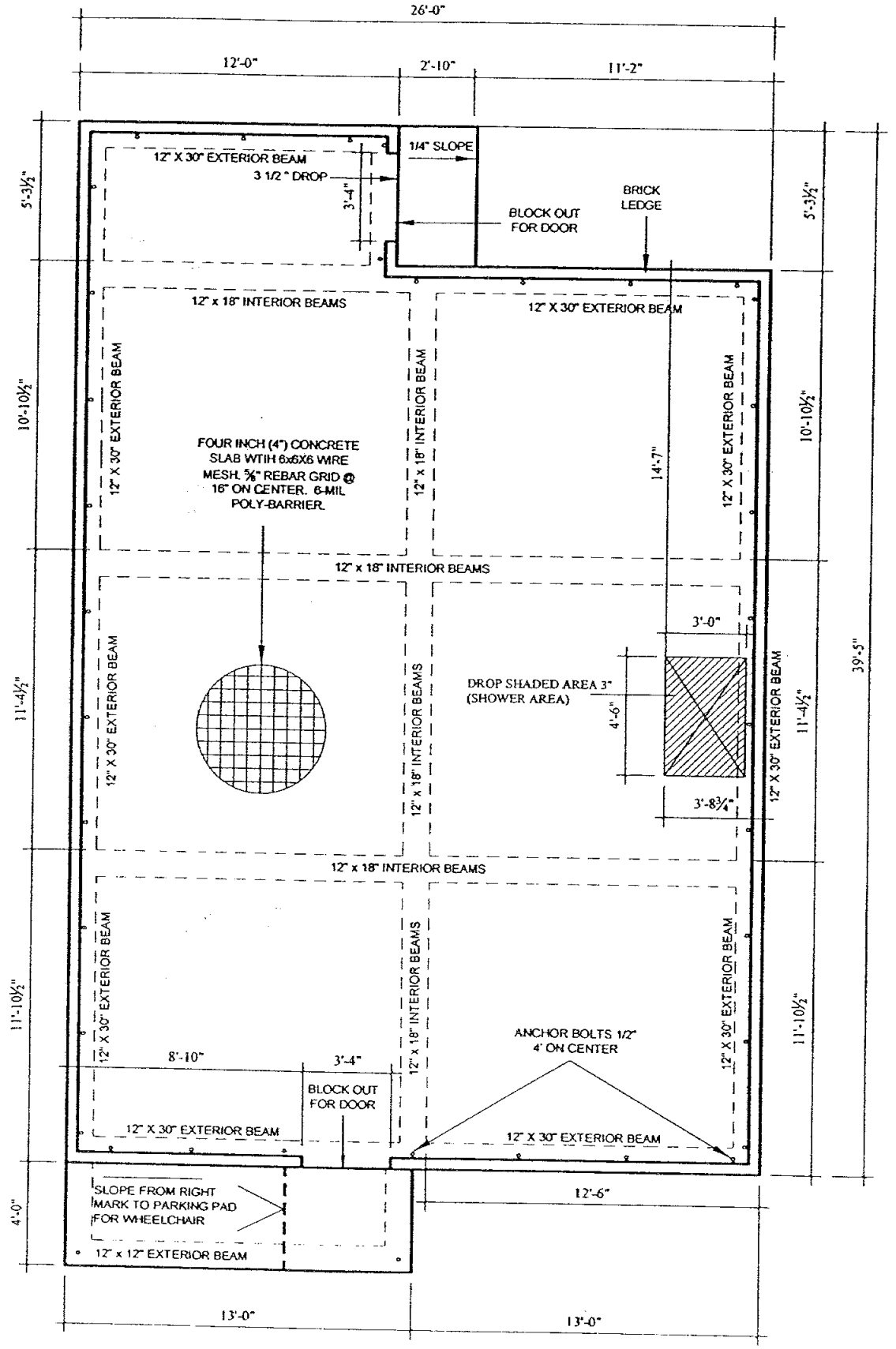


ROOF PLAN NO. 1A



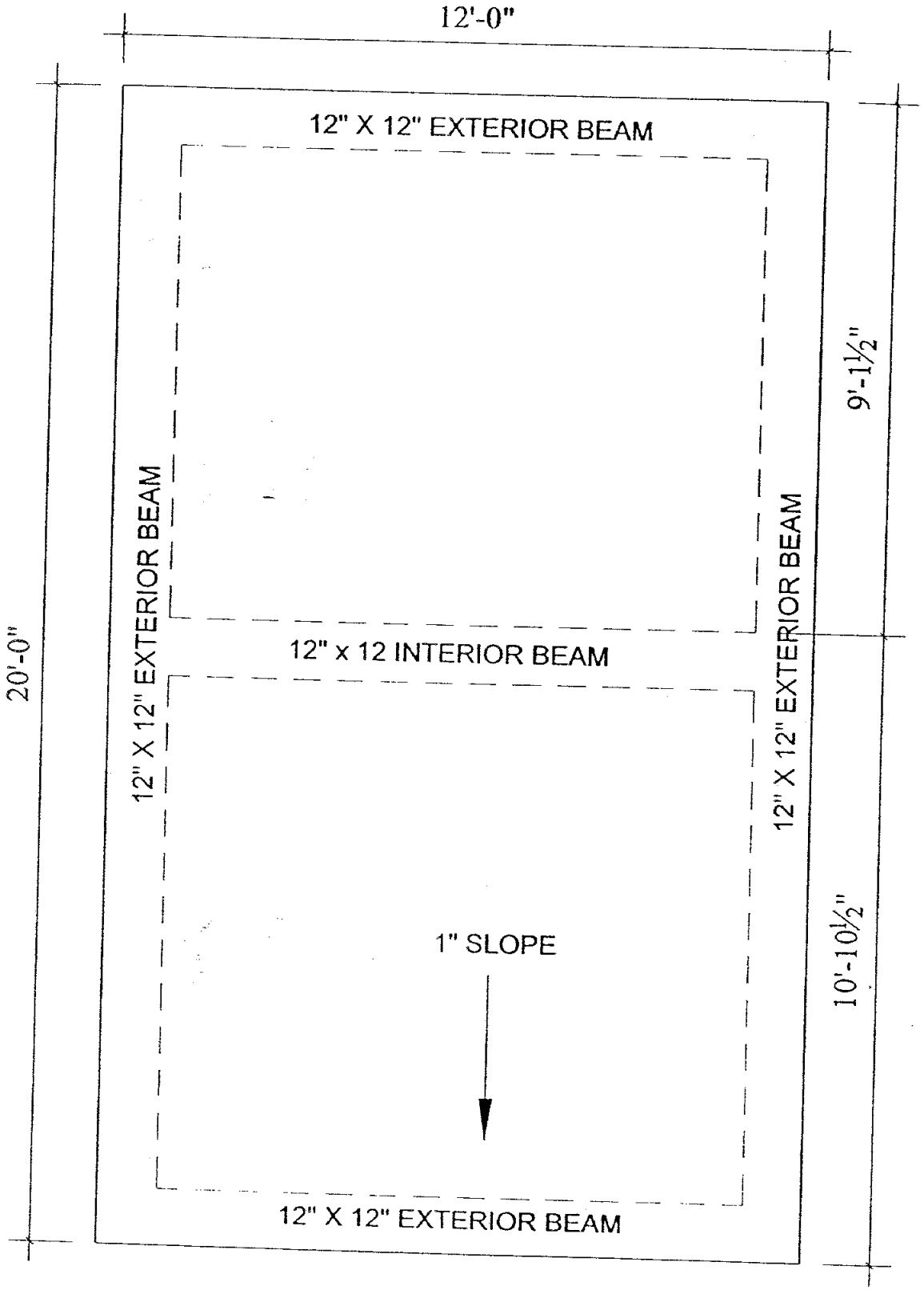
FLOOR PLAN NO. 1A

SCALE: 1/4" = 1'-0"



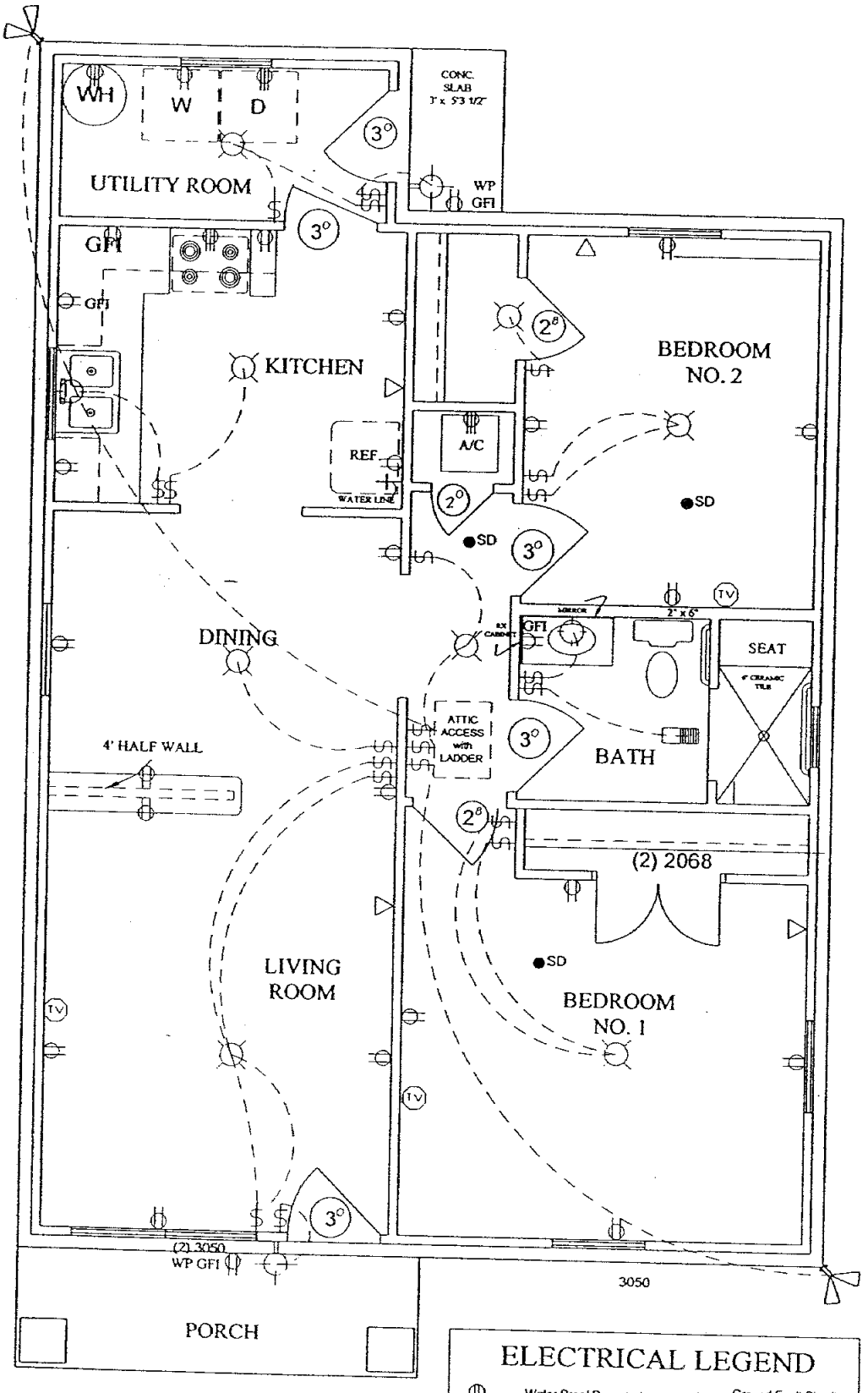
FOUNDATION PLAN NO. 1A

SCALE: 1/4"=1'-0"



PARKING PAD
12'-0" X 20'-0"

UNSCALED



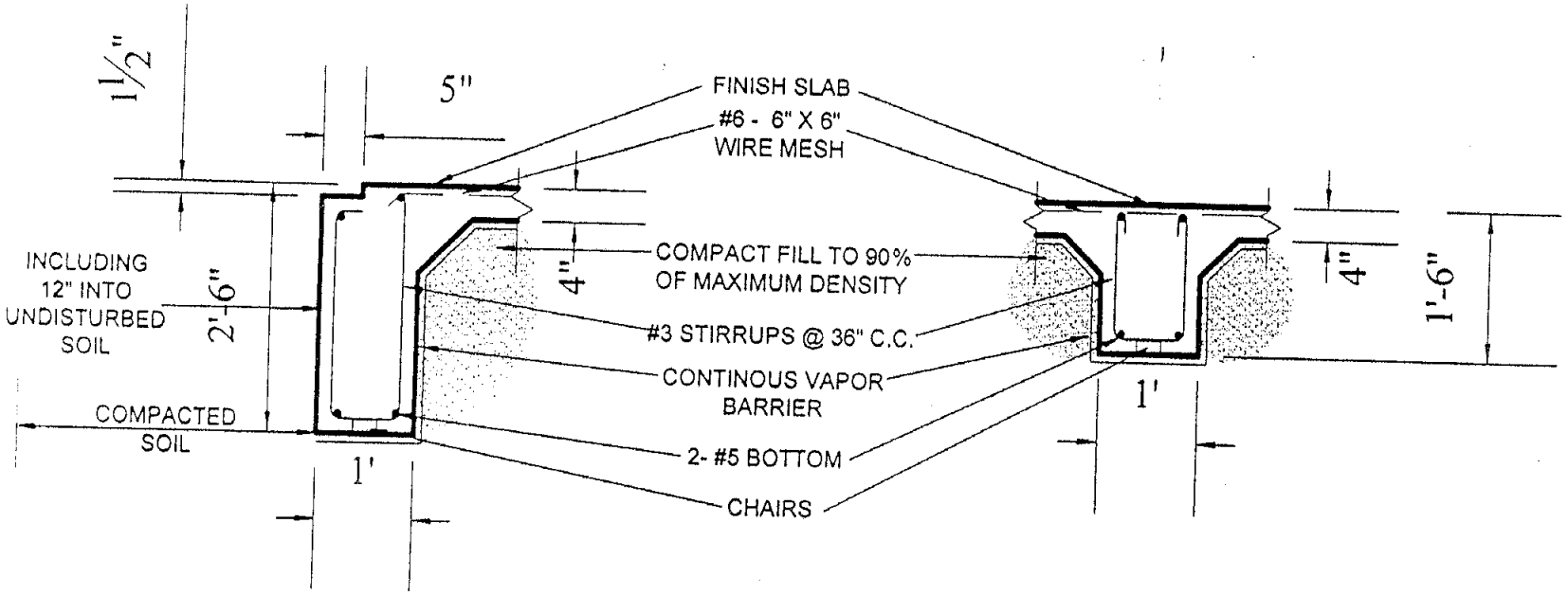
ELECTRICAL LEGEND

WP	Water Proof Receptacle	GFI	Ground Fault Circuit Interrupter
	Bathroom Light w/Fan	$	Light switch
	Phone Jack		Light wall mounted
TV	Cable outlet	SD	Smoke Detector
	Ceiling mounted light		Duplex receptacle
	Flood Light		220 receptacle

ELECTRICAL PLAN NO. 1A

SCALE: 1/4"=1'-0"

TYPICAL BEAM CONSTRUCTION



EXTERIOR BEAM

INTERIOR BEAM

INVITATION TO BID

ASSIGNED BID NO.: **2008-48**

BID TITLE: **Reconstruction of One (1) Residence - 209 N. 28th Street**

CLOSED DATE & TIME: **April 7, 2008 @ 3:00 PM**

SPECIFICATIONS ATTACHED XX

DELIVER SEALED BID TO: **CITY OF EDINBURG**
C/O CITY SECRETARY
210 W. MCINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540

ADDENDUM ONLY _____

Quotations are requested for furnishing materials or services described below in accordance with terms set forth herein.

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	AMOUNT
1	1	209 N. 28th Street Legal Description: Lot 28, San Isidro Subdivision, Hidalgo Hidalgo County, Texas **NOTE: DEMOLISH EXISTING HOUSE** Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon.	$ 47,499.99

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: 4/7/08

BID PRICE: 47,499.99

DELIVERY DATE: 4/7/08.

BIDDER NAME: Quality Investments.

AUTHORIZED SIGNATURE: [signature]

TITLE: Owner / Builder

MAILING ADDRESS: P.O. Box 943 Missim TX 78573.

TELEPHONE NO.: (956) 584-7711

E-MAIL ADDRESS: N/A

FEDERAL ID #: 74-2713385

9038

QUALITY INVESTMENTS
519 E. 9TH ST., STE. A
MISSION, TX 78572
(956) 584-7711 CELL (956) 624-7711

DATE 4/7/08

88-2141/1149
EZShield™ Check Fraud Protection for Business

PAY TO THE ORDER OF City of Edinburg $ 2375.00

Two Thousand Three Hundred Seventy Five and NO/100 DOLLARS

Contains Security Features. Details on Back.

FIRST NATIONAL BANK

EMIGDIO VILLANUEVA, JR

FOR 5% B.d Bond 209 N. 28th.

⑈009038⑈ ⑆114921415⑆ ⑈0034007?92⑈

City of Edinburg
Community Development Block Grant (CDBG)
DESCRIPTION OF MATERIALS ON PROPOSED CONSTRUCTION
2 Bedrooms - 1 Bath - Option One with Handicapped Accessibility

Applicant's Name: Jose R. Ramirez
Mailing Address: 209 N. 28th, Edinburg, Texas 78541
Legal Description: ALL OF LOT 28, SAN ISIDRO SUBDIVISION, CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OR THE COUNTY CLERK OF HIDALGO COUNTY TEXAS

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1. Describe all materials and equipment to be used, whether or not shown on the drawings, by making "x" in each appropriate check-box and entering the information called for in each space. If inadequate, enter "See Misc." and describe under item 25 or on an attached sheet.

2. Work specifically described or shown will not be considered for value.

3. Include no alternates, "or equal" phrases, or contradictory items. (Consideration of a request for acceptance of substitute materials or equipment is not thereby precluded.)

4. Include signatures required at the end of this form.

5. The construction shall be completed with the related drawings and specifications, as amended during processing.

The contractor is responsible for review of this Specification and field verification to determine that a complete and functioning project is delivered to the Homeowner within the sealed written quote. Any additional work to be done or changes in work proposed must be approved in writing and signed by the City, Homeowner(s), and the Contractor.

Should any figures be unverifiable or omitted that are necessary for a clear and comprehensive understanding, or should any errors appear, it will be the duty of the contractor to advise the proper party of the same, and not to go on with the work or bid in uncertainty.

The contractor is to furnish all transportation, labor, materials, apparatus, water scaffolding, and tools, for completing total construction project in the best possible and most rapid manner and to its entire, proper and substantial completion. The contractor should provide temporary light pole or power generator for the construction. Any trees, shrubs, etc., needed to be cut or removed are the Contractor's responsibilities.

The Contractor is to be held responsible for any violations of the proper City's and/or Counties' ordinances under which this property is governed.

The Contractor shall on a daily basis or as needed, remove all rubbish and waste materials and keep the premises as clean as possible during the progress and at the completion of work. The Contractor shall deliver the home in a broom clean condition.

The City of Edinburg and Contractor may erect a construction sign before or during construction on the premises.

PERMITS AND INSPECTIONS

The Contractor shall be responsible for obtaining all necessary permits required in the location where the improvements are to be constructed. The Contractor shall call upon the proper authorities for compliance inspections and assume the fee for the same.

WORKMANSHIP

All labor is to be done in a skilled, and thorough manner. All materials are to be of the dimension, design and grade herein specified. Unless otherwise specified, any patented materials or materials specified by trade name are to be applied and installed strictly according to the manufacturer's specifications.

GUARANTEE OF WORKMANSHIP

Guarantee the work performed for a period of one year from the date of final inspection and acceptance by Housing Assistance Staff of all the work required by the contract. Failure to honor this guarantee may result in the debarment of the contractor from future contract awards with the City of Edinburg. Furthermore, furnish Housing Assistance Staff with all manufactures and supplier's written guarantees and warranties covering materials and equipment under the contract.

SUBCONTRACTORS

The General Contractor shall be responsible for all subcontractors put to work to do any part of this contract. The owner reserves the right to reject any or all bids.

SCOPE OF WORK

To reconstruct the home according to the accompanying specifications.

1. ***EXCAVATION:***

Bearing Soil: Filling will be done in layers and compacted all fill will be clean sandy loam free of organic material, trash, clay or any other inappropriate type materials, with a minimum excavation of 12" into undisturbed soil.

EXCAVATION CONTINUED:

2. ***FOUNDATION*** **Note: Foundation is to be followed as specified below and as indicated in the attached Foundation Plan and as per code and ordinances.**

Porches:

a. Foundation as per slab design. Roof same as house.

b. Front porch: Accessibility for front door entrance must be no step entrance. Front porch slab to be flush with the front entrance of the house slab and gradually tapering down flush with the finished surface of the parking pad.

Footing:

Strength PSI: 3000 PSI
Reinforcing:

a. 6 x 6 x 6/6 Gauge Wire mesh
b. #5 x 20'. 0 Rebar
c. #3 x 6 x 12" Stirrups
d. #3 x 6 x 24" Stirrups minimum
e. #5 x 4'. 0 Corner Bar
f. ½" x 10" x Anchor Bolts @ 4' Center Maximum
g. Bar Lift Chairs
h. 2" High Chairs Mesh

Waterproofing: 6-Mil Polyethylene

Termite Protection: Vendor must be state certified, licensed, bonded, and must use minimum active ingredient of .05% Imidaclorid. Contractor must provide Housing Assistance Staff with Certificate of Treatment for work preformed.

Additional Information:

a. All foundation to comply with slab design.
b. Slab 4" minimum, exterior beams 12" x 18" plus 12" excavation into undisturbed soil equal 30" in height, and interior beams 12" x 18".
c. Allow for expansion joint between house slab and parking pad, ½" asphalt impregnated material or ½" redwood, and scribe mark where parking pad and driveway meet.

EXCAVATION CONTINUED:

* Note: Any evidence of significant structural failure on any concrete driveways, sidewalks, or foundations shall be replaced at the sole cost of the Contractor. The City Engineer shall determine the extent of the failure and make the final determination on its replacement. Factors that will be considered shall include the size, type and count of visible cracking or failure in making the determination.

Material Cost: $ 4000.00

Labor Cost: $ 1000.00

3. ***EXTERIOR WALLS:***

Wood Frame:

a. Wood Grade, and Species #2 Spruce Pine Fir (S.P.F.) or white or yellow pine wood precut studs @16" on center (O.C.)
b. Corner Bracing 4' x 8' x ½" OSB Sheathing
c. Building paper or Felt (#15 Felt paper x18")
d. 2" x 4" treated for bottom plates of exterior walls.
e. Polyseal strip on base of treated stud of exterior walls.

Sheathing:

a. Foil backed insulated board. **(Note: to be sealed at all joints with foil tape, nail all seams)**

4. ***Partition Wall Framing:***

Studs:

Wood, Grade, Species:	#2 Spruce Pine Fir (S.P.F.) Precut studs
Size and Spacing:	2" x 4" x 92 5/8" @ 16" on center (O.C.)

5. ***Ceiling Framing:***

Joist:

Wood, Grade, and Species:	#2 S.P.F. 2"x 6" or #2 S.P.F. 2" x 8"
Other:	As per wood frame span table
Ceiling Joist:	2" x 6" ceiling joist @ 24" on center

6. ***Roof Framing:***

Rafters:

Wood, Grade, and Species:	2" x 6" S.P.F. or 2" x 8" as per wood frame span table
Grade and Species:	Ridge board 2" x 8"

7. ***Decking:***

Fascia, soffit, and soffit vents:

a. 4' x 8' x ½" Oriented Strand Board (OSB) Sheathing
b. 15/32" Steel Ply Clips
c. 1"x8" Cedar Fascia Board
d. 1"x2" Cedar Fascia Board
e. 11/32" BC plywood (3/8) for soffit
f. 8"x16" soffit vent @ 8' O.C.

EXTERIOR WALLS CONTINUED:

8. ***Windows:*** **(All windows will be clear or tinted double pane insulated, Low E Rated windows) Caulk around the inside and outside of all windows.**

Location	Type	Brand	Size	Quantity
Master Bedroom	Bronze/Aluminum	HR Window or Better	3^0 x 5^0	2
Bedroom #2	Bronze/Aluminum	HR Window or Better	3^0 x 5^0	1
Living room	Bronze/Aluminum	HR Window or Better	3^0 x 5^0	2
Kitchen	Bronze/Aluminum	HR Window or Better	3^0 x 3^0	1*
Bathroom	Bronze/Aluminum	HR Window or Better	2^0 x 1^0	1
Utility Room	Bronze/Aluminum	HR Window or Better	3^0 x 3^0	1
Dining Room	Bronze/Aluminum	HR Window or Better	3^0 x 5^0	1

Windows:
Weather-stripping:
Type: Rib and Gasket
Material: Rubber and Aluminum
Window Screen: Fiberglass or Galvanize window screens

Note: If an alternate product is being used, receipt and manufacture's specifications must be turned in to Rehab Specialist.

9. ***Entrances: (Front and Rear Doors):***

Entrance Door:

Material: 6-panel pre hung metal door unit (insulated)

Width: 3^0 x 6^8

Thickness: 1 ¾" solid

Frame Material: White Pine Jamb

Door Sills: Aluminum Threshold (caulk underneath before installation of the door unit)

Head Flashing: 26 gauge galvanize

Weatherstripping: Tape: Rubber & Aluminum

Exterior Millwork: Wood 2"X 2" door molding

Grade & Species: SPF #2 compatible or better

Paint: Oil base high gloss enamel

EXTERIOR WALLS CONTINUED:

10. *Stairs:* Attic Stairways: 2' x 4' In hall or as indicated on plan.

Material Cost: $ 3600.00

Labor Cost: $ 1550.00

***Note: As per city codes and ordinances and specifications.**

11. *Roofing & Roof venting:*

a. DL Metal Drip Edge
b. Ridge vent (see roof plan for size)
c. # 30 felt
d. 20 year fiberglass shingles (owner to select color)
e. 26 gauge x 16" width galvanize flashing
f. 4- hip roof vents

Material Cost: $ 900.00

Labor Cost: $ 350.00

12. *Exterior Painting:*

Material:

a. Oil Base Primer: (Note: Apply one (1) coat of oil based primer to all wood surfaces with brush and roller, if sprayed two (2) coats)
b. Apply caulking on all seams gaps and putty on all nails, staple marks on all fascia, soffit, brick mold, and siding panels.
c. Exterior Latex Paint: Minimum 15 year warranty (Note: Apply two (2) coats of semi-gloss latex paint to all exterior wood surfaces with brush and roller, if sprayed four (4) coats)
d. Caulk Minimum 20-year warranty acrylic latex.
e. Apply all primer and paint to manufacturer's specifications.
f. Owner to select color of paint on all painted surfaces.
g. **USE OF LEAD-BASE PAINT IS STRICTLY PROHIBITED.**

Note: All exterior primer and paint will be compatible or better to:

a. **Sherwin Williams A-100 Latex Wood Primer (oil-based) (one (1) coat with brush and roller, if sprayed two (2) coats**
b. **Sherwin Williams Super A-84 Exterior House and Trim Paint (Acrylic semi-gloss, water based) (two (2) coats with brush and roller, if sprayed four (4) coats)**
c. **Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color).**
d. **If an alternate product is being used receipts and manufactures' specifications must be turned in to Rehab Specialist.**
e. **Follow manufactures, surface preparation prior to applying finish.**

Material Cost: $ 250.00

Labor Cost: $ 500.00

13. ***Brick Veneer:***

a. American made brick only. $315.00 per thousand maximum allowance (owner to select color)

b. Masonry spacing: ½"

c. Dimensions: 4" x 8" or 3"x10"

d. Sand

e. Masonry cement

f. Brick ties

Window Sills: a. Brick

Lintels: a. 4" x 4" x ¼" Angle Iron and apply oil based primer.. * Note: Above all exterior doors and windows where applicable.

Base Flashing: a. # 30 felt, to wrap around all window and exterior door rough openings.

Front Porches: a. Porch shall have one (1) or two (2) brick columns as per floor plan. With treated 4"x 4"x10' post, anchored properly in the middle.

Material Cost: $ 2250.00

Labor Cost: $ 1250.00

14. ***Interior Walls:***

Drywalls (walls and ceilings):	Gypsum Board: **USA Made only, no imported type allowed.**
Thickness:	½"
Finish:	Tape, Float
Corners	Regular corner beads 1 ¼" galvanize, or rounded plastic
Joint Treatment:	Tape, Float and Textone
	✓ Orange Peel
	___ Monterrey

Interior Walls Continued:

Rooms	Wall Finish Material & Application	Ceiling Finish Material & Application
Kitchen	Interior Washable Latex paint	Texture Walls & Ceiling
Bath	Interior Washable Latex paint	Texture Walls & Ceiling
Bedroom(s) and Closet(s) # 1, 2	Interior Washable Latex Paint	Texture Walls & Ceiling
Living Room	Interior Washable Latex Paint	Texture Walls & Ceiling
Dining Room	Interior Washable Latex Paint	Texture Walls & Ceiling
Utility Room	Interior Washable Latex Paint	Texture Walls & Ceiling
Hallway	Interior Washable Latex Paint	Texture Walls & Ceiling
Central Air Handler Room	Interior Washable Latex Paint	Texture Walls & Ceiling

*Note: Gypsum board on the ceilings must be nailed at 7" on center, and 8" on center on walls.(All gypsum board must be cut to fit with tapered sides and ends butting. Where possible end joints must be staggered).

*Note: All interior paint will be compatible or better to: Minimum 10 year Warranty, caulk minimum 20-year warranty acrylic latex.
All interior wall partitions will be painted one color.

a. **Sherwin Williams B-49 W200 (oil-based primer) (1 coat of primer with brush and roller, if sprayed 2 coats)**

b. **Sherwin Williams Classic 99 Semi-Gloss Latex (water-based), (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color). All interior ceilings will be painted white.**

c. **Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color).**

d. **If an alternate product is being used receipt and manufacture's specifications must be turned into Rehab Specialist.**

e. **Follow manufactures' surface preparation prior to applying finish.**
(USE OF LEAD-BASED PAINT IS STRICTLY PROHIBITED)

Interior Walls Continued:

15. ***Interior Doors, Trim, Hardware and Bathroom Accessories:***

a. ***Front and Rear Door Knobs and Locks:***

Location	Description	Material	Make	Quantity
Front Exterior Door	Dead Bolt Keyed Alike Entry Combination	Bright Brass	Tru-Guard or Better	1
Rear Exterior Door	Dead Bolt Keyed Alike Entry Combination	Bright Brass	Tru-Guard or Better	1

Door Stoppers: (install door stoppers on all interior doors, and a door sweep to the A/C return door.)

(Additional information: Install jumbo peep-hole in front door only.)

b. ***Interior Doors and Trim and Bathroom Accessories:***

Location	Description	Material	Thickness	Size
Master Bedroom	Hollow Core Mahogany	Wood	1 3/8"	2^8 x 6^8
Bedroom # 2	Hollow Core Mahogany	Wood	1 3/8"	3^0 x 6^8
Closet Bedroom # 2	Hollow Core Mahogany	Wood	1 3/8"	2^8 x 6^8
Bathroom	Hollow Core Mahogany	Wood	1 3/8"	3^0 x 6^8
Central Air Handler Door	Hollow Core Mahogany	Wood	1 3/8"	2^0 x 6^8
Closet for Master Bedroom	Hollow Core Mahogany Doors	Wood	1 3/8"	2 - 2^0 x 6^8
Utility Room	Hollow Core Mahogany	Wood	1 3/8"	3^0 x 6^8

*Note: ***Follow manufactures' surface preparation prior to applying finish. Paint or varnish to be applied in a uniform manner as to cover up all unfinished surface(s). Do not leave any black or gray spotting or streaks.***

Interior Walls Continued:

b. ***Interior Doors, Trim, and Bathroom Accessories Continued:***
Door Knobs:

Location	Description	Material	Make	Quantity
Master Bedroom	Lockset (privacy)	Bright-Brass	Tru-Guard or better	1
Bedroom #2	Lockset (privacy)	Bright-Brass	Tru-Guard or better	1
Bathroom	Lockset (privacy)	Bright-Brass	Tru-Guard or better	1
Utility Room	Lockset (privacy)	Bright-Brass	Tru-Guard or better	1
Closet (Master Bedroom)	N/A	N/A	N/A	N/A
Closet (Bedroom #2)	Passage	Bright-Brass	Tru-Guard or better	1
Central Air Handler Door	Passage	Bright-Brass	Tru-Guard or better	1

c. ***Base Trim:***

Type: Wedge Trim Finger Joint Moulding 2 1/8" width
Make: White Pine or Equal
Finish: Doors √ Sealer, Stained & Varnish
___ Painted

Trims √ Sealer, Stained & Varnish
___ Painted

Closet Shelves: 1" x 12" white pine at 65" high
Brackets (2) in bedroom #1 and (1) centered in bedroom #2 when over 4' in length

Closet Clothing Rod: (1) 3/8" Galvanized rod

Half wall: Install 4"x 4" to the ceiling, and top to be 1"x12" allow for angle braces for top where applicable.

Other Trims (Item, Type and Location) all trims will be enamel painted with oil based paint. Owner will select color. **(USE OF LEAD-BASE PAINT IS STRICTLY PROHIBITED)**

d. ***Bathroom Accessories:*** **Option One (1)** (For Handicap Accessibility only)
1. Bathroom (Chrome)
   a. Toilet Paper Holder
   b. Towel Holder (24" in length)
   c. Stainless Steel Grab Bars
      One: (18" grab bar) One: (36" grab bar)

Material Cost: $ 2500.00

Labor Cost: $ 2500.00

16. ***Cabinets and Interior Detail:***

Kitchen Cabinets:	**Overhead Unit**
Material:	¾" Ash/Birch Plywood
Backing:	¼" Luan for Backing
Linear feet:	15'- 11"
Shelf width:	1' – 0"
Shelf Material:	¾" BC Plywood

Kitchen Cabinets:	**Base Unit**
Material:	¾" Ash/Birch Plywood
Backing:	¼" Luan for Backing
Linear feet:	13' – 0"
Cabinet width:	2' – 0"
Back Splash:	18" Coved Formica
Counter Top:	¾" BC Plywood, Formica to be applied
Edging:	Formica
Shelf Material:	¾" Luan Plywood
Finish on Cabinets:	√ Stain, Sealer, and Varnish __ Paint

*Note: All door fronts to be hard board with ¼" plywood Ash or Birch panel insert, or all ¾" doors and drawer fronts to be trimmed with lip mold for kitchen, vanity, and medicine cabinets. ***No slab doors allowed.*** All hinges to be spring loaded self-closing and with antique or bright brass pulls or handles.

Medicine Cabinets:	Recessed wall unit solid wood 14" x 5" x 19" Construction, of same material ash or birch.
Wall Mirror:	24" x 30"

Other Cabinets:	Bathroom Vanity
Size:	36" wide x 18"deep x 32" height
Material:	¾" Ash/birch plywood
Backing:	¼" Luan for backing
Finish on Cabinets:	√ Stain, Sealer, and Varnish __ Paint

Vanity Top: One (1) Cultured Marble Top **(White to match Toilet)**

***Note: (Owner will select color of Formica)**
****Note: Only Stain grade Ash or Birch ¾"plywood**
*****Note: No particle board materials allowed**

Cabinets and Interior Detail Continued:

Note: All, Sealer, Stain, Varnish will be Compatible or better to:

a. **Sherwin Williams Penetrating Oil Stain A-48 Series owner will select color of stain**
b. **Sherwin Williams Sealer B-26-V3 (apply one (1) coat with brush and roller if sprayed two (2) coats)**
c. **Sherwin Williams Polyurethane Varnish (gloss A67f1) (apply two (2) coats with brush and roller, if sprayed four (4) coats)**
d. **Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color).**
e. **Follow manufactures' surface preparation prior to applying finish.**
f. **If an alternate product is being used, receipt and manufacture's specifications must be turned into Rehab Specialist.**

*** Note: Finish to be applied also to the inside of cabinets Including shelves, backing, and back of doors.**

Material Cost: $ 1250.00

Labor Cost: $ 1000.00

17. *Flooring:*

Vinyl Tile

Location	Material	Allowances	Floor Type
Kitchen	1'x1'x 1/8"	$30.00 per box max.	Concrete
Bath	1'x1'x 1/8"	$30.00 per box max.	Concrete
Bedroom(s) and Closets # 1,2	1'x1'x 1/8"	$30.00 per box max.	Concrete
Living room	1'x1'x 1/8"	$30.00 per box max.	Concrete
Dining room	1'x1'x 1/8"	$30.00 per box max.	Concrete
Utility room	1'x1'x 1/8"	$30.00 per box max.	Concrete
Central Air Handler room	1'x1'x 1/8"	$30.00 per box max.	Concrete
Hallway	1'x1'x 1/8"	$30.00 per box max.	Concrete

*** Note: Seal floor with appropriate finish two coats, free of any scratches before requesting final inspection.**

Material Cost: $ 500.00

Labor Cost: $ 500.00

18. ***Bathroom:*** **Option One (1)** (For Handicap Accessibility only)

1. Bathroom (shower stall; all ceramic tile, tapered entrance, bull nose edge, owner to select color)

   * Note: only if handicapped

   a. 3' x 5' x 6' shower stall
   b. 3' opening with 3/4" ceramic riser at the entrance.
   c. 3" recessed **shower floor area only**
   d. 18" deep and no less then 36" wide tile seat inside shower stall
   e. 6" x 6" or 8"x 12" ceramic wall tile.
   f. 2" x 2" non-slip ceramic floor tile. Curved floor tile edge. (Shower floor area only)
   g. Moisture Resistant Sheetrock (ceiling and wall surrounding stall)
   h. Walls concrete reinforced with wire mesh on top of moisture resistant sheetrock. Built up stucco ¾" to 1" with black felt moisture barrier. No cement board allowed.

   ***Note: As per specifications.**
   ***Note: As per city codes and ordinances.**

Material Cost: $ 500.00

Labor Cost: $ 500.00

19. ***Plumbing:***

Fixture	Quantity	Location	Make	Size	Color
Sink	1	Kitchen	N/A	33"x 22" 8"depth	Stainless Steel
Vanity Cabinet	1	Bathroom	N/A	As shown on specs.	Stain, varnish or paint owner will select
Toilet Standard or Handicapped Accessible	1	Bathroom	Crane Plumbing (The Total Toilet) or better	(High seat only if handicapped.) 1.6 gallons ADA compliance.	White
Shower Stall	1	Bathroom	Ceramic Tile	As shown on specs.	Owner will select color
Bathroom Faucet	1	Bathroom	American Standard or better	N/A	Chrome finish w/2 handles & w/pop-up valve
Kitchen Faucet	1	Kitchen	American Standard or better	N/A	Chrome finish w/2 handles
Shower Faucet	1	Bathroom	American Standard or better	N/A	Chrome finish 8" Washerless Faucet

***Show and describe individual system in complete detail in separate drawings and specifications according to requirements. ***

Plumbing Continued:

a. House drain (inside):	3" Drain Water Vent (DWV) Schedule (Sch.) 40
b. House sewer (outside):	4" SDR 35
c. Water piping:	¾" with ½" Drops Copper Tubing as per city codes
d. Other:	Type L
e. Water Main:	1" Minimum (Min.) Schedule (Sch.) 40 Polyvinyl Chloride (PVC)
f. Sill cocks, number:	See Plan
g. Ice maker box:	Provide connection.
h. Exterior hose bibs:	Two (2) with vacuum breaker

Special Note:

1. **Lead-free solder must be used on all copper tubing.**
2. **All hot water lines must be insulated with ½" or ¾" pipe insulation with all joints taped.**
3. **Fill tub trap with melted asphalt (2") minimum.**
4. **Provide new 4" sewer tap to city main, seal existing sewer tap.**
5. **Contractor to be responsible for the removal of all non-functional gas, sewer and water lines.**
6. **Two hose bibs one in the front and one in the back.**
7. **A dielectric fitting is required between piping of dissimilar metals.**
8. **All service lines must be a minimum of 12" ground cover (gas, water and sewer).**

*Note: According to city codes and ordinances.

20. ***Domestic Electric Water Heater:*** Reliance brand or equal

1. Electric water heater (220 current)
2. Steel with fiberglass insulation
3. 6 year warranty on tank and parts
4. 40 gallon tank capacity
5. 18" x 18" water heater stand

Note: If an alternative product is being used, receipt and manufacture's specifications must be turned in to Rehab Specialist.

Stove connection: Owner has option to select Gas or Electric

__√__ **220 Electrical connection for stove.**

____ Connection for natural gas, and new gas lines, install a UL approved carbon monoxide detector plug in type with battery back up. Provide new connection for natural gas or liquefied propane gas.

*Note: According to city codes and ordinances.

Material Cost: $ 1650.00

Labor Cost: $ 1350.00

21. *Central Air & Heating System:*

Note: The Contractor shall be responsible for providing Housing Assistance Staff with a copy of REScheck, detailed Manual J, for the Heating Venting and Air Conditioning (HVAC) for each home where improvements are to be constructed. Contractor shall call upon the proper authorities for compliance inspections, and permits according to city codes and ordinances.

Type of System: 220 Electrical current
Duct Material: Fiberglass
Thickness: 1 ½" Perma duct **(Flex Duct Not Allowed)**
Make & Model: Ruud, Goodman, or comparable name brand
a. 14 S.E.E.R. 2 Ton or ***As per Manual J***

(Additional Information: Adequate to cooling and heating entire house as indicated on plans).
Provide proper air flow at all ceiling registrars as per Manual J.
Two (2) coats of mastic all taped joints at duct work, seal at all connections with the ceiling registrars, and at the air handler with polyurethane caulk or appropriate sealer before insulating ceiling must be verified by Rehab Specialist.

Material Cost: $ 1500.00

Labor Cost: $ 1000.00

22. *Electrical Wiring:*

As adopted by the City of Edinburg Code Enforcement

Make:	Square D or Square D compatible
Amps:	125 with main disconnect
No. Circuits:	As per codes
Wiring:	All copper wiring
Special Outlets:	220 outlets for dryer, stove and electric water heater
Special Features:	Door bell, lighted (front door entry only)

a. GFI switches
   1. One in kitchen
   2. One per bathroom
   3. Two exterior outlets

b. Smoke detectors (in all bedrooms and hallways)
   1. All smoke detectors must be interconnected with battery back up.

c. Switch and wire for ceiling fans (separate):
   1. Bedrooms
   2. Living room

d. Switch and wire two (2):
   1. Soffit security lights

Material Cost: $ 1250.00

Labor Cost: $ 800.00

23. ***Lighting Fixtures:***

a. Total number of fixtures and locations of fixtures: See Plans

TOTAL ALLOWANCE FOR FIXTURES $300.00

Location	Make	Description	Quantity
Master Bedroom	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Bedroom # 2	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Bedroom # 2 closet	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Living room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Dining Room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Kitchen	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Utility Room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Hallway	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Bathroom Vanity Light Fixture	Hardware House, Lightcraft, Portfolio or better	3 Lights Wall Bracket (chrome) 40/60 watts max.	1
Bathroom Exhaust Fan / Light Fixture	Nautilus, Broan or better	Bathroom Ceiling Light / Exhaust Vent Fan Combo (Model # N671)	1
Front and Rear Exterior Light Fixture	Hardware House, Lightcraft, Portfolio or better	Jelly Jar – Wall Mount, Clear glass, Black, Metal (no plastic fixtures) 60 watts max.	2
Range Hood	Broan or better	30" Range Hood, Two Speed Fan, 75 watts cooking light (vented to exterior)	1
Front and Rear Under Soffit Lights	Hardware House, Lightcraft, Portfolio or better	Black, Metal (no plastic fixtures) 2 bulbs, 60 watts max.	2

Material Cost: $ 300.00

24. ***Insulation:***

Location	Type	Description	Vapor Barrier
Ceiling	9 ½"	Rolled Batts R-30 Rating Fiberglass Insulation	Paper Back Insulation
Wall	3 ½"	Rolled Batts R-13 Rating fiberglass Full Coverage Batted	Paper Back Insulation

Material Cost: $ 900.00

Labor Cost: $ 600.00

25. ***Miscellaneous:***

Describe any main dwelling materials, equipment, or construction items not shown elsewhere; or use to provide additional information where the space provided was inadequate. Always reference by item number to correspond to numbering used on this form.

26. ***Parking Pad and Driveways:***

Parking Pad: 12' x 20' (as per foundation plan spec.)

Driveway and Entrance:

Width:	12' wide from edge of parking pad to curb (est. 24' in length)
Base Material:	Fill dirt
Thickness:	4"
Surfacing Material:	Concrete 3000 PSI
Wiremesh:	6" x 6" x 6/6 gauge or 3/8" rebar @ 12" on center
Wings:	2 Sets 10'L. x 18" W.
Scribe marking:	Mark at center of driveway across at end to end.

***NOTE:** *Parking pad and driveway to be poured separately from foundation and just prior to 100% completion of entire project. Must be free of tire, marks scrapes, and oil stains.*

Material Cost: $ 1400.00

Labor Cost: $ 1000.00

27. ***Other Onsite Improvements:***

Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fence, railings and accessory structures.

Contractor will remove all debris and compact grade within 12" of the house for adequate drainage.

Contractor will be responsible for the reinstallation of any type of existing fence, rehang existing gates and if any posts temporarily removed to gain access of property.

Contractor is responsible for any and all damages caused to existing property by structures subcontractors or other project related delivery trucks.

*****NEWLY INSTALLED WATER AND SEWER LINES MUST BE PHOTOGRAPHED BY REHAB SPECIALIST PRIOR TO BACKFILLING THE TRENCHES. FAILURE TO DO SO WILL CONSITUTE THE RETRENCHING OF UTILITIES LINES AT CONTRACTOR'S EXPENSE*****

28. **Demolition:**

CONTRACTOR WILL BE RESPONSIBLE FOR THE DISPOSAL OF ALL DEBRIS IN A CERTIFIED LANDFILL. ABSOLUTELY NO MATERIALS WILL BE SALVAGED (For example: Doors, windows, light fixtures, lumber or bathroom fixtures.)

CONTRACTOR MUST MAKE ARRANGEMENTS WITH THE CITY OF EDINBURG SOLID WASTE MANAGEMENT AT (956) 292-2039 AS PER CITY ORDIANCE 50.06.

Material Cost: $ - 0 -

Labor Cost: $ 2500.00

Contract price: To include demolishing of existing house, carport, driveway, and sidewalks. Lot shall be rake clean and free of any construction debris.

CHANGE ORDERS

Contract change orders can only be authorized by the Department Director. A change order will only be undertaken when unforeseen conditions or circumstances that were not previously identified in the specifications. In all situations, the recipient family must agree to the change order prior to its implementation. A Change Order Form shall be processed before any changes in construction can begin. A reasonable Change Order bid will result in an increase or decrease of original contract amount for the work to be done or omitted.

Total Material Cost: $ 22,750.00

Total Labor Cost: $ 16,400.00

Overhead & Profit: $ 8,349.99

Grand Total Bid: $ 47,499.99

SPECIFICATIONS & PLANS

I/ We, Jose R. Ramirez, do with this verify that on this 29th day of February 2008, the preceding work specifications were explained in full detail and to my total understanding. I/We with this verify that I/We have been given the opportunity to request items of work during the initial inspection of my house. I/We understand all the work to be completed in my house and do now agree that no additional work will be requested unless it is absolutely necessary to complete the work included herein and/or unforeseen items of work that may be necessary to complete the work herein. I/We with this verify that only then have I/We gone to approve this work specifications. I/We now verify that I have received a final signed copy of this specification document for my records.

HOMEOWNER(S):

Jose R. Ramirez — 2-29-08
Date

_____ — _____
Date

City of Edinburg, Community Development

PREPARED & EXPLAINED:

_____ — 2-29-08
Martin Arevalo, Rehab Specialist — Date

APPROVED:

_____ — 2-29-08
Marissa Garza
Director of Community Development — Date

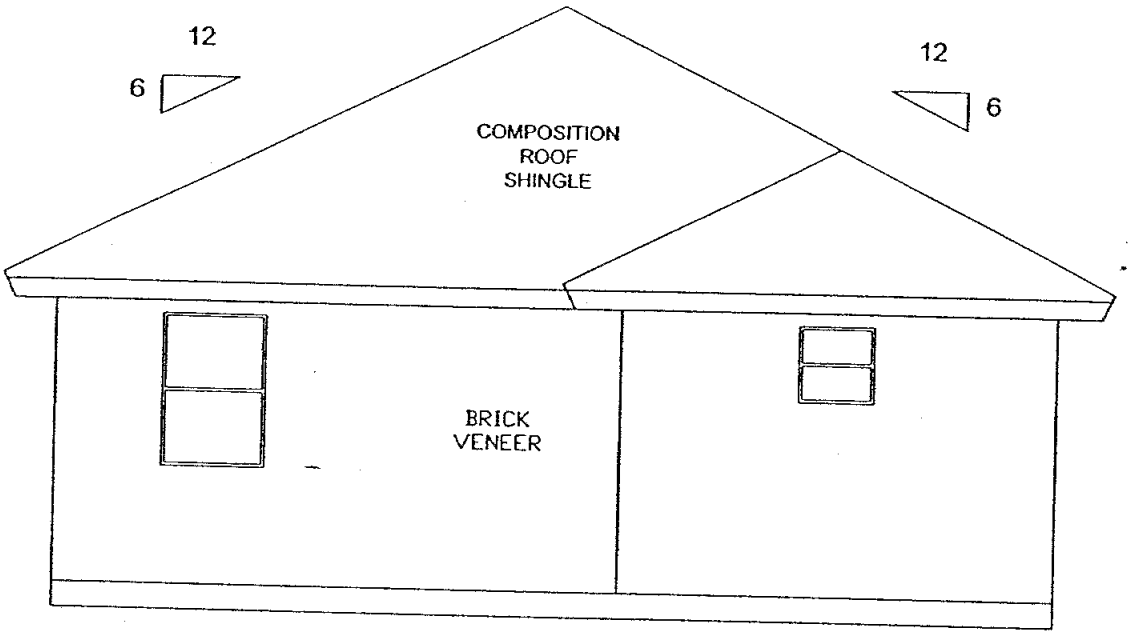
_____ — 4/7/08
CONTRACTOR: — Date

HOUSE PLAN NO. 1A

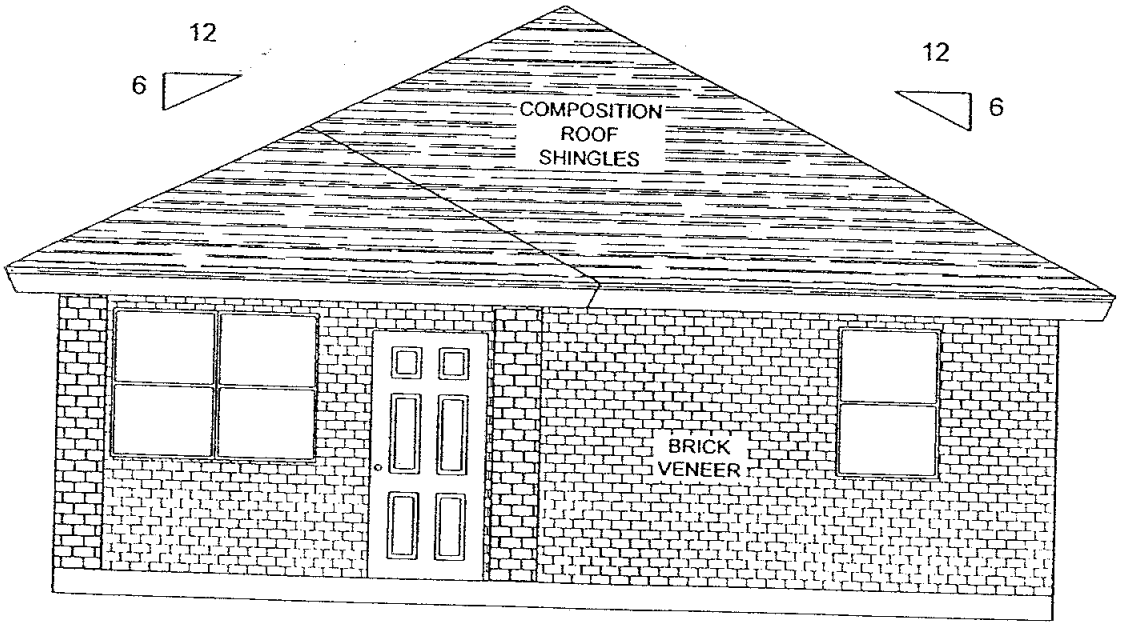
2 BEDROOM/1 BATH

SQUARE FOOTAGE

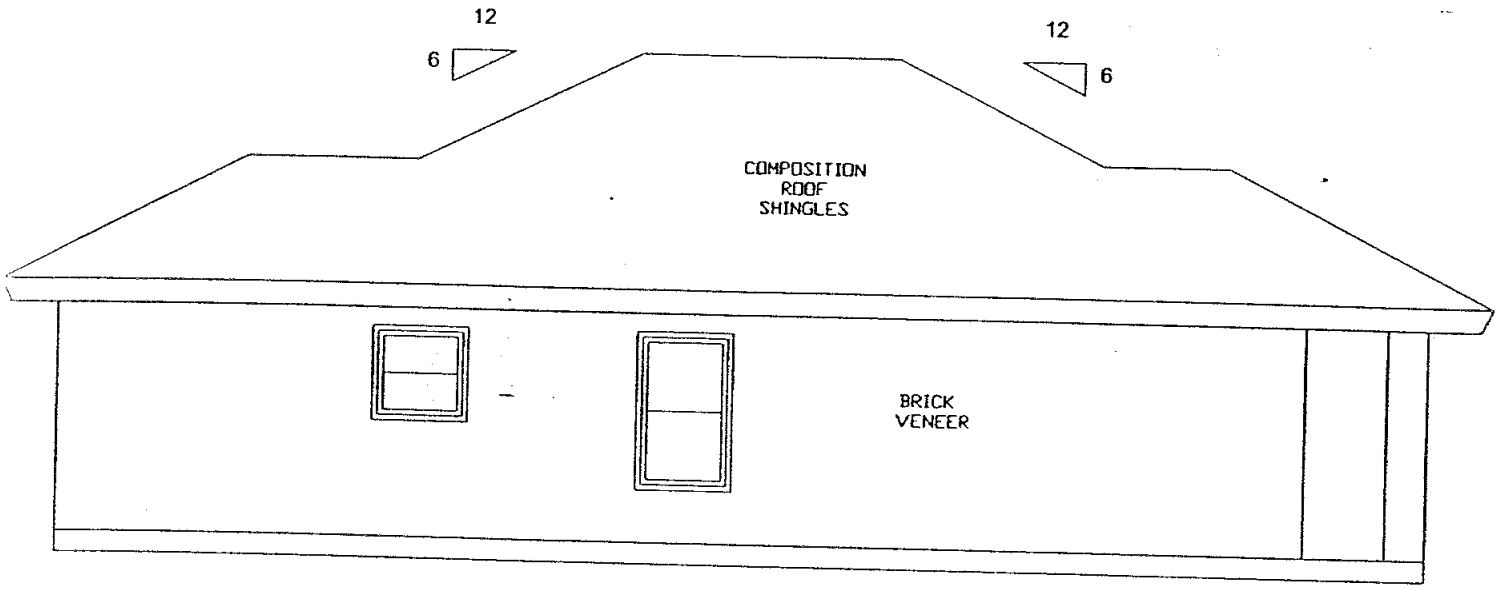
LIVING AREA	951
PARKING PAD & DRIVEWAY	660
PORCH	52
REAR SLAB	16
TOTAL SQ. FEET	1,679



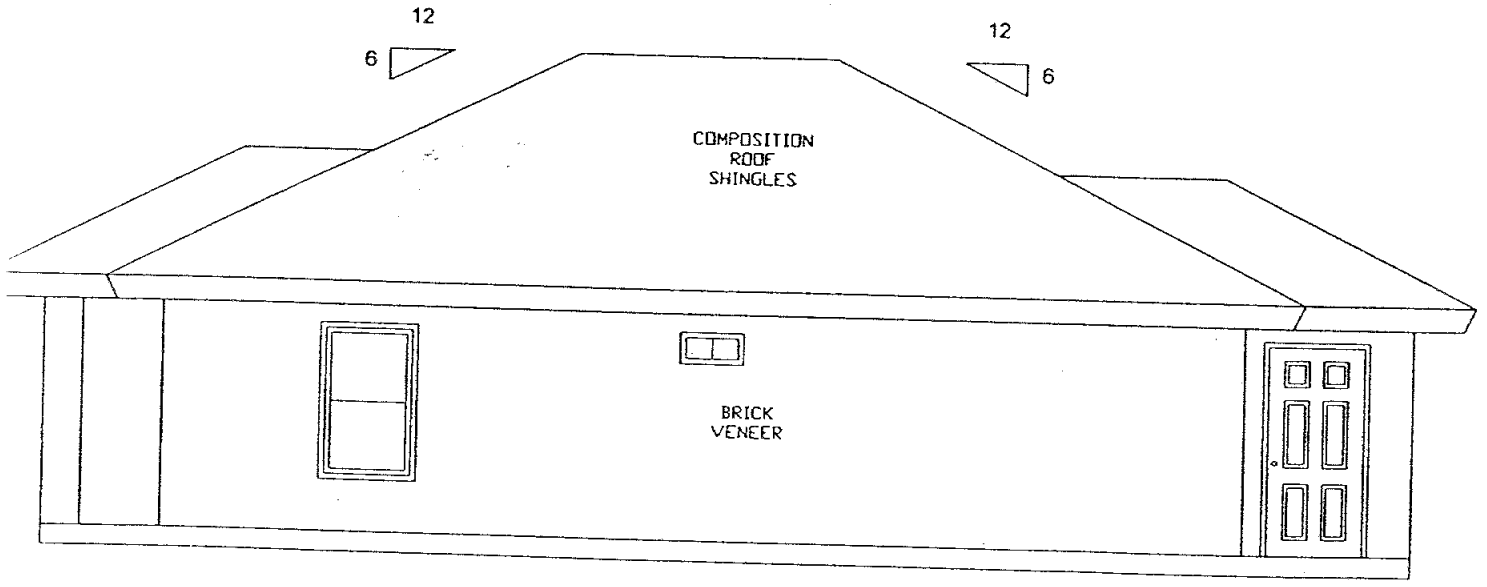
REAR ELEVATION NO. 1A



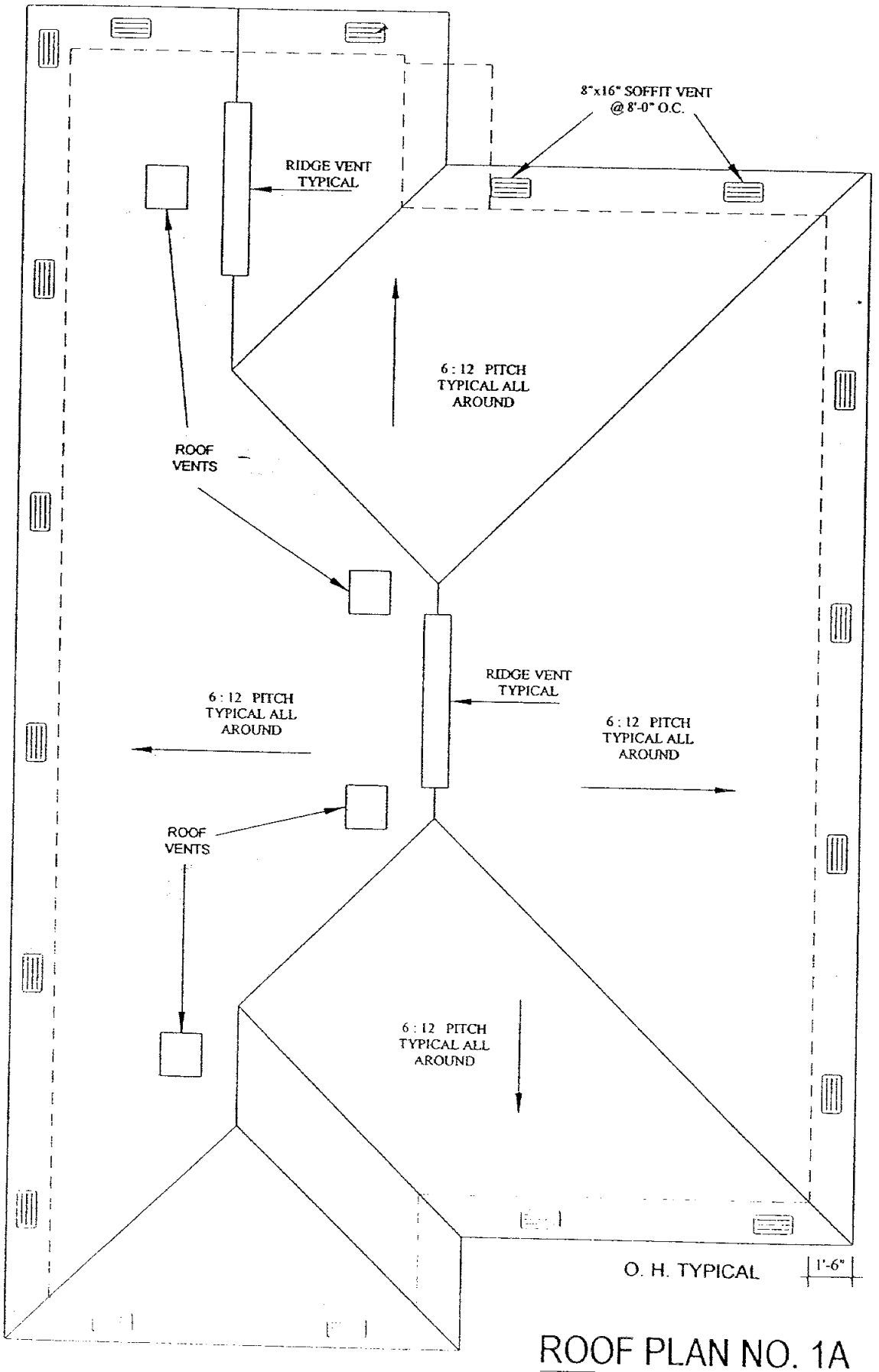
FRONT ELEVATION NO. 1A



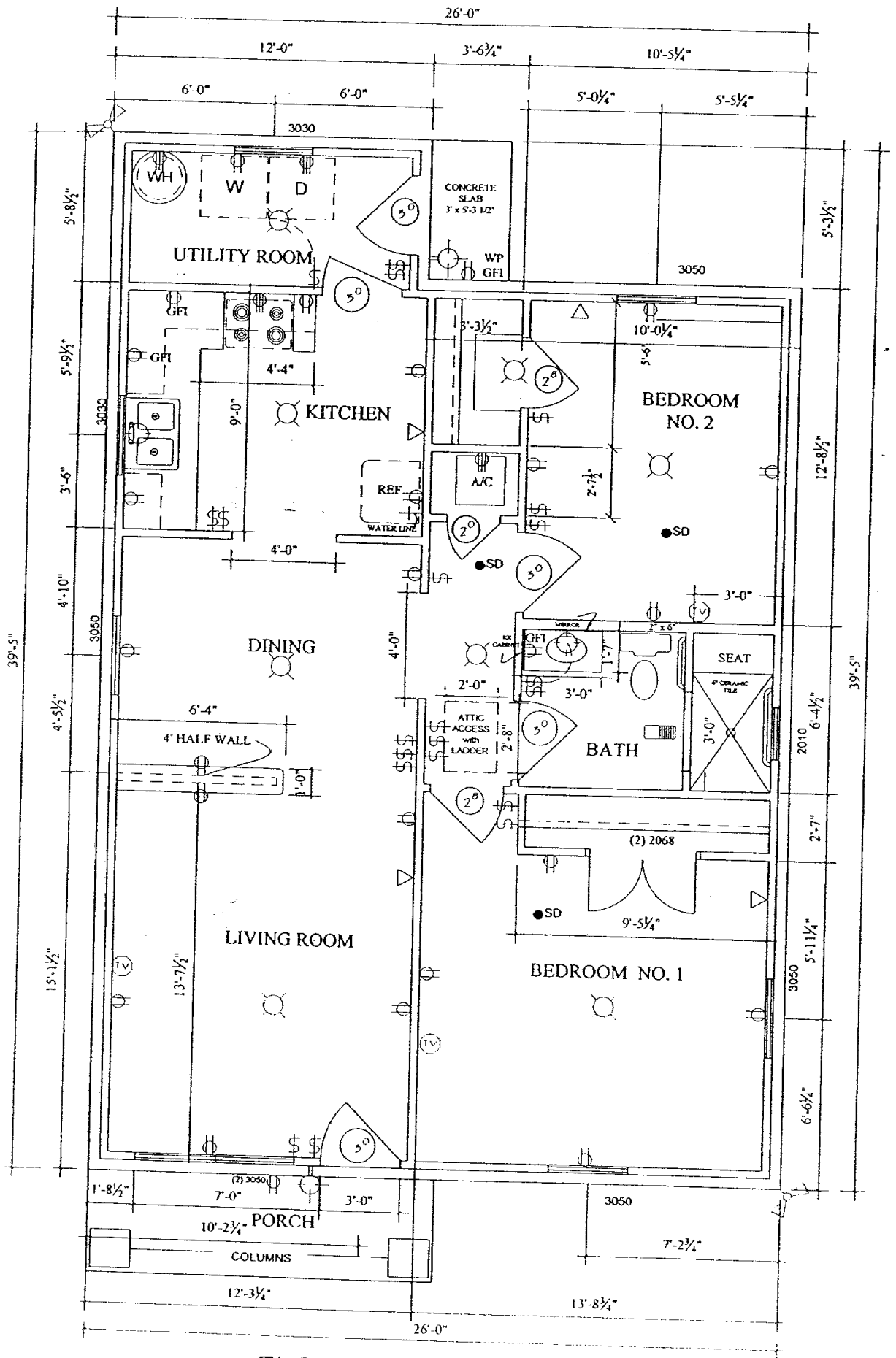
LEFT SIDE ELEVATION NO. 1A



RIGHT SIDE ELEVATION NO. 1A

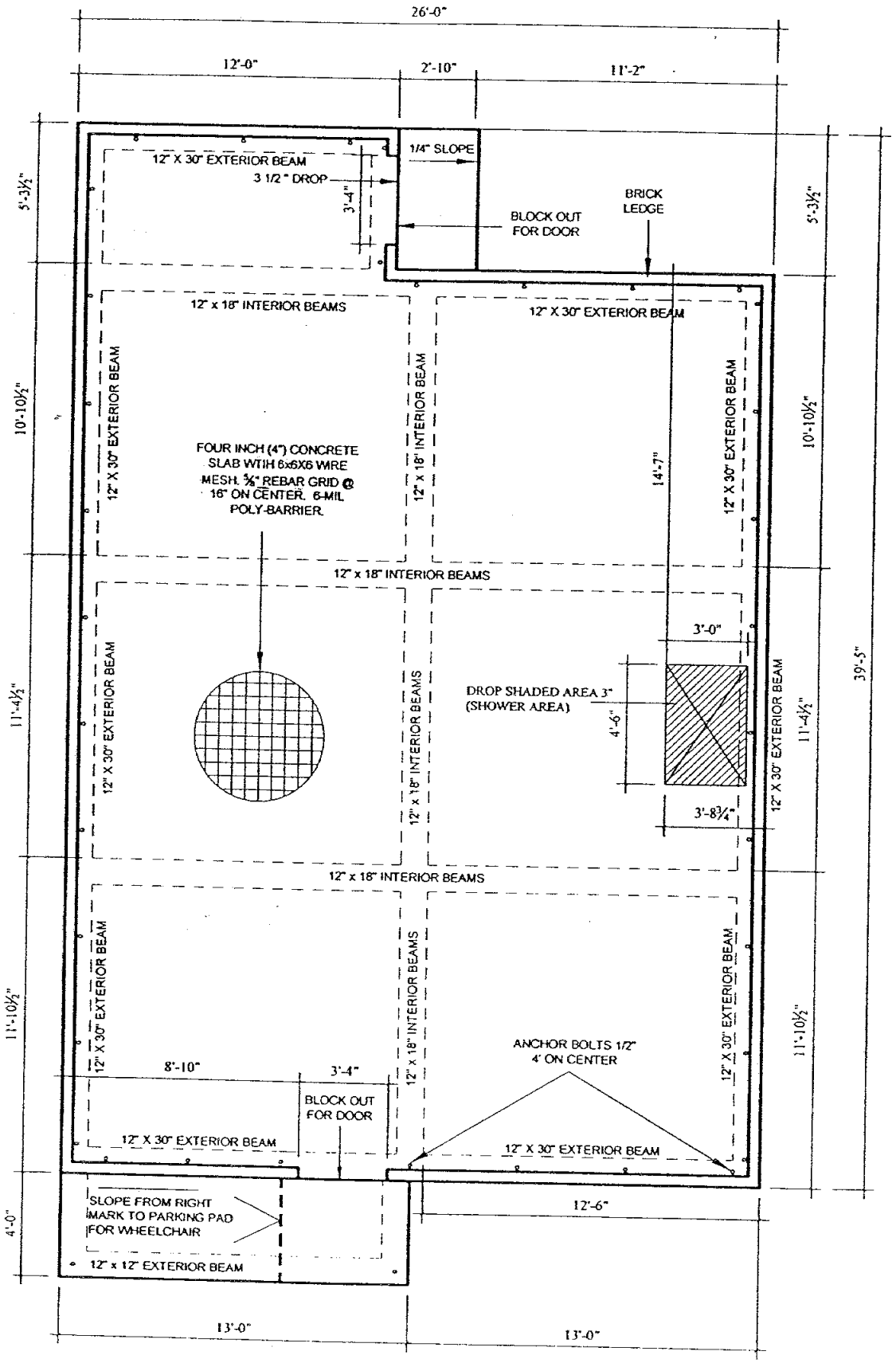


ROOF PLAN NO. 1A



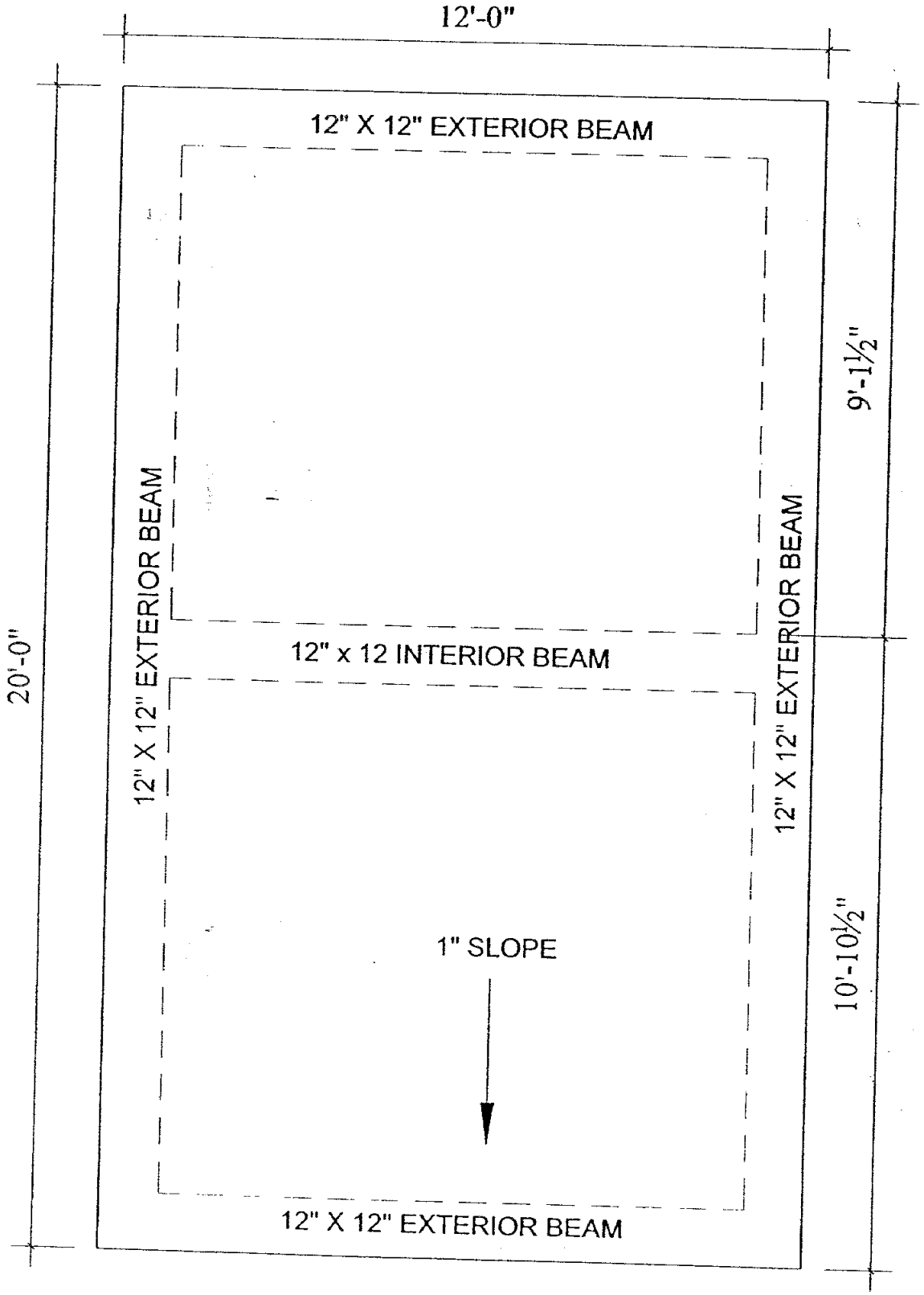
FLOOR PLAN NO. 1A

SCALE: 1/4" = 1'-0"



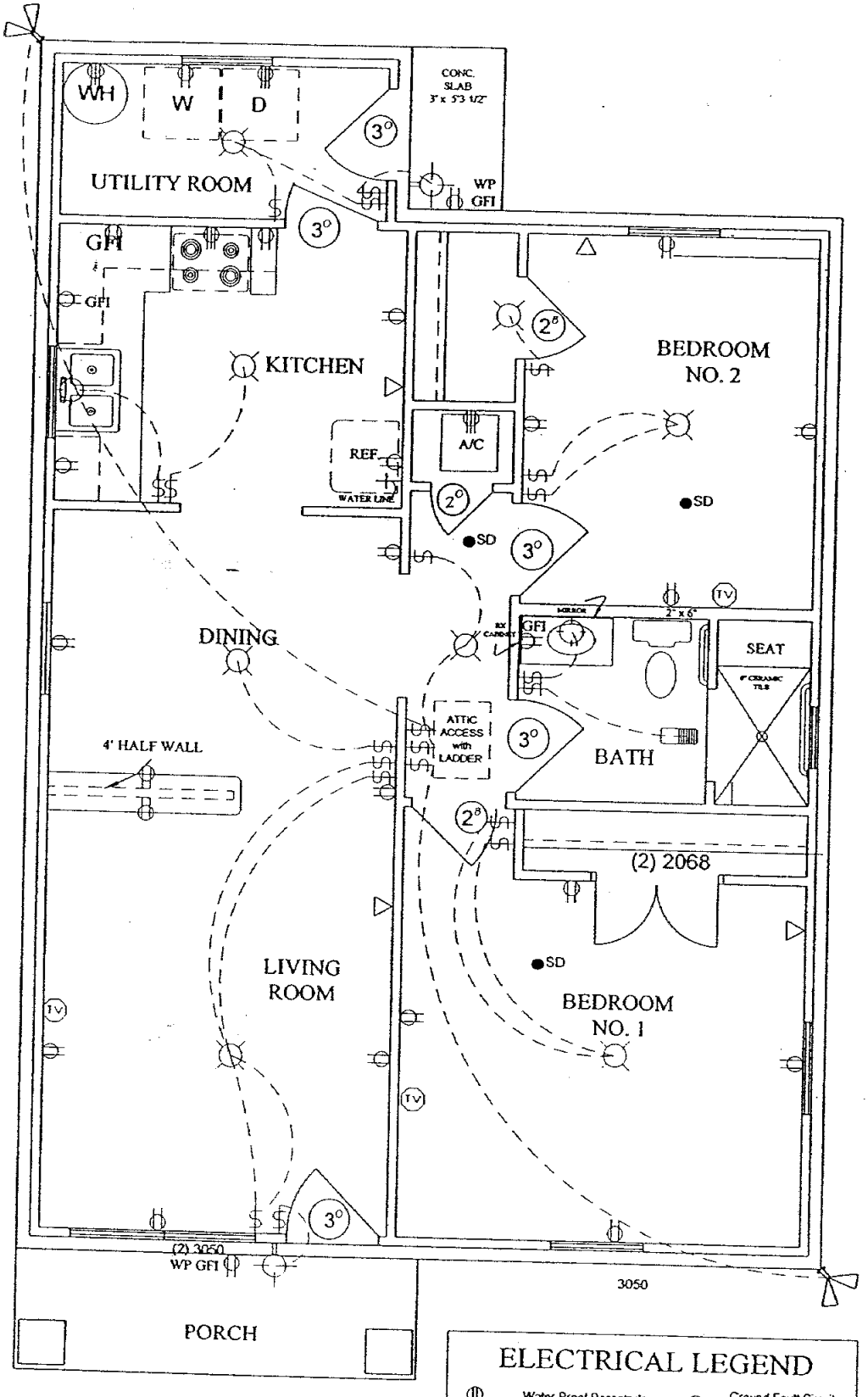
FOUNDATION PLAN NO. 1A

SCALE: 1/4"=1'-0"



PARKING PAD
12'-0" X 20'-0"

UNSCALED



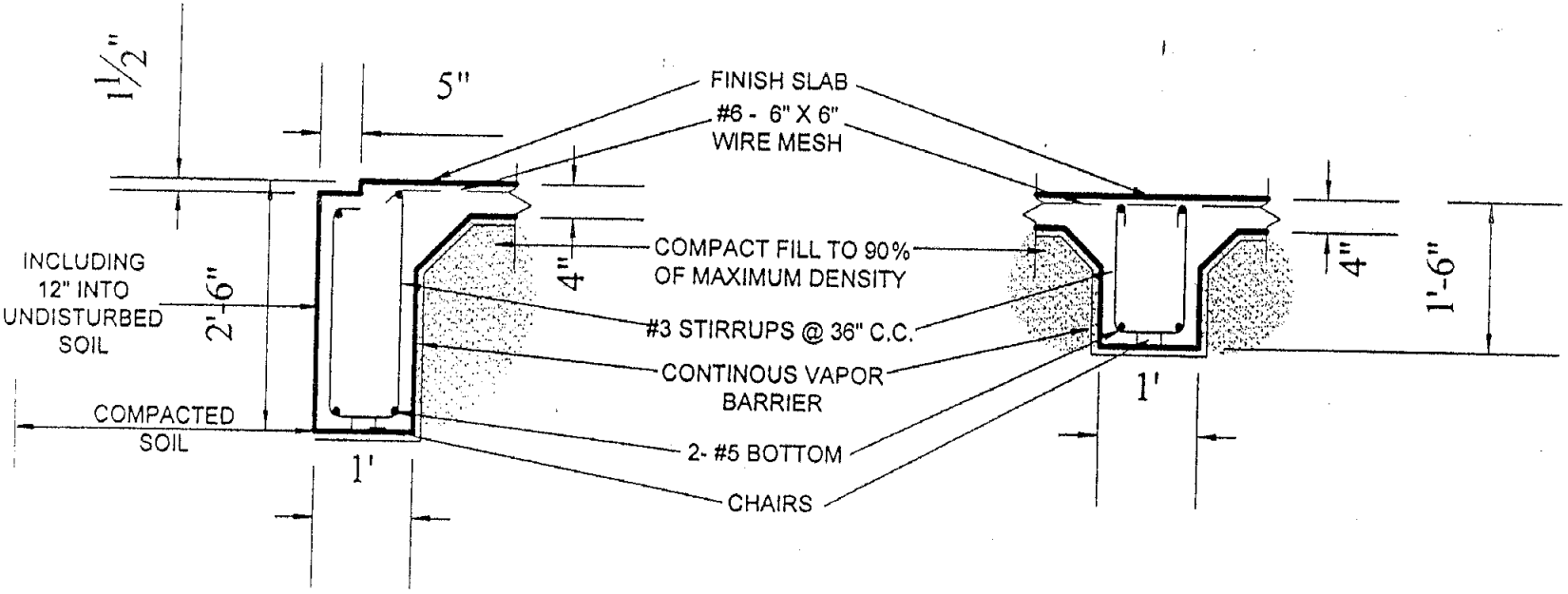
ELECTRICAL LEGEND

Water Proof Receptacle	Ground Fault Circuit Interrupter
Bathroom Light w/Fan	$ Light switch
Phone Jack	Light wall mounted
TV Cable outlet	SD Smoke Detector
Ceiling mounted light	Duplex receptacle
Flood Light	220 receptacle

ELECTRICAL PLAN NO. 1A

SCALE: 1/4"=1'-0"

TYPICAL BEAM CONSTRUCTION



EXTERIOR BEAM

INTERIOR BEAM

INVITATION TO BID

ASSIGNED BID NO.: **2008-48**

BID TITLE: **Reconstruction of One (1) Residence - 209 N. 28th Street**

CLOSED DATE & TIME: **April 7, 2008 @ 3:00 PM**

SPECIFICATIONS ATTACHED XX

ADDENDUM ONLY

DELIVER SEALED BID TO: **CITY OF EDINBURG**
C/O CITY SECRETARY
210 W. MCINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540

Quotations are requested for furnishing materials or services described below in accordance with terms set forth herein.

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	AMOUNT
1	1	209 N. 28th Street Legal Description: Lot 28, San Isidro Subdivision, Hidalgo Hidalgo County, Texas **NOTE: DEMOLISH EXISTING HOUSE** Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon.	$ 65,500 =

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: 4-4-08

BID PRICE: 65,500.00

DELIVERY DATE: 4-7-08.

BIDDER NAME: Rebecca H Rondo

AUTHORIZED SIGNATURE: [signature]

TITLE: General Contractor.

MAILING ADDRESS: P.O. Box 328, La Blanca, Tx 78558.

TELEPHONE NO.: 956-386-0633.

E-MAIL ADDRESS: —

FEDERAL ID #: 10315

Loredo Construction
107 and Skinner Rd
Edinburg, TX 78539

1187
37-65/1119 3755
7038034521

Date 4-6-08

Pay to the Order of City of Edinburg, $ 3,275=

Three Thousand Two Hundred Seventy Five & 10/00 Dollars

Security Features Details on Back.

WELLS FARGO
Wells Fargo Bank, N.A.
Texas
wellsfargo.com

For Bid # 2008-48

Robert Loredo

MP

⑈0000011 87⑈ ⑆111900659⑆ 7038034521⑈

City of Edinburg
Community Development Block Grant (CDBG)
DESCRIPTION OF MATERIALS ON PROPOSED CONSTRUCTION
2 Bedrooms - 1 Bath - Option One with Handicapped Accessibility

Applicant's Name: Jose R. Ramirez
Mailing Address: 209 N. 28th, Edinburg, Texas 78541
Legal Description: ALL OF LOT 28, SAN ISIDRO SUBDIVISION, CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OR THE COUNTY CLERK OF HIDALGO COUNTY TEXAS

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1. Describe all materials and equipment to be used, whether or not shown on the drawings, by making "x" in each appropriate check-box and entering the information called for in each space. If inadequate, enter "See Misc." and describe under item 25 or on an attached sheet.

2. Work specifically described or shown will not be considered for value.

3. Include no alternates, "or equal" phrases, or contradictory items. (Consideration of a request for acceptance of substitute materials or equipment is not thereby precluded.)

4. Include signatures required at the end of this form.

5. The construction shall be completed with the related drawings and specifications, as amended during processing.

The contractor is responsible for review of this Specification and field verification to determine that a complete and functioning project is delivered to the Homeowner within the sealed written quote. Any additional work to be done or changes in work proposed must be approved in writing and signed by the City, Homeowner(s), and the Contractor.

Should any figures be unverifiable or omitted that are necessary for a clear and comprehensive understanding, or should any errors appear, it will be the duty of the contractor to advise the proper party of the same, and not to go on with the work or bid in uncertainty.

The contractor is to furnish all transportation, labor, materials, apparatus, water scaffolding, and tools, for completing total construction project in the best possible and most rapid manner and to its entire, proper and substantial completion. The contractor should provide temporary light pole or power generator for the construction. Any trees, shrubs, etc., needed to be cut or removed are the Contractor's responsibilities.

The Contractor is to be held responsible for any violations of the proper City's and/or Counties' ordinances under which this property is governed.

The Contractor shall on a daily basis or as needed, remove all rubbish and waste materials and keep the premises as clean as possible during the progress and at the completion of work. The Contractor shall deliver the home in a broom clean condition.

The City of Edinburg and Contractor may erect a construction sign before or during construction on the premises.

PERMITS AND INSPECTIONS

The Contractor shall be responsible for obtaining all necessary permits required in the location where the improvements are to be constructed. The Contractor shall call upon the proper authorities for compliance inspections and assume the fee for the same.

WORKMANSHIP

All labor is to be done in a skilled, and thorough manner. All materials are to be of the dimension, design and grade herein specified. Unless otherwise specified, any patented materials or materials specified by trade name are to be applied and installed strictly according to the manufacturer's specifications.

GUARANTEE OF WORKMANSHIP

Guarantee the work performed for a period of one year from the date of final inspection and acceptance by Housing Assistance Staff of all the work required by the contract. Failure to honor this guarantee may result in the debarment of the contractor from future contract awards with the City of Edinburg. Furthermore, furnish Housing Assistance Staff with all manufactures and supplier's written guarantees and warranties covering materials and equipment under the contract.

SUBCONTRACTORS

The General Contractor shall be responsible for all subcontractors put to work to do any part of this contract. The owner reserves the right to reject any or all bids.

SCOPE OF WORK

To reconstruct the home according to the accompanying specifications.

1. ***EXCAVATION:***

Bearing Soil: Filling will be done in layers and compacted all fill will be clean sandy loam free of organic material, trash, clay or any other inappropriate type materials, with a minimum excavation of 12" into undisturbed soil.

EXCAVATION CONTINUED:

2. ***FOUNDATION*** **Note: Foundation is to be followed as specified below and as indicated in the attached Foundation Plan and as per code and ordinances.**

Porches:

a. Foundation as per slab design. Roof same as house.

b. Front porch: Accessibility for front door entrance must be no step entrance. Front porch slab to be flush with the front entrance of the house slab and gradually tapering down flush with the finished surface of the parking pad.

Footing:

Strength PSI: 3000 PSI
Reinforcing:

a. 6 x 6 x 6/6 Gauge Wire mesh
b. #5 x 20'. 0 Rebar
c. #3 x 6 x 12" Stirrups
d. #3 x 6 x 24" Stirrups minimum
e. #5 x 4'. 0 Corner Bar
f. ½" x 10" x Anchor Bolts @ 4' Center Maximum
g. Bar Lift Chairs
h. 2" High Chairs Mesh

Waterproofing: 6-Mil Polyethylene

Termite Protection: Vendor must be state certified, licensed, bonded, and must use minimum active ingredient of .05% Imidaclorid. Contractor must provide Housing Assistance Staff with Certificate of Treatment for work preformed.

Additional Information:

a. All foundation to comply with slab design.
b. Slab 4" minimum, exterior beams 12" x 18" plus 12" excavation into undisturbed soil equal 30" in height, and interior beams 12" x 18".
c. Allow for expansion joint between house slab and parking pad, ½" asphalt impregnated material or ½" redwood, and scribe mark where parking pad and driveway meet.

EXCAVATION CONTINUED:

* Note: Any evidence of significant structural failure on any concrete driveways, sidewalks, or foundations shall be replaced at the sole cost of the Contractor. The City Engineer shall determine the extent of the failure and make the final determination on its replacement. Factors that will be considered shall include the size, type and count of visible cracking or failure in making the determination.

Material Cost: $ 5000 =

Labor Cost: $ 1600 =

3. ***EXTERIOR WALLS:***
Wood Frame:

a. Wood Grade, and Species #2 Spruce Pine Fir (S.P.F.) or white or yellow pine wood precut studs @16" on center (O.C.)
b. Corner Bracing 4' x 8' x ½" OSB Sheathing
c. Building paper or Felt (#15 Felt paper x18")
d. 2" x 4" treated for bottom plates of exterior walls.
e. Polyseal strip on base of treated stud of exterior walls.

Sheathing:

a. Foil backed insulated board. **(Note: to be sealed at all joints with foil tape, nail all seams)**

4. *Partition Wall Framing:*
Studs:

Wood, Grade, Species:	#2 Spruce Pine Fir (S.P.F.) Precut studs
Size and Spacing:	2" x 4" x 92 5/8" @ 16" on center (O.C.)

5. *Ceiling Framing:*
Joist:

Wood, Grade, and Species:	#2 S.P.F. 2"x 6" or #2 S.P.F. 2" x 8"
Other:	As per wood frame span table
Ceiling Joist:	2" x 6" ceiling joist @ 24" on center

6. *Roof Framing:*
Rafters:

Wood, Grade, and Species:	2" x 6" S.P.F. or 2" x 8" as per wood frame span table
Grade and Species:	Ridge board 2" x 8"

7. *Decking:*
Fascia, soffit, and soffit vents:

a. 4' x 8' x ½" Oriented Strand Board (OSB) Sheathing
b. 15/32" Steel Ply Clips
c. 1"x8" Cedar Fascia Board
d. 1"x2" Cedar Fascia Board
e. 11/32" BC plywood (3/8) for soffit
f. 8"x16" soffit vent @ 8' O.C.

EXTERIOR WALLS CONTINUED:

8. ***Windows:*** **(All windows will be clear or tinted double pane insulated, Low E Rated windows) Caulk around the inside and outside of all windows.**

Location	Type	Brand	Size	Quantity
Master Bedroom	Bronze/Aluminum	HR Window or Better	3^0 x 5^0	2
Bedroom #2	Bronze/Aluminum	HR Window or Better	3^0 x 5^0	1
Living room	Bronze/Aluminum	HR Window or Better	3^0 x 5^0	2
Kitchen	Bronze/Aluminum	HR Window or Better	3^0 x 3^0	1
Bathroom	Bronze/Aluminum	HR Window or Better	2^0 x 1^0	1
Utility Room	Bronze/Aluminum	HR Window or Better	3^0 x 3^0	1
Dining Room	Bronze/Aluminum	HR Window or Better	3^0 x 5^0	1

Windows:
Weather-stripping:
Type: Rib and Gasket
Material: Rubber and Aluminum
Window Screen: Fiberglass or Galvanize window screens

Note: If an alternate product is being used, receipt and manufacture's specifications must be turned in to Rehab Specialist.

9. ***Entrances: (Front and Rear Doors):***

Entrance Door:

Material: 6-panel pre hung metal door unit (insulated)

Width: 3^0 x 6^8

Thickness: 1 ¾" solid

Frame Material: White Pine Jamb

Door Sills: Aluminum Threshold (caulk underneath before installation of the door unit)

Head Flashing: 26 gauge galvanize

Weatherstripping: Tape: Rubber & Aluminum

Exterior Millwork: Wood 2"X 2" door molding

Grade & Species: SPF #2 compatible or better

Paint: Oil base high gloss enamel

EXTERIOR WALLS CONTINUED:

10. *Stairs:* Attic Stairways: 2' x 4' In hall or as indicated on plan.

Material Cost: $ 990 =

Labor Cost: $ 1,850 =

***Note: As per city codes and ordinances and specifications.**

11. *Roofing & Roof venting:*

a. DL Metal Drip Edge
b. Ridge vent (see roof plan for size)
c. # 30 felt
d. 20 year fiberglass shingles (owner to select color)
e. 26 gauge x 16" width galvanize flashing
f. 4- hip roof vents

Material Cost: $ 2,000 =

Labor Cost: $ 380 =

12. *Exterior Painting:*

Material:

a. Oil Base Primer: (Note: Apply one (1) coat of oil based primer to all wood surfaces with brush and roller, if sprayed two (2) coats)
b. Apply caulking on all seams gaps and putty on all nails, staple marks on all fascia, soffit, brick mold, and siding panels.
c. Exterior Latex Paint: Minimum 15 year warranty (Note: Apply two (2) coats of semi-gloss latex paint to all exterior wood surfaces with brush and roller, if sprayed four (4) coats)
d. Caulk Minimum 20-year warranty acrylic latex.
e. Apply all primer and paint to manufacturer's specifications.
f. Owner to select color of paint on all painted surfaces.
g. **USE OF LEAD-BASE PAINT IS STRICTLY PROHIBITED.**

Note: All exterior primer and paint will be compatible or better to:

a. **Sherwin Williams A-100 Latex Wood Primer (oil-based) (one (1) coat with brush and roller, if sprayed two (2) coats**
b. **Sherwin Williams Super A-84 Exterior House and Trim Paint (Acrylic semi-gloss, water based) (two (2) coats with brush and roller, if sprayed four (4) coats)**
c. **Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color).**
d. **If an alternate product is being used receipts and manufactures' specifications must be turned in to Rehab Specialist.**
e. **Follow manufactures, surface preparation prior to applying finish.**

Material Cost: $ 780 =

Labor Cost: $ 1,000 =

13. ***Brick Veneer:***

a. American made brick only. $315.00 per thousand maximum allowance (owner to select color)

b. Masonry spacing: ½"

c. Dimensions: 4" x 8" or 3"x10"

d. Sand

e. Masonry cement

f. Brick ties

Window Sills: a. Brick

Lintels: a. 4" x 4" x ¼" Angle Iron and apply oil based primer..
* Note: Above all exterior doors and windows where applicable.

Base Flashing: a. # 30 felt, to wrap around all window and exterior door rough openings.

Front Porches: a. Porch shall have one (1) or two (2) brick columns as per floor plan. With treated 4"x 4"x10' post, anchored properly in the middle.

Material Cost: $ 3,790

Labor Cost: $ 1200

14. ***Interior Walls:***

Drywalls (walls and ceilings):	Gypsum Board: **USA Made only, no imported type allowed.**
Thickness:	½"
Finish:	Tape, Float
Corners	Regular corner beads 1 ¼" galvanize, or rounded plastic
Joint Treatment:	Tape, Float and Textone
	✓ Orange Peel
	___ Monterrey

Interior Walls Continued:

Rooms	Wall Finish Material & Application	Ceiling Finish Material & Application
Kitchen	Interior Washable Latex paint	Texture Walls & Ceiling
Bath	Interior Washable Latex paint	Texture Walls & Ceiling
Bedroom(s) and Closet(s) # 1, 2	Interior Washable Latex Paint	Texture Walls & Ceiling
Living Room	Interior Washable Latex Paint	Texture Walls & Ceiling
Dining Room	Interior Washable Latex Paint	Texture Walls & Ceiling
Utility Room	Interior Washable Latex Paint	Texture Walls & Ceiling
Hallway	Interior Washable Latex Paint	Texture Walls & Ceiling
Central Air Handler Room	Interior Washable Latex Paint	Texture Walls & Ceiling

*Note: Gypsum board on the ceilings must be nailed at 7" on center, and 8" on center on walls.(All gypsum board must be cut to fit with tapered sides and ends butting. Where possible end joints must be staggered).

*Note: All interior paint will be compatible or better to: Minimum 10 year Warranty, caulk minimum 20-year warranty acrylic latex.
All interior wall partitions will be painted one color.

a. **Sherwin Williams B-49 W200 (oil-based primer) (1 coat of primer with brush and roller, if sprayed 2 coats)**

b. **Sherwin Williams Classic 99 Semi-Gloss Latex (water-based), (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color). All interior ceilings will be painted white.**

c. **Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color).**

d. **If an alternate product is being used receipt and manufacture's specifications must be turned into Rehab Specialist.**

e. **Follow manufactures' surface preparation prior to applying finish.**
(USE OF LEAD-BASED PAINT IS STRICTLY PROHIBITED)

Interior Walls Continued:

15. ***Interior Doors, Trim, Hardware and Bathroom Accessories:***

a. ***Front and Rear Door Knobs and Locks:***

Location	Description	Material	Make	Quantity
Front Exterior Door	Dead Bolt Keyed Alike Entry Combination	Bright Brass	Tru-Guard or Better	1
Rear Exterior Door	Dead Bolt Keyed Alike Entry Combination	Bright Brass	Tru-Guard or Better	1

Door Stoppers: (install door stoppers on all interior doors, and a door sweep to the A/C return door.)

(Additional information: Install jumbo peep-hole in front door only.)

b. ***Interior Doors and Trim and Bathroom Accessories:***

Location	Description	Material	Thickness	Size
Master Bedroom	Hollow Core Mahogany	Wood	1 3/8"	2^8 x 6^8
Bedroom # 2	Hollow Core Mahogany	Wood	1 3/8"	3^0 x 6^8
Closet Bedroom # 2	Hollow Core Mahogany	Wood	1 3/8"	2^8 x 6^8
Bathroom	Hollow Core Mahogany	Wood	1 3/8"	3^0 x 6^8
Central Air Handler Door	Hollow Core Mahogany	Wood	1 3/8"	2^0 x 6^8
Closet for Master Bedroom	Hollow Core Mahogany Doors	Wood	1 3/8"	2 - 2^0 x 6^8
Utility Room	Hollow Core Mahogany	Wood	1 3/8"	3^0 x 6^8

Note:** ***Follow manufactures' surface preparation prior to applying finish. Paint or varnish to be applied in a uniform manner as to cover up all unfinished surface(s). Do not leave any black or gray spotting or streaks.

Interior Walls Continued:

b. ***Interior Doors, Trim, and Bathroom Accessories Continued:***
Door Knobs:

Location	Description	Material	Make	Quantity
Master Bedroom	Lockset (privacy)	Bright-Brass	Tru-Guard or better	1
Bedroom #2	Lockset (privacy)	Bright-Brass	Tru-Guard or better	1
Bathroom	Lockset (privacy)	Bright-Brass	Tru-Guard or better	1
Utility Room	Lockset (privacy)	Bright-Brass	Tru-Guard or better	1
Closet (Master Bedroom)	N/A	N/A	N/A	N/A
Closet (Bedroom #2)	Passage	Bright-Brass	Tru-Guard or better	1
Central Air Handler Door	Passage	Bright-Brass	Tru-Guard or better	1

c. ***Base Trim:***

Type: Wedge Trim Finger Joint Moulding 2 1/8" width
Make: White Pine or Equal
Finish: Doors √ Sealer, Stained & Varnish
___ Painted

Trims √ Sealer, Stained & Varnish
___ Painted

Closet Shelves: 1" x 12" white pine at 65" high
Brackets (2) in bedroom #1 and (1) centered in bedroom #2 when over 4' in length

Closet Clothing Rod: (1) 3/8" Galvanized rod —

Half wall: Install 4"x 4" to the ceiling, and top to be 1"x12" allow for angle braces for top where applicable.

Other Trims (Item, Type and Location) all trims will be enamel painted with oil based paint. Owner will select color. **(USE OF LEAD-BASE PAINT IS STRICTLY PROHIBITED)**

d. ***Bathroom Accessories:*** **Option One (1)** (For Handicap Accessibility only)

1. Bathroom (Chrome)
   a. Toilet Paper Holder
   b. Towel Holder (24" in length)
   c. Stainless Steel Grab Bars
      One: (18" grab bar) One: (36" grab bar)

Material Cost: $ 5000 =

Labor Cost: $ 2,300 =

16. ***Cabinets and Interior Detail:***

Kitchen Cabinets:	**Overhead Unit**
Material:	¾" Ash/Birch Plywood
Backing:	¼" Luan for Backing
Linear feet:	15'- 11"
Shelf width:	1' – 0"
Shelf Material:	¾" BC Plywood

Kitchen Cabinets:	**Base Unit**
Material:	¾" Ash/Birch Plywood
Backing:	¼" Luan for Backing
Linear feet:	13' – 0"
Cabinet width:	2' – 0"
Back Splash:	18" Coved Formica
Counter Top:	¾" BC Plywood, Formica to be applied
Edging:	Formica
Shelf Material:	¾" Luan Plywood
Finish on Cabinets:	√ Stain, Sealer, and Varnish __ Paint

*Note: All door fronts to be hard board with ¼" plywood Ash or Birch panel insert, or all ¾" doors and drawer fronts to be trimmed with lip mold for kitchen, vanity, and medicine cabinets. ***No slab doors allowed.*** All hinges to be spring loaded self-closing and with antique or bright brass pulls or handles.

Medicine Cabinets: Recessed wall unit solid wood 14" x 5" x 19" Construction, of same material ash or birch.

Wall Mirror: 24" x 30"

Other Cabinets:	Bathroom Vanity
Size:	36" wide x 18"deep x 32" height
Material:	¾" Ash/birch plywood
Backing:	¼" Luan for backing
Finish on Cabinets:	√ Stain, Sealer, and Varnish __ Paint

Vanity Top: One (1) Cultured Marble Top
(White to match Toilet)

***Note: (Owner will select color of Formica)**
****Note: Only Stain grade Ash or Birch ¾"plywood**
*****Note: No particle board materials allowed**

Cabinets and Interior Detail Continued:

Note: All, Sealer, Stain, Varnish will be Compatible or better to:

a. **Sherwin Williams Penetrating Oil Stain A-48 Series owner will select color of stain**
b. **Sherwin Williams Sealer B-26-V3 (apply one (1) coat with brush and roller if sprayed two (2) coats)**
c. **Sherwin Williams Polyurethane Varnish (gloss A67f1) (apply two (2) coats with brush and roller, if sprayed four (4) coats)**
d. **Interior/Exterior (oil based) Alkyd A-11 series or better (2 coats of paint with brush and roller, if sprayed 4 coats, owner to select color).**
e. **Follow manufactures' surface preparation prior to applying finish.**
f. **If an alternate product is being used, receipt and manufacture's specifications must be turned into Rehab Specialist.**

*** Note: Finish to be applied also to the inside of cabinets** Including shelves, backing, and back of doors.

Material Cost: $ 1,290 =

Labor Cost: $ 300 =

17. *Flooring:*

Vinyl Tile

Location	Material	Allowances	Floor Type
Kitchen	1'x1'x 1/8"	$30.00 per box max.	Concrete
Bath	1'x1'x 1/8"	$30.00 per box max.	Concrete
Bedroom(s) and Closets # 1,2	1'x1'x 1/8"	$30.00 per box max.	Concrete
Living room	1'x1'x 1/8"	$30.00 per box max.	Concrete
Dining room	1'x1'x 1/8"	$30.00 per box max.	Concrete
Utility room	1'x1'x 1/8"	$30.00 per box max.	Concrete
Central Air Handler room	1'x1'x 1/8"	$30.00 per box max.	Concrete
Hallway	1'x1'x 1/8"	$30.00 per box max.	Concrete

660

*** Note: Seal floor with appropriate finish two coats, free of any scratches before requesting final inspection.**

Material Cost: $ 800 =

Labor Cost: $ 550 =

18. ***Bathroom:*** **Option One (1)** (For Handicap Accessibility only)

1. Bathroom (shower stall; all ceramic tile, tapered entrance, bull nose edge, owner to select color)
   * Note: only if handicapped
   a. 3' x 5' x 6' shower stall
   b. 3' opening with 3/4" ceramic riser at the entrance.
   c. 3" recessed **shower floor area only**
   d. 18" deep and no less then 36" wide tile seat inside shower stall
   e. 6" x 6" or 8"x 12" ceramic wall tile.
   f. 2" x 2" non-slip ceramic floor tile. Curved floor tile edge. (Shower floor area only)
   g. Moisture Resistant Sheetrock (ceiling and wall surrounding stall)
   h. Walls concrete reinforced with wire mesh on top of moisture resistant sheetrock. Built up stucco ¾" to 1" with black felt moisture barrier. No cement board allowed.

***Note: As per specifications.**
***Note: As per city codes and ordinances.**

Material Cost: $ 700 =

Labor Cost: $ 600 =

19. ***Plumbing:***

Fixture	Quantity	Location	Make	Size	Color
Sink	1	Kitchen	N/A	33"x 22" 8"depth	Stainless Steel
Vanity Cabinet	1	Bathroom	N/A	As shown on specs.	Stain, varnish or paint owner will select
Toilet Standard or Handicapped Accessible	1	Bathroom	Crane Plumbing (The Total Toilet) or better	(High seat only if handicapped.) 1.6 gallons ADA compliance.	White
Shower Stall	1	Bathroom	Ceramic Tile	As shown on specs.	Owner will select color
Bathroom Faucet	1	Bathroom	American Standard or better	N/A	Chrome finish w/2 handles & w/pop-up valve
Kitchen Faucet	1	Kitchen	American Standard or better	N/A	Chrome finish w/2 handles
Shower Faucet	1	Bathroom	American Standard or better	N/A	Chrome finish 8" Washerless Faucet

***Show and describe individual system in complete detail in separate drawings and specifications according to requirements. ***

Plumbing Continued:

a. House drain (inside):	3" Drain Water Vent (DWV) Schedule (Sch.) 40
b. House sewer (outside):	4" SDR 35
c. Water piping:	¾" with ½" Drops Copper Tubing as per city codes
d. Other:	Type L
e. Water Main:	1" Minimum (Min.) Schedule (Sch.) 40 Polyvinyl Chloride (PVC)
f. Sill cocks, number:	See Plan
g. Ice maker box:	Provide connection.
h. Exterior hose bibs:	Two (2) with vacuum breaker

Special Note:

1. **Lead-free solder must be used on all copper tubing.**
2. **All hot water lines must be insulated with ½" or ¾" pipe insulation with all joints taped.**
3. **Fill tub trap with melted asphalt (2") minimum.**
4. **Provide new 4" sewer tap to city main, seal existing sewer tap.**
5. **Contractor to be responsible for the removal of all non-functional gas, sewer and water lines.**
6. **Two hose bibs one in the front and one in the back.**
7. **A dielectric fitting is required between piping of dissimilar metals.**
8. **All service lines must be a minimum of 12" ground cover (gas, water and sewer).**

*Note: According to city codes and ordinances.

20. ***Domestic Electric Water Heater:*** Reliance brand or equal

1. Electric water heater (220 current)
2. Steel with fiberglass insulation
3. 6 year warranty on tank and parts
4. 40 gallon tank capacity
5. 18" x 18" water heater stand

Note: If an alternative product is being used, receipt and manufacture's specifications must be turned in to Rehab Specialist.

Stove connection: Owner has option to select Gas or Electric

__√__ **220 Electrical connection for stove.**

____ Connection for natural gas, and new gas lines, install a UL approved carbon monoxide detector plug in type with battery back up. Provide new connection for natural gas or liquefied propane gas.

*Note: According to city codes and ordinances.

Material Cost: $ Inc

Labor Cost: $ 3,820.00

21. *Central Air & Heating System:*

Note: The Contractor shall be responsible for providing Housing Assistance Staff with a copy of REScheck, detailed Manual J, for the Heating Venting and Air Conditioning (HVAC) for each home where improvements are to be constructed. Contractor shall call upon the proper authorities for compliance inspections, and permits according to city codes and ordinances.

Type of System: 220 Electrical current
Duct Material: Fiberglass
Thickness: 1 ½" Perma duct **(Flex Duct Not Allowed)**
Make & Model: Ruud, Goodman, or comparable name brand
a. 14 S.E.E.R. 2 Ton or ***As per Manual J***

(Additional Information: Adequate to cooling and heating entire house as indicated on plans).
Provide proper air flow at all ceiling registrars as per Manual J.
Two (2) coats of mastic all taped joints at duct work, seal at all connections with the ceiling registrars, and at the air handler with polyurethane caulk or appropriate sealer before insulating ceiling must be verified by Rehab Specialist.

Material Cost: $ INC.

Labor Cost: $ 2,800=

22. *Electrical Wiring:*

As adopted by the City of Edinburg Code Enforcement

Make: Square D or Square D compatible
Amps: 125 with main disconnect
No. Circuits: As per codes
Wiring: All copper wiring
Special Outlets: 220 outlets for dryer, stove and electric water heater
Special Features: Door bell, lighted (front door entry only)

a. GFI switches
   1. One in kitchen
   2. One per bathroom
   3. Two exterior outlets

b. Smoke detectors (in all bedrooms and hallways)
   1. All smoke detectors must be interconnected with battery back up.

c. Switch and wire for ceiling fans (separate):
   1. Bedrooms
   2. Living room

d. Switch and wire two (2):
   1. Soffit security lights

Material Cost: $ Inc.

Labor Cost: $ 2,300

23. ***Lighting Fixtures:***

a. Total number of fixtures and locations of fixtures: See Plans

TOTAL ALLOWANCE FOR FIXTURES $300.00

Location	Make	Description	Quantity
Master Bedroom	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Bedroom # 2	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Bedroom # 2 closet	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Living room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Dining Room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Kitchen	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Utility Room	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Hallway	Hardware House, Lightcraft, Portfolio or better	2 Lights Semi-Flush Mount Ceiling Fixture (white) 2 bulbs, 60 watts max.	1
Bathroom Vanity Light Fixture	Hardware House, Lightcraft, Portfolio or better	3 Lights Wall Bracket (chrome) 40/60 watts max.	1
Bathroom Exhaust Fan / Light Fixture	Nautilus, Broan or better	Bathroom Ceiling Light / Exhaust Vent Fan Combo (Model # N671)	1
Front and Rear Exterior Light Fixture	Hardware House, Lightcraft, Portfolio or better	Jelly Jar – Wall Mount, Clear glass, Black, Metal (no plastic fixtures) 60 watts max.	2
Range Hood	Broan or better	30" Range Hood, Two Speed Fan, 75 watts cooking light (vented to exterior)	1
Front and Rear Under Soffit Lights	Hardware House, Lightcraft, Portfolio or better	Black, Metal (no plastic fixtures) 2 bulbs, 60 watts max.	2

Material Cost: $ 300.-

24. ***Insulation:***

Location	Type	Description	Vapor Barrier
Ceiling	9 ½"	Rolled Batts R-30 Rating Fiberglass Insulation	Paper Back Insulation
Wall	3 ½"	Rolled Batts R-13 Rating fiberglass Full Coverage Batted	Paper Back Insulation

Material Cost: $ Inc

Labor Cost: $ 1000

25. ***Miscellaneous:***

Describe any main dwelling materials, equipment, or construction items not shown elsewhere; or use to provide additional information where the space provided was inadequate. Always reference by item number to correspond to numbering used on this form.

26. ***Parking Pad and Driveways:***

Parking Pad: 12' x 20' (as per foundation plan spec.)

Driveway and Entrance:

Width:	12' wide from edge of parking pad to curb (est. 24' in length)
Base Material:	Fill dirt
Thickness:	4"
Surfacing Material:	Concrete 3000 PSI
Wiremesh:	6" x 6" x 6/6 gauge or 3/8" rebar @ 12" on center
Wings:	2 Sets 10'L. x 18" W.
Scribe marking:	Mark at center of driveway across at end to end.

***NOTE:** *Parking pad and driveway to be poured separately from foundation and just prior to 100% completion of entire project. Must be free of tire, marks scrapes, and oil stains.*

Material Cost: $ 580 =

Labor Cost: $ 300 =

27. ***Other Onsite Improvements:***

Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fence, railings and accessory structures.

Contractor will remove all debris and compact grade within 12" of the house for adequate drainage.

Contractor will be responsible for the reinstallation of any type of existing fence, rehang existing gates and if any posts temporarily removed to gain access of property.

Contractor is responsible for any and all damages caused to existing property by structures subcontractors or other project related delivery trucks.

*****NEWLY INSTALLED WATER AND SEWER LINES MUST BE PHOTOGRAPHED BY REHAB SPECIALIST PRIOR TO BACKFILLING THE TRENCHES. FAILURE TO DO SO WILL CONSITUTE THE RETRENCHING OF UTILITIES LINES AT CONTRACTOR'S EXPENSE*****

28. **Demolition:**

CONTRACTOR WILL BE RESPONSIBLE FOR THE DISPOSAL OF ALL DEBRIS IN A CERTIFIED LANDFILL. ABSOLUTELY NO MATERIALS WILL BE SALVAGED (For example: Doors, windows, light fixtures, lumber or bathroom fixtures.)

CONTRACTOR MUST MAKE ARRANGEMENTS WITH THE CITY OF EDINBURG SOLID WASTE MANAGEMENT AT (956) 292-2039 AS PER CITY ORDIANCE 50.06.

Labor
New construction Debree 600 ²
Material Cost: $ —0—

Demolition **Labor Cost: $** 5700

Contract price: To include demolishing of existing house, carport, driveway, and sidewalks. Lot shall be rake clean and free of any construction debris.

CHANGE ORDERS

Contract change orders can only be authorized by the Department Director. A change order will only be undertaken when unforeseen conditions or circumstances that were not previously identified in the specifications. In all situations, the recipient family must agree to the change order prior to its implementation. A Change Order Form shall be processed before any changes in construction can begin. A reasonable Change Order bid will result in an increase or decrease of original contract amount for the work to be done or omitted.

Total Material Cost: $ 30,000=

Total Labor Cost: $ 26,500=

Overhead & Profit: $ 8,500=

Grand Total Bid: $ 65,500=

SPECIFICATIONS & PLANS

I/ We, Jose R. Ramirez, do with this verify that on this 29th day of February 2008, the preceding work specifications were explained in full detail and to my total understanding. I/We with this verify that I/We have been given the opportunity to request items of work during the initial inspection of my house. I/We understand all the work to be completed in my house and do now agree that no additional work will be requested unless it is absolutely necessary to complete the work included herein and/or unforeseen items of work that may be necessary to complete the work herein. I/We with this verify that only then have I/We gone to approve this work specifications. I/We now verify that I have received a final signed copy of this specification document for my records.

HOMEOWNER(S):

Jose R. Ramirez — 2-29-08
Date

_____ — _____
Date

City of Edinburg, Community Development

PREPARED & EXPLAINED:

Martin Arevalo, Rehab Specialist — 2-29-08
Date

APPROVED:

Marissa Garza
Director of Community Development — 2-29-08
Date

CONTRACTOR: — 4-7-08.
Date

CDBG LISTING OF CONTRACTORS

NAME AND ADDRESS	CONTACT PERSON	PHONE NUMBERS
AR Valley-Wide Construction 27833 Solis Rd. La Feria, TX. 78559	Alejandro Rubio	Business: (956) 412-6782 Home: (956) 797-0403 Mobile: (956) 357-0704 Mobile: (956) 533-2628 Fax: (956) 797-4821 E-Mail: arvalleywide@aol.com
Benchmark Construction P.O. Box 720083 McAllen, TX. 78504	George Boghs	Office: (956) 821-0455 Home: (965) 631-1459 Mobile: (956) 821-0455 Fax: (956) 631-1337 E-Mail: gboghs@yahoo.com
Casa Blanca Construction P.O. Box 663 Alamo, TX. 78516	Efren Diaz Sr.	Office: (956) 787-8107 Home: (965) 783-6701 Mobile: (956) 223-5763 Fax: (956) 787-7137
Celso Gonzalez Construction Inc. 614 Conway Mission, 78572	Celso Gonzalez Sr.	Office: (956) 585-3848 Home: (965) 585-1563 Mobile: (956) 225-9152 Fax: (956) 585-1761
Development Consultants & Construction 4622 S. Business Hwy. 281 Edinburg, Texas 78539	Robert Pena Jr.	Office: (956) 318-1000 Mobile: (956) 207-3644 Fax: (956) 318-1071
Disso Construction 2418 Jordan Drive Edinburg, Texas 78539	Jorge Salvo	Office: (956) 451-0983 Mobile: (956) 451-0983 Fax: (956) 682-0464
G.A.S. Enterprises Inc. P.O. Box. 309 Elsa, Texas 78543	Rene Salinas	Office: (956) 262-7106 Home: (965) 262-5095 Mobile: (956) 239-3592 Fax: (956) 262-7107 E-Mail: gas107@aol.com
GMH 304 Toledo Mission, TX. 78572	Gustavo De Leon	Mobile: (956) 240-2131 Home: (956) 585-6140 Fax: (956) 585-6140
Horizon Properties 930 West Ebony Drive Edinburg, Texas 78539	Rudy Ramirez	Office: (956) 383-7839 Mobile: (956) 793-7839
Jericho Construction & Remodeling 3225 Water Oak Drive Lot #1 Edinburg, Texas 78539	Joel Flores	Office: (956) 464-8108 Mobile: (956) 227-0843
JLQ Construction P.O. Box 168 Sullivan City, Texas 78595	Jose Luis Quintanilla	Mobile: (956) 221-7073 Home: N/A FAX: (956) 485-2677

CDBG LISTING OF CONTRACTORS

NAME AND ADDRESS	CONTACT PERSON	PHONE NUMBERS
Loredo Construction P.O. Box 328 La Blanca, Texas 78558	Rebecca H. Loredo	Office: (956) 386-0633 Mobile (956) 533-9560
O.J. Morales Construction 3314 N. Stewart Mission, Texas 78572	Jesse Morales	Office: (956) 584-7984 Mobile: (956) 624-6355 Fax: (956) 584-7984
PCR Construction / Development Inc. P.O. Box 3848 Edinburg, Texas 78540	Ruben Cazares	Office: (956) 383-9114 Mobile: (956) 330-0785 Fax: (956) 383-9114
Quality Investments P.O. Box 943 Mission, Texas 78573	Emigdio Villanueva Jr.	Office: (956) 584-7711 Mobile: (956) 624-7711 Fax: (956) 584-7711
Reliance Builders 334 E. 15th St. San Juan, TX. 78589	Ruben Perez	Office: (956) 239-1021 Home: (956) 781-4438
Rolando's General Construction 2513 Duke Avenue McAllen, Texas 78501	Rolando Espinoza	Office: (956) 631-6496 Mobile: (956) 221-4646

Revised 01/08 by M.A.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 15, 2008

Consider Awarding Bid #2008-51, Construction Materials, To Frontera Materials, Inc., For Their Unit Price Of $70 Per Ton Of Cold Mix And To Valley Caliche Products, Inc., For Their Unit Price Of $48 Per Ton of Type "D" Hot Mix and $3.10 Per Ton Of Crushed Caliche.

****

STAFF COMMENTS AND RECOMMENDATIONS:

Bids were opened on Monday, April 7, 2008, for Bid #2008-51, Construction Materials. A review and tabulation of bids revealed Frontera Materials, Inc., as the sole bidder for cold mix with a unit price of $70 per ton. Valley Caliche Products, Inc. was the lowest bidder for type "D" hot mix with a unit price of $48 per ton and crushed caliche at a unit price of $3.10 per ton.

Staff recommends awarding Bid #2008-51, Construction Materials, to Frontera Materials, Inc., for the cold mix at a unit price of $70 per ton and to Valley Caliche Products, Inc., for type "D" hot mix at a unit price of $48 per ton and crushed caliche at a unit price of $3.10 per ton.

Staff notes that the bid is being awarded based on the unit price, valid through September 30, 2008, and that quantities are only estimates, subject to increase or decrease to accommodate changes in project scope and schedules.

Staff verified that Frontera Materials, Inc., and Valley Caliche Products, Inc., have no outstanding debts with the City. Funding for construction materials is available in the Fiscal Year 2007-2008 General Fund Operating Budget.

RECOMMENDATION:

Award Bid #2008-51, Construction Materials, To Frontera Materials, Inc., For Their Unit Price Of $70 Per Ton Of Cold Mix And To Valley Caliche Products, Inc., For Their Unit Price Of $48 Per Ton of Type "D" Hot Mix and $3.10 Per Ton Of Crushed Caliche.

	REVIEWED BY:	PREPARED BY:
J. J. Rodriguez, City Manager	Ascencion Alonzo Director of Finance	Daniel Tijerina Director of Public Works

****

RECORD OF VOTE:

APPROVED: _____
DISAPPROVED: _____
TABLED: _____

AGUSTIN G. GARCIA COUNCILMEMBER	NOE GARZA, P.E. COUNCILMEMBER	JOE OCHOA MAYOR	GENE ESPINOZA COUNCILMEMBER	ALMA A. GARZA MAYOR PRO-TEM

BID TABULATION SUMMARY

Title: Construction Materials
Bid No.: 2008-51
Date Opened: 4/7/2008

			FRONTERA MATERIALS, INC.		VALLEY CALICHE PRODUCTS, INC.			
ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	6,000	TONS TYPE "D" HOT MIX	$48.50	$291,000.00	$48.00	$288,000.00		
2	350	TONS COLD MIX	$70.00	$24,500.00	NO BID			
3	4800	TONS CRUSHED CALICHE	$3.25	$15,600.00	$3.10	$14,880.00		
		SUBTOTAL		$331,100.00		$302,880.00		
		NET TOTAL						
		TERMS						
		DELIVERY						

RECOMMENDATION: Frontera Materials, Inc. and Valley Caliche Products, Inc.
Award:

Request Authorization to Re-Advertise [ ]
Request Authorization to Negotiate Bid/Contract [ ]

Department: Public Works / Streets
Budgeted Amount Available: <$565,133.00>
Additional Funds Required:
Prepared By: Velma Gomez, Senior Secretary 1

THE CITY OF
EDINBURG

INVITATION TO BID

BID #2008-51 CONSTRUCTION MATERIALS

The City of Edinburg, Texas is soliciting sealed separate bids for the above referenced as requested by the Streets Division. The bid shall be received no later than **3:00 p.m., Monday, April 7, 2008.** Any bid received after the time set for opening will be returned to bidder unopened. Bidder(s) must provide an original and shall be addressed to:

CITY OF EDINBURG
C/O CITY SECRETARY
210 W. McINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540-1079

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title. All bids will be opened and publicly read aloud at the above designated time at the City of Edinburg (City Hall) Conference Room located at 210 W. McIntyre Street, Edinburg, Texas. Bids sent via facsimile shall not be accepted.

The City of Edinburg reserves the right to accept or reject bids submitted, waive formalities in bidding, accept the bid deemed most advantageous to the City of Edinburg, and to hold the bids for a period of ninety (90) days without taking action thereon. If you have any questions or require additional information regarding this bid, please contact Mr. Joe Zamora, Streets Superintendent, at (956) 292-2122.

If you choose not to submit a bid and would like to remain on the City of Edinburg bidder's list for future bids, you must respond in writing.

Sincerely,

Pedro Garza III, Purchasing Agent

INVITATION TO BID

ASSIGNED BID NO.: **2008-51**

BID TITLE: **Construction Materials**

CLOSED DATE & TIME: **April 7, 2008 @ 3:00 PM**

SPECIFICATIONS ATTACHED XX

ADDENDUM ONLY

DELIVER SEALED BID TO: **CITY OF EDINBURG**
C/O CITY SECRETARY
210 W. MCINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540

Quotations are requested for furnishing materials or services described below in accordance with terms set forth herein.

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	AMOUNT
		ESTIMATED 6 MONTH SUPPLY (04/01/08 - 09/30/08)		
1	6,000 tons	Type "D" Hot Mix FOB La Joya	$ 48.50	$ 291,000
2	350 tons	Cold Mix FOB La Joya	$ 70.00	$ 24,500
3	4,800 tons	Crushed Caliche FOB La Joya/49D	$ 3.25	$ 15,600
		GRAND TOTAL		$ 331,100

Bid to be awarded on a unit price only. Also, note that this is only an estimate of quantity and the unit prices should be honored through September 30, 2008.

Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon.

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: Apr 7, 2008

BID PRICE: Item 1: 48.50/TON, Item 2: 70.00/TON, Item 3: 3.25/TON

DELIVERY DATE: Upon Request

BIDDER NAME: Frontera Materials, INC.

AUTHORIZED SIGNATURE: Barry McElroy

TITLE: Materials Manager

MAILING ADDRESS: P.O. Box 1917, Weslaco TX 78599

TELEPHONE NO.: 956-968-0349

E-MAIL ADDRESS: bmefrontera@AOL.com

FEDERAL ID #: 74-2590152

SPECIFICATIONS
CONSTRUCTION MATERIALS
CONTRACT PERIOD: 04/01/08 – 09/30/08

TYPE "D" HOT MIX

- Shall meet the Texas Department of Transportation (TxDot) specifications for Type "D" Hot Mix Asphalt.
- Hot Mix will be picked up at the plant, as needed, by the City of Edinburg trucks or a private trucking company.
- Hot Mix must be available within a 25 mile radius of the City of Edinburg.
- Hot Mix must be available with at least a 24 hour notice.

COLD MIX

- Shall meet the Texas Department of Transportation (TxDot) specifications for Cold Mix Asphalt.
- Cold Mix will be picked up at the plant, as needed, by the City of Edinburg trucks or a private trucking company.
- Cold Mix must be available within a 25 mile radius of the City of Edinburg.
- Cold Mix must be available with at least a 24 hour notice.

CRUSHED CALICHE

- Shall meet the Texas Department of Transportation (TxDot) specifications for Crushed Caliche.
- Crushed Caliche will be picked up at the plant, as needed, by the City of Edinburg trucks or a private trucking company.
- Crushed Caliche must be available within a 25 mile radius of the City of Edinburg.
- Crushed Caliche must be available with at least a 24 hour notice.

The undersigned hereby certifies that he/she understands all the above and attached specifications, has read them carefully, and shall deliver and furnish all articles or services specified in these specifications.

DATE: 4 / 7 / 2008

AUTHORIZED SIGNATURE: Barry McHugh

TITLE: Materials Manager

GREAT AMERICAN INSURANCE COMPANY
OHIO

Bond No.

BID BOND

Approved by The American Institute of Architects, A.I.A. Document No. A310 February, 1970 Edition

KNOW ALL MEN BY THESE PRESENTS: that we Frontera Materials, Inc.

as Principal, hereinafter called Principal, and GREAT AMERICAN INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, with Administrative Offices at 580 Walnut Street, Cincinnati, Ohio 45202, as Surety, hereinafter called the Surety, are held firmly bound unto City of Edinburg

as Obligee, hereinafter called Obligee, in the sum of Five Percent of Amount Bid---------- Dollars ($ --------5%---------)

For the payment of which sum well and truly to be made, and the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Type D Hot Mix, Cold Mix and Crushed Caliche, Bid #2008-51

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another Party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of April , 2008

In the presence of:

Martha Garza

Mary Edwards

Frontera Materials, Inc.
(Principal) (Seal)

By: [signature] (Title)

GREAT AMERICAN INSURANCE COMPANY (Seal)
(Surety)

By: [signature]
David C. Hughston (Attorney-in-Fact)

Bid Bond F9630a

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 **15621**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof: provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RAY HUGHSTON CHRIS HUGHSTON DAVID C. HUGHSTON	PEGGY GONZALEZ MARY EDWARDS	ALL OF BROWNSVILLE, TEXAS	ALL $75,000,000

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13th day of April, 2006

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 13th day of April, 2006, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 7th day of April, 2008

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 04/08/2008

PRODUCER 877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Frontera Materials, Inc.
1402 N. Bridge St.
P.O. Box 1917
Weslaco, TX 78599

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Wausau Underwriters Insurance Company	26042-001
INSURER B: Wausau Business Insurance Company	26069-001
INSURER C: Employers Insurance of Wausau A Mutual Co	21458-201
INSURER D: Employers Insurance of Wausau A Mutual Co	21458-001
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	TBJZ91435303027	9/1/2007	9/1/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	ASKZ9143530317	9/1/2007	9/1/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	THCZ91435303057	9/1/2007	9/1/2008	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCCZ91435303037	9/1/2007	9/1/2008	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: Project Bid - 2008 Hotmix, coldmix and caliche

CERTIFICATE HOLDER

City of Edinburg
Attn: Velma
P.O. Box 1079
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Thomas W. Patton Jr.

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

INVITATION TO BID

ASSIGNED BID NO.: **2008-51**

BID TITLE: **Construction Materials**

CLOSED DATE & TIME: **April 7, 2008 @ 3:00 PM**

SPECIFICATIONS ATTACHED XX

ADDENDUM ONLY

DELIVER SEALED BID TO: **CITY OF EDINBURG**
C/O CITY SECRETARY
210 W. MCINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540

Quotations are requested for furnishing materials or services described below in accordance with terms set forth herein.

ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	AMOUNT
		ESTIMATED 6 MONTH SUPPLY (04/01/08 - 09/30/08)		
1	6,000 tons	Type "D" Hot Mix F.O.B. PLANT	$48.00 PER TON	$288,000.0 F.O.B. PLA
2	350 tons	Cold Mix NO QUOTE	$ N/A	$ N/A
3	4,800 tons	Crushed Caliche F.O.B. MANN PIT IN SAN MANUEL TEXAS ~~GRAND TOTAL~~	$3.10 PER TON F.O.B. MANN PIT	$14,880.00 F.O.B. MANN PIT.
		Bid to be awarded on a unit price only. Also, note that this is only an estimated quantity and the unit price should be honored through September 30, 2008.		
		Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon.		

GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 383-5661, Extension 380.

DATE: MARCH 24, 2008

BID PRICE: AS STATED ON BID FORM.

DELIVERY DATE: AS NEEDED AND SCHEDULED

BIDDER NAME: VALLEY CALICHE PRODUCTS, INC.

AUTHORIZED SIGNATURE: Mark Mathews

TITLE: VICE PRESIDENT / GENERAL MANAGER

MAILING ADDRESS: P.O. BOX 1086 MISSION, TX 78573-1086

TELEPHONE NO.: (956) 581-2751

E-MAIL ADDRESS: VALLEYCALICHE@AOL.COM

FEDERAL ID #: 74-1501906

SPECIFICATIONS
CONSTRUCTION MATERIALS
CONTRACT PERIOD: 04/01/08 – 09/30/08

TYPE "D" HOT MIX

- Shall meet the Texas Department of Transportation (TxDot) specifications for Type "D" Hot Mix Asphalt.
- Hot Mix will be picked up at the plant, as needed, by the City of Edinburg trucks or a private trucking company.
- Hot Mix must be available within a 25 mile radius of the City of Edinburg.
- Hot Mix must be available with at least a 24 hour notice.

COLD MIX

- Shall meet the Texas Department of Transportation (TxDot) specifications for Cold Mix Asphalt.
- Cold Mix will be picked up at the plant, as needed, by the City of Edinburg trucks or a private trucking company.
- Cold Mix must be available within a 25 mile radius of the City of Edinburg.
- Cold Mix must be available with at least a 24 hour notice.

CRUSHED CALICHE

- Shall meet the Texas Department of Transportation (TxDot) specifications for Crushed Caliche.
- Crushed Caliche will be picked up at the plant, as needed, by the City of Edinburg trucks or a private trucking company.
- Crushed Caliche must be available within a 25 mile radius of the City of Edinburg.
- Crushed Caliche must be available with at least a 24 hour notice.

The undersigned hereby certifies that he/she understands all the above and attached specifications, has read them carefully, and shall deliver and furnish all articles or services specified in these specifications.

DATE: 3 / 24 / 08

AUTHORIZED SIGNATURE: Mark Mothersel

TITLE: VICE PRESIDENT / GENERAL MANAGER

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/08/2008

PRODUCER
R. N. Jones Agency, Inc.
510 E. Harrison (78550)
P. O. Box 532267
Harlingen TX 78553-2267
(956) 423-1147

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Valley Caliche Products, Inc.
P O Box 1086
Mission TX 78573-1086

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Unitrin County Mutual IC	
INSURER B: Texas Mutual Insurance Co	
INSURER C: Interstate Fire & Casualty	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
C		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	DGL1000149	03/01/2008	03/01/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	FCNCCA7876777-05	03/08/2008	03/08/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF-0012396501	05/11/2007	05/11/2008	[ ] WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Edinburg
ATTN: Joe Zamora
P O Box 1079
Edinburg TX 78540-1079

AI 000283

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

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DISCLAIMER

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BIDDER'S LIST
CONSTRUCTION MATERIALS

Ballenger Construction
P.O. Box 943
San Benito, Texas 78586

Total Commitment, LLC
11435 N. Bryan Road
Mission, Texas 78573

International Materials
604 E. Fairview Dr.
Mission, Texas 78572

Frontera Materials
P.O. Box 1917
Weslaco, Texas 78596

Valley Caliche Products
P.O. Box 1086
Mission, Texas 78573

M & R Aggregates
7414 E. Highway 83
Rio Grande City, Texas 78582

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 15, 2008

CONSIDER AWARDING RFP #2008-08: PHYSICAL EXAMINATIONS FOR VOLUNTEER FIREFIGHTERS TO OCCUPATIONAL AND INDUSTRIAL HEALTH CENTER OF PHARR, TEXAS, IN THE AMOUNT OF $16,450.

****

STAFF COMMENTS AND RECOMMENDATIONS:

Request for proposal #2008-05: Physical Examinations for Volunteer Firefighters was opened on February 11, 2008 at 3:00 p.m. in the City Hall Conference Room, with only one bid received from Occupational & Industrial Health Center from Pharr, Texas. Dr. Lopez with Occupational & Industrial Health Center is qualified to perform the examinations under the National Fire Protection Association 1582. All procedures and tests are performed at the Pharr Office with the exception of stress tests and EKG's, which are referred to a heart specialist.

Staff recommends Occupational & Industrial Health Center be awarded the RFP #2008-08. Occupational & Industrial Health Center meets the guidelines of NFPA 1582 Standard on Medical Requirements for Fire Fighters and information for Fire Department physicians. Occupational & Industrial Health Center has an outstanding reputation with other fire departments who have utilized their services.

Staff has verified that Occupational & Industrial Health Center does not owe any monies to the City of Edinburg.

Funding is available in the Fiscal Year 2007 – 2008 General Operating Budget.

RECOMMENDATION:

AWARD RFP #2008-08: PHYSICAL EXAMINATIONS FOR VOLUNTEER FIREFIGHTERS TO OCCUPATIONAL AND INDUSTRIAL HEALTH CENTER OF PHARR, TEXAS, IN THE AMOUNT OF $16,450.

	REVIEWED BY: Director of Finance	**PREPARED BY:** Deputy Fire Chief
JUAN JOSE RODRIGUEZ, CITY MANAGER	ASCENCION ALONZO	UBALDO D. PEREZ

****

RECORD OF VOTE:

APPROVED: _____
DISAPPROVED: _____
TABLED: _____

Agustin G. Garcia	Noe Garza, P.E.	Joe Ochoa	Alma A. Garza	Gene Espinoza
Councilmember	Councilmember	Mayor	Mayor Pro-Tem	Councilmember

Occupational and Industrial Health Center
1106 W. Sam Houston
Pharr, Texas 78577
Ph: (956) 787-1975 * * Fax : (956) 787-1996

PROPOSAL

January 28, 2008

City Of Edinburg
C/O City Secretary
210 W. McIntyre Street
Edinburg, Texas 78540-1079

Re: RFP # 2008-08 Physical Examination for Volunteer Firefighters

As per your request we are submitting the following proposal for the listed services on RFP#2008-08.

1.- Physical Examination as per NFPA 1582 **without** PSA = $688.00 each

2.- Physical Examination as per NFPA 1582 **with** PSA = $726.00 each

Immunizations:

3.- Hep B = $60.00 per dose requiring three (3) doses = $180.00

4.- Tetanus Toxoid (one dose) = $ 30.00 each

Please note that our fees will remain as quoted until May 2008. After May 2008, fees from our laboratory and other suppliers will increase, and we will provide the requested services at a different/higher cost.

Thank you very much for considering our clinic for your medical needs, and as before we will work with your department on scheduling.

If any questions, please contact me.

Maria L. Lopez, R.N.
Office Manager

THE CITY OF
EDINBURG

COPY

REQUEST FOR PROPOSAL

RFP #2008-08 PHYSICAL EXAMINATIONS FOR VOLUNTEER FIREFIGHTERS

The City of Edinburg, Texas is soliciting sealed separate proposals for the above referenced as requested by the Volunteer Fire Department. The proposal shall be received no later than **3:00 p.m., Monday, February 11, 2008.** Any proposal received after the time set for opening will be returned to bidder unopened. Bidder(s) must provide an original and shall be addressed to:

CITY OF EDINBURG
C/O CITY SECRETARY
210 W. McINTYRE STREET
P.O. BOX 1079
EDINBURG, TEXAS 78540-1079

Proposals shall be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the proposal envelope with corresponding proposal number and title. All proposals will be opened and publicly read aloud at the above designated time at the City of Edinburg (City Hall) Conference Room located at 210 W. McIntyre Street, Edinburg, Texas. Proposals sent via facsimile shall not be accepted.

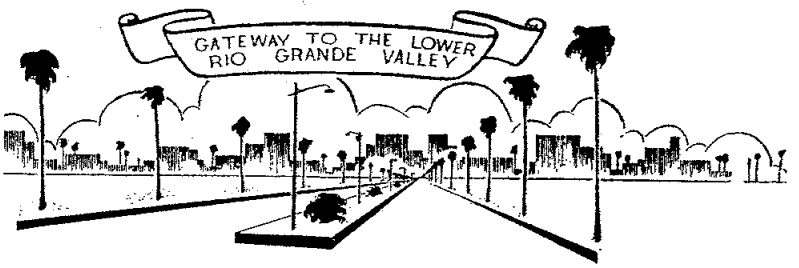
The City of Edinburg reserves the right to accept or reject proposals submitted, waive formalities in bidding, accept the proposal deemed most advantageous to the City of Edinburg, and to hold the proposals for a period of ninety (90) days without taking action thereon. Please direct your questions regarding the proposals to Mr. Ubaldo Perez, Deputy Fire Chief, at (956) 383-7691.

If you choose not to submit a proposal and would like to remain on the City of Edinburg bidder's list for future bids, you must respond in writing.

Sincerely,

Pedro Garza III, Purchasing Agent

Edinburg Volunteer
Fire Department
Edinburg, Texas



REQUEST FOR PROPOSAL
WELLNESS AND FITNESS PROGRAM

The Edinburg Volunteer Fire Department consists of 58 volunteer firefighters and 15 career firefighters. We responded to over 2000 emergency incidents in 2005, the average time spent servicing a call was 45 minutes.

Our job is to control and extinguish fires that threaten life and property and perform rescue. In doing our job we feel that our safety is the most important in order to serve our citizens adequately. The United State Fire Administration statistics indicate that in 2004, one hundred and fifteen (115) firefighters died in the line of duty. Thirty-four (34) were career firefighters and eighty-one (81) were volunteer firefighters. Studies show that half were due to non-traumatic deaths (i.e., heart attacks, strokes). There were fifty-five (55) deaths on duty due to heart attacks. Average age of firefighter's deaths is 51 years of age and average of firefighter's deaths due to heart attacks is 43.6 years of age. We want to prevent this fact in our department.

The Edinburg Volunteer Fire Department has acquired Federal Grant money for this specific situation. The funding is for a physical examination according to NFPA 1582 (attached), counseling on the results of the physical and immunizations according to NFPA 1582 (attached).

The program is as follows:

Initial Physical Exam:
21 Firefighters which would consist of PSA and Non-PSA exams.

Job related Immunization Program:
Immunizations – 7 Firefighters
Immunizations would be required for new members; Hep. "B", and Tetanus.

We need a price per firefighter, per service. Scheduling will be an important issue.

Our paid staff can be scheduled during business hours for the exams and other programs. Our volunteer firefighters are going to need special scheduling.

212 W. McIntyre Street • P.O. Box 1079 • Edinburg, TX 78540-1079 • (956) 383-7691 • (956) 383-5661 • Fax (956) 289-1853 • EDINBURGVOLFD.ORG

The volunteer firefighters have jobs that they need to work during the work week so after 6:00 p.m. and weekend appointments need to be an option. Counseling of the firefighters can be done on Monday night from 6 to 10 p.m. while the firefighters have their weekly training meeting. There will be facilities provided at the fire station for private consultation. Prescriptions can be prescribed at this time.

Thank you for showing an interest in providing a helpful and needed service to our firefighters.

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NFPA 1582

Standard on

Comprehensive Occupational Medical Program for Fire Departments

2007 Edition

This edition of NFPA 1582, *Standard on Comprehensive Occupational Medical Program for Fire Departments*, was prepared by the Technical Committee on Fire Service Occupational Safety and Health. It was issued by the Standards Council on July 28, 2006, with an effective date of August 17, 2006, and supersedes all previous editions.

This edition of NFPA 1582 was approved as an American National Standard on August 17, 2006.

Origin and Development of NFPA 1582

The initial mandatory medical requirements for candidates for fire fighter were in the 1974 edition of NFPA 1001, *Standard on Professional Qualifications for Fire Fighter*. When the first edition of NFPA 1500, *Standard on Fire Department Occupational Safety and Health Program*, was issued in 1987, it required all members engaged in emergency operation to be examined by a physician at least annually and suggested the medical examination be developed and administered by the fire department physician in recognition of the specific requirements of the members' activities.

In the late 1980s, members of the Technical Committee on Fire Fighter Professional Qualifications (responsible for NFPA 1001) and members of the Technical Committee on Fire Service Occupational Safety and Health (responsible for NFPA 1500) formed a working group to develop a new standard on medical requirements for fire fighters.

The first edition of NFPA 1582 was titled *Standard on Medical Requirements for Fire Fighters* and was issued in 1992 under the responsibility of the Fire Service Occupational Safety and Health Committee. A subsequent edition was issued in 1997. The 2000 edition was titled *Standard on Medical Requirements for Fire Fighters and Information for Fire Department Physicians*, in recognition of the increasing amount of guidance being provided in the document to persons serving as fire department physicians.

The title of the 2003 edition was changed to *Standard on Comprehensive Occupational Medical Program for Fire Departments*, to reflect a comprehensive occupational medical program. The document included references to the IAFC-IAFF Fire Service Joint Labor-Management Wellness-Fitness Initiative, and to NFPA 1583, *Standard on Health-Related Fitness Programs for Fire Fighters*. These two documents outline a health-related fitness program that is medically validated against NFPA 1582. The 2003 edition delineated between medical issues of a candidate seeking to become a fire fighter, and those of incumbents currently performing the tasks of fire fighting. The intent with incumbents with a medical condition is to rehabilitate them and only restrict them from performing those essential job tasks where their injury or illness would affect the safety of themselves or others on their crew.

In this edition, new requirements were added to both the chapter on medical evaluation for candidates and the chapter on specific evaluation of medical conditions in incumbents to allow persons with diabetes to enter the fire service or continue performing essential job tasks associated with fire fighting if they meet defined criteria. All the medical conditions that govern whether a person can become a fire fighter and the specific medical conditions in incumbents that affect their ability to perform certain essential job tasks were reviewed and updated, if appropriate, based on current medical research and knowledge.

Technical Committee on Fire Service Occupational Safety and Health

Glenn P. Benarick, *Chair*
Aiken, SC [U]
Rep. NFPA Fire Service Section

Murrey E. Loflin, *Secretary*
Virginia Beach Fire Department, VA [U]
(Alt. to G. P. Benarick)
Rep. NFPA Fire Service Section

Donald Aldridge, Lion Apparel, Inc., OH [M]
David J. Barillo, University of Florida College of Medicine, FL [SE]
Paul "Shon" Blake, City of Baytown Fire & Rescue Services, TX [E]
Rep. Industrial Emergency Response Working Group
Sandy Bogucki, Yale University Emergency Medicine, CT [SE]
Dennis R. Childress, Orange County Fire Authority, CA [U]
Rep. California State Firefighters Association
Dominic J. Colletti, Hale Products, Inc., PA [M]
Rep. Fire Apparatus Manufacturers Association
Thomas J. Cuff, Jr., Firemen's Association of the State of New York, NY [U]
I. David Daniels, Fulton County Fire Department, GA [E]
Rep. International Association of Fire Chiefs
Phil Eckhardt, Mine Safety Appliances Company, PA [M]
Rep. International Safety Equipment Association
Jodi A. Gabelmann, Cobb County Fire and Emergency Services, GA [L]
Rep. Women in the Fire Service, Incorporated
Tom Hillenbrand, Underwriters Laboratories Inc., IL [RT]
Jonathan D. Kipp, Primex3, NH [I]
Steve L. Kreis, City of Phoenix Fire Department, AZ [E]
Tamara DiAnda Lopes, Reno Fire Department, NV [U]
David A. Love, Jr., Volunteer Firemen's Insurance Services, Inc., PA [I]
George L. Maier, III, New York City Fire Department, NY [U]
Stephen E. Norris, United Firefighters of Los Angeles City, CA [L]
Richard S. Pike, Wantagh Fire District, AZ [U]
Rep. Association of Fire Districts/State of New York
David J. Prezant, New York City Fire Department, NY [E]
Joseph W. Rivera, U.S. Air Force, FL [U]
Mario D. Rueda, Los Angeles City Fire Department, CA [U]
Daniel G. Samo, ENH - OMEGA, IL [SE]
Charles C. Soros, Fire Department Safety Officers Association, WA [E]
Donald F. Stewart, Medocracy Inc./Fairfax County Fire and Rescue, VA [E]
Philip C. Stittleburg, LaFarge Fire Department, WI [U]
Rep. National Volunteer Fire Council
Clifford H. Turen, University of Maryland Orthopaedics, MD [SE]
Teresa Wann, Santa Ana College, CA [SE]
Don N. Whittaker, U.S. Department of Energy, ID [E]
Hugh E. Wood, U.S. Department of Homeland Security, MD [SE]
Kim D. Zagaris, State of California, CA [E]

Alternates

Janice C. Bradley, International Safety Equipment Association, VA [M]
(Alt. to P. Eckhardt)
Niles R. Ford, Fulton County Fire Department, GA [E]
(Alt. to I. D. Daniels)
Craig A. Fry, Los Angeles City Fire Department, CA [U]
(Alt. to M. D. Rueda)
John Granby, Lion Apparel, Inc., OH [M]
(Alt. to D. Aldridge)
Gordon W. Harris, Jr., Elkhart Brass Manufacturing Company Inc., CT [M]
(Alt. to D. J. Colletti)
Allen S. Hay, Fire Department City of New York, NY [U]
(Alt. to G. L. Maier, III)
Thomas Healy, Daisy Mountain Fire District, AZ [E]
(Alt. to S. L. Kreis)
James Johannessen, Underwriters Laboratories Inc., PA [RT]
(Alt. to T. Hillenbrand)
Sandra S. Kirkwood, Las Vegas Fire/Rescue Department, NV [SE]
(Alt. to T. Wann)
Denis M. Murphy, Nassau County Fire Service Academy, NY [U]
(Alt. to R. S. Pike)
Gary L. Neilson, Reno Fire Department, NV [U]
(Alt. to T. D. Lopes)
Cathleen S. Orchard, Monterey Park Fire Department, CA [L]
(Alt. to J. A. Gabelmann)
David Ross, Toronto Fire Services, Canada [E]
(Alt. to C. C. Soros)
Thomas J. Ryan, U.S. Air Force, FL [U]
(Alt. to J. W. Rivera)
Michael W. Smith, Nevada Division of Forestry, NV [U]
(Alt. to P. C. Stittleburg)
Michael L. Young, Volunteer Firemen's Insurance Services, Inc., PA [I]
(Alt. to D. A. Love, Jr.)

Nonvoting

Matthew I. Chibbaro, U.S. Department of Labor, DC [E]
Thomas R. Hales, U.S. Department of Health & Human Services, OH [RT]
Robert B. Bell, U.S. Department of Labor, DC [E]
(Alt. to M. I. Chibbaro)
Mark E. McFall, U.S. Department of Health & Human Services, WV [RT]
(Alt. to T. R. Hales)

Carl E. Peterson, NFPA Staff Liaison

This list represents the membership at the time the Committee was balloted on the final text of this edition. Since that time, changes in the membership may have occurred. A key to classifications is found at the back of the document.

NOTE: Membership on a committee shall not in and of itself constitute an endorsement of the Association or any document developed by the committee on which the member serves.

Committee Scope: This Committee shall have primary responsibility for documents on occupational safety and health in the working environment of the fire service. The Committee shall also have responsibility for documents related to medical requirements for fire fighters.

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NFPA 1582

Standard on

Comprehensive Occupational Medical Program for Fire Departments

2007 Edition

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NOTICE: An asterisk (*) following the number or letter designating a paragraph indicates that explanatory material on the paragraph can be found in Annex A.

A reference in brackets [ ] following a section or paragraph indicates material that has been extracted from another NFPA document. As an aid to the user, the complete title and edition of the source documents for extracts in mandatory sections of the document are given in Chapter 2 and those for extracts in informational sections are given in Annex D. Editorial changes to extracted material consist of revising references to an appropriate division in this document or the inclusion of the document number with the division number when the reference is to the original document. Requests for interpretations or revisions of extracted text shall be sent to the technical committee responsible for the source document.

Information on referenced publications can be found in Chapter 2 and Annex D.

Chapter 1 Administration

1.1 Scope. This standard contains descriptive requirements for a comprehensive occupational medical program for fire departments.

1.1.1* The medical requirements in this standard are applicable to fire department candidates and members whose job descriptions as defined by the authority having jurisdiction (AHJ) are outlined in NFPA 1001, *Standard for Fire Fighter Professional Qualifications*; NFPA 1002, *Standard for Fire Apparatus Driver/Operator Professional Qualifications*; NFPA 1003, *Standard for Airport Fire Fighter Professional Qualifications*; NFPA 1006, *Standard for Rescue Technician Professional Qualifications*; NFPA 1021, *Standard for Fire Officer Professional Qualifications*; and NFPA 1051, *Standard for Wildland Fire Fighter Professional Qualifications*.

1.1.2 This standard provides information for physicians and other health care providers responsible for fire department occupational medical programs.

1.1.3 These requirements are applicable to public, governmental, military, private, and industrial fire department organizations providing rescue, fire suppression, emergency medical services, hazardous materials mitigation, special operations, and other emergency services.

1.1.4 This standard shall not apply to industrial fire brigades that also can be known as emergency brigades, emergency response teams, fire teams, plant emergency organizations, or mine emergency response teams.

1.2 Purpose. The purpose of this standard is to outline an occupational medical program that, when implemented in a fire department, will reduce the risk and burden of fire service occupational morbidity and mortality while improving the health, and thus the safety and effectiveness, of fire fighters operating to protect civilian life and property.

1.2.1 Accordingly, the standard specifies the following information:

(1) Minimal medical requirements for candidates as delineated in Chapter 6
(2) Occupational medical and fitness evaluations for members as delineated in Chapters 7 and 8
(3) Information regarding fire department activities and essential job tasks that assist the department physician in providing proper medical support for members
(4) Methods and types of data that must be collected to sustain comprehensive occupational medical programs for fire departments

1.2.2* The implementation of the medical requirements outlined in this standard ensures that candidates and current members are medically capable of performing their required duties and will reduce the risk of occupational injuries and illnesses.

1.2.3 Nothing herein is intended to restrict any jurisdiction from exceeding these minimum requirements.

1.3 Implementation.

1.3.1 For candidates, the medical requirements of this standard shall be implemented when this standard is adopted by an AHJ on an effective date specified by the AHJ.

1.3.2* When this standard is adopted by a jurisdiction, date(s) shall be set for members to achieve compliance by establishing a phase-in schedule for compliance with specific requirements, if needed.

1.3.3* The fire department risk management plan as described in NFPA 1500, *Standard on Fire Department Occupational Safety and Health Program*, shall include implementation of a comprehensive occupational medical program that is compliant with this standard.

Chapter 2 Referenced Publications

2.1 General. The documents or portions thereof listed in this chapter are referenced within this standard and shall be considered part of the requirements of this document.

2.2 NFPA Publications. National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169-7471.

NFPA 1001, *Standard for Fire Fighter Professional Qualifications*, 2002 edition.

NFPA 1002, *Standard for Fire Apparatus Driver/Operator Professional Qualifications*, 2003 edition.

NFPA 1003, *Standard for Airport Fire Fighter Professional Qualifications*, 2005 edition.

NFPA 1006, *Standard for Rescue Technician Professional Qualifications*, 2003 edition.

NFPA 1021, *Standard for Fire Officer Professional Qualifications*, 2003 edition.

NFPA 1051, *Standard for Wildland Fire Fighter Professional Qualifications*, 2002 edition.

NFPA 1500, *Standard on Fire Department Occupational Safety and Health Program*, 2007 edition.

NFPA 1561, *Standard on Emergency Services Incident Management System*, 2005 edition.

NFPA 1581, *Standard on Fire Department Infection Control Program*, 2005 edition.

NFPA 1583, *Standard on Health-Related Fitness Programs for Fire Fighters*, 2000 edition.

2.3 Other Publications.

2.3.1 ANSI Publications. American National Standards Institute, Inc., 25 West 43rd Street, 4th Floor, New York, NY 10036.

ANSI Z24.5, *Audiometric Device Testing*, 1951.

2.3.2 CDC Publications. Centers for Disease Control and Prevention, 1600 Clifton Road, Atlanta, GA 30333.

"Measles, Mumps, and Rubella — Vaccine Use and Strategies for Elimination of Measles, Rubella, and Congenital Rubella Syndrome and Control of Mumps: Recommendations of the Advisory Committee on Immunization Practices (ACIP)," *Morbidity and Mortality Weekly Report*, May 19, 1998, 47 (No. RR-8): 1-57.

"Poliomyelitis Prevention in the United States: Updated Recommendations of the Advisory Committee on Immunization Practices (ACIP)," *Morbidity and Mortality Weekly Report*, May 19, 2000, 49 (No. RR-5): 1-22.

2.3.3 Spirometry Publications.

American College of Occupational and Environmental Medicine Position Statement on Occupational Spirometry in the Occupational Setting. Townsend, M. C., and the Occupational and Environmental Lung Disorder Committee. *J Occup Envir Med*, 42(2000):228–245.

American Thoracic Society. "Standardization of spirometry." *Am J Respir Crit Care Med*, 152(1994):1107–1136.

Knudson R. J., M. D. Lebowitz, C. J Holberg, and B Burrows. 1983. "Changes in the normal maximal expiratory flow-volume curve with growth and aging." *Am Rev Respir Dis*, 127:725–734.

2.3.4 U.S. Government Publications. U.S. Government Printing Office, Washington, DC 20402.

Title 29, Code of Federal Regulations, Part 1910.95, "Occupational noise exposure," 1996.

Title 29, Code of Federal Regulations, Part 1910.120, "Hazardous waste operations and emergency response," 2002.

Title 29, Code of Federal Regulations, Part 1910.134, "Respiratory protection," 1998.

Title 29, Code of Federal Regulations, Part 1910.1020, "Access to employee exposure and medical records," 1996.

Title 29, Code of Federal Regulations, Part 1910.1030, "Bloodborne pathogens," 2001.

U.S. Dept. HHS, NIH, NHLBI, NIH Publications #02–5074, *Guidelines for the Diagnosis and Management of Asthma*, June 2003.

2.3.5 Other Publications.

International Council of Ophthalmology, "International Clinical Diabetic Retinopathy Disease Severity Scale," San Francisco, CA, October 2002, http://www.icoph.org/standards/pdrdetail.html.

Merriam-Webster's Collegiate Dictionary, 11th edition, Merriam-Webster, Inc., Springfield, MA, 2003.

2.4 References for Extracts in Mandatory Sections.

NFPA 1500, *Standard on Fire Department Occupational Safety and Health Program*, 2007 edition.

Chapter 3 Definitions

3.1 General. The definitions contained in this chapter shall apply to the terms used in this standard. Where terms are not defined in this chapter or within another chapter, they shall be defined using their ordinarily accepted meanings within the context in which they are used. *Merriam-Webster's Collegiate Dictionary*, 11th edition, shall be the source for the ordinarily accepted meaning.

3.2 NFPA Official Definitions.

3.2.1* Approved. Acceptable to the authority having jurisdiction.

3.2.2* Authority Having Jurisdiction (AHJ). An organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure.

3.2.3 Shall. Indicates a mandatory requirement.

3.2.4 Should. Indicates a recommendation or that which is advised but not required.

3.3 General Definitions.

3.3.1* Candidate. A person who has submitted an application to become a member of the fire department. **[1500, 2007]**

3.3.2 Category A Medical Condition. See 3.3.13.1.

3.3.3 Category B Medical Condition. See 3.3.13.2.

3.3.4 Emergency Medical Services. The provision of treatment, such as first aid, cardiopulmonary resuscitation, basic life support, advanced life support, and other pre-hospital procedures including ambulance transportation to patients. **[1500, 2007]**

3.3.5 Essential Job Task. Task or assigned duty that is critical to successful performance of the job. *(See Chapter 5 and Section 9.1.)*

3.3.6 Evaluation. See 3.3.14, Medical Evaluation.

3.3.7 Fire Department Physician. A licensed doctor of medicine or osteopathy who has been designated by the fire department to provide professional expertise in the areas of occupational safety and health as they relate to emergency services.

3.3.8 Functional Capacity Evaluation. An assessment of the correlation between that individual's capabilities and the essential job tasks.

3.3.9 Health and Fitness Coordinator. A person who, under the supervision of the fire department physician, has been designated by the department to coordinate and be responsible for the health and fitness programs of the department.

3.3.10 Health and Safety Committee. A representative group of individuals who serve along with the fire department physician and health and fitness coordinator, and is chaired by the fire department health and safety officer, who oversee the implementation of the fire department occupational safety and health program.

3.3.11 Health and Safety Officer. The member of the fire department assigned and authorized by the fire chief as the manager of the safety and health program. **[1500, 2007]**

3.3.12 Infection Control Program. The fire department's formal policy and implementation of procedures relating to the control of infectious and communicable disease hazards where employees, patients, or the general public could be exposed to blood, body fluids, or other potentially infectious materials in the fire department work environment. [1500, 2007]

3.3.13 Medical Condition Classifications.

3.3.13.1 *Category A Medical Condition.* A medical condition that would preclude a person from performing as a member in a training or emergency operational environment by presenting a significant risk to the safety and health of the person or others.

3.3.13.2 *Category B Medical Condition.* A medical condition that, based on its severity or degree, could preclude a person from performing as a member in a training or emergency operational environment by presenting a significant risk to the safety and health of the person or others.

3.3.14 Medical Evaluation. The analysis of information for the purpose of making a determination of medical certification. Medical evaluation includes a medical examination.

3.3.15 Medical Examination. An examination performed or directed by the fire department physician.

3.3.16 Medically Certified. A determination by the fire department physician that the candidate or current member meets the medical requirements of this standard.

3.3.17* Member. A person involved in performing the duties and responsibilities of a fire department under the auspices of the organization. [1500, 2007]

3.3.18 Occupational Safety and Health Program. An occupation specific program, implemented to reduce the risks associated with the occupation, that outlines the components of a program and the roles and responsibilities of the fire department and its members.

Chapter 4 Roles and Responsibilities

4.1 Fire Department Responsibilities.

4.1.1 The fire department shall establish a comprehensive occupational medical program that includes medical evaluations for candidates and members. *(See Annex B.)*

4.1.2 The medical evaluations and any additional medical tests ordered by the fire department physician shall be provided at no cost to the members.

4.1.2.1* This obligation shall not extend to medical tests beyond the basic medical evaluation for candidates.

4.1.3 The fire department shall have an officially designated physician who shall be responsible for guiding, directing, and advising the members with regard to their health, fitness, and suitability for duty as required by NFPA 1500, *Standard on Fire Department Occupational Safety and Health Program.*

4.1.4* The fire department shall ensure that the fire department physician is a licensed doctor of medicine or osteopathy who has completed residency training in an accredited medical training program and/or is American Boards of Medical Specialties (ABMS) or American Osteopathic Association (AOA) board certified or international equivalent.

4.1.5 The fire department shall provide the fire department physician with a fire service overview, current job descriptions, and the essential job tasks required for all fire department positions and ranks.

4.1.6 The fire department shall provide the fire department physician with the department's organizational statement that outlines types and levels of services provided by the department, in accordance with NFPA 1500.

4.1.7* The types and levels of services provided by the fire department shall dictate for candidates and members the essential job tasks that pertain to its members and shall therefore be correlated to the medical requirements outlined in this standard.

4.1.8 For the purpose of conducting medical evaluations, the fire department shall assist the fire department physician to understand the physiological and psychological demands placed on members as well as the environmental conditions under which they must perform and the personal protective equipment (PPE) they must wear during various types of emergency operations.

4.1.9 The fire department shall ensure member access to evaluation by medical specialists, medical and/or surgical treatment, rehabilitation, and any other intervention prescribed by a medical provider, in consultation with the fire department physician, following an injury or illness resulting from a member's participation in fire department functions.

4.1.10 The fire department shall require that the fire department health and safety officer and the health and fitness coordinator maintain a liaison relationship with the fire department physician to ensure that all aspects of the comprehensive occupational medical program are actively engaged.

4.1.11 The fire department shall ensure employee privacy and confidentiality regarding medical conditions identified during the medical evaluation except as required by law.

4.1.12 Where possible, the fire department shall provide alternate duty position for members when the fire department physician recommends temporary work restrictions.

4.1.13 Medical Record Keeping.

4.1.13.1* The fire department comprehensive occupational medical program shall include collection and maintenance of a confidential medical and health information system for members.

4.1.13.2 All medical record keeping shall comply with the requirements of 29 CFR 1910.1020, "Access to employee exposure and medical records," and other applicable regulations and laws.

4.1.14 The provisions of 4.1.13 shall apply to all health and medical records regarding individual members and to all methods of communicating or transferring the information contained in these records, including written, oral, electronic, and any other means of communication.

4.2 Fire Department Physician Responsibilities.

4.2.1 The fire department physician shall fulfill the following responsibilities:

(1) Understand the physiological, psychological, and environmental demands placed on fire fighters
(2) Evaluate fire department candidates and members to identify medical conditions that could affect their ability to safely respond to and participate in emergency operations

(3) Utilize the essential job task descriptions supplied by the fire department to determine a candidate's or a member's medical certification
(4) Identify and report the presence of Category A or disqualifying Category B medical conditions if present in candidates
(5) Inform the fire chief or his/her designee whether or not the candidate or current member is medically certified to safely perform the essential job tasks
(6) Report the results of the medical evaluation to the candidate or current member, including any medical condition(s) identified during the medical evaluation, and the recommendation as to whether the candidate or current member is medically certified to safely perform the essential job tasks
(7) Forward copies of any abnormal results along with patient instructions regarding primary care follow-up to candidates or current members who were instructed to seek (as appropriate) medical follow-up to address any medical conditions, or lab abnormalities, identified during the medical evaluation
(8) Review results of the annual occupational fitness evaluation as described in Chapter 8
(9) Provide or arrange for a prescriptive rehabilitation and/or fitness program when indicated to aid a member's recovery from illness or injury and enhance his/her ability to safely perform essential job tasks

4.2.2 When medical evaluations are conducted by a physician or medical provider other than the fire department physician, the evaluation shall be reviewed and approved by the fire department physician.

4.2.3 The fire department physician shall review individual medical evaluations and aggregate data from member evaluations in order to detect evidence of occupational exposure(s) or clusters of occupational disease.

4.2.4 The fire department physician shall be a member of the Fire Department Occupational Safety and Health Committee chaired by the health and safety officer as required by NFPA 1500.

4.2.5 The fire department physician shall provide medical supervision for the fire department fitness, return-to-duty rehabilitation, and physical conditioning programs as required by NFPA 1583, *Standard on Health-Related Fitness Programs for Fire Fighters.*

4.2.6* The fire department physician shall ensure adequate on-scene medical support at the incident scene rehabilitation sector for members during emergency operations as required by NFPA 1500 and NFPA 1561, *Standard on Emergency Services Incident Management System.*

4.2.7 The fire department physician shall provide supervision for the fire department infection control program as required by NFPA 1581, *Standard on Fire Department Infection Control Program.*

4.3 Candidate and Member Responsibilities. Each candidate or member shall adhere to the following requirements:

(1) Cooperate, participate, and comply with the medical evaluation process
(2) Provide complete and accurate information to the fire department physician and other authorized medical care provider(s)
(3) Report any occupational exposure such as exposure to hazardous materials or toxic substances and exposure to infectious or contagious diseases
(4) Report to the fire department physician any medical condition that could interfere with the ability of the individual to safely perform essential job tasks, such as illness or injury, use of prescription or nonprescription drugs, and pregnancy

4.4 Confidentiality of Medical Information.

4.4.1* Specific information concerning medical diagnosis shall be released by the fire department physician only with written permission from the candidate or member.

4.4.2 No fire department supervisor or manager shall have access to medical records without the express written consent of the member.

4.4.3 When specific medical information is needed by a fire department manager to make a decision about placement, return to work, and so forth, written consent shall be obtained from the member to release the specific medical information necessary for that decision.

Chapter 5 Essential Job Tasks

5.1 Essential Job Tasks and Descriptions.

5.1.1 The fire department shall evaluate the following 13 essential job tasks against the types and levels of emergency services provided to the local community by the fire department, the types of structures and occupancies comprising the community, and the configuration of the fire department to determine the essential job tasks of fire department members and candidates:

(1)*Performing fire-fighting tasks (e.g., hoseline operations, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions while wearing personal protective ensembles and self-contained breathing apparatus (SCBA), including working in extremely hot or cold environments for prolonged time periods
(2) Wearing an SCBA, which includes a demand valve–type positive-pressure facepiece or HEPA filter masks, which requires the ability to tolerate increased respiratory workloads
(3) Exposure to toxic fumes, irritants, particulates, biological (infectious) and nonbiological hazards, and/or heated gases, despite the use of personal protective ensembles and SCBA
(4) Depending on the local jurisdiction, climbing six or more flights of stairs while wearing fire protective ensemble weighing at least 50 lb (22.6 kg) or more and carrying equipment/tools weighing an additional 20 to 40 lb (9 to 18 kg)
(5) Wearing fire protective ensemble that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2°F (39°C)
(6) Searching, finding, and rescue-dragging or carrying victims ranging from newborns up to adults weighing over 200 lb (90 kg) to safety despite hazardous conditions and low visibility
(7) Advancing water-filled hoselines up to 2½ in. (65 mm) in diameter from fire apparatus to occupancy [approximately 150 ft (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles

(8) Climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces, and operating in proximity to electrical power lines and/or other hazards
(9) Unpredictable emergency requirements for prolonged periods of extreme physical exertion without benefit of warm-up, scheduled rest periods, meals, access to medication(s), or hydration
(10) Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens
(11) Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces, that is further aggravated by fatigue, flashing lights, sirens, and other distractions
(12) Ability to communicate (give and comprehend verbal orders) while wearing personal protective ensembles and SCBA under conditions of high background noise, poor visibility, and drenching from hoselines and/or fixed protection systems (sprinklers)
(13) Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to civilians or other team members

5.1.2 The fire department physician shall consider the physical, physiological, intellectual, and psychological demands of the occupation when evaluating the candidate's or member's ability to perform the essential job tasks.

5.1.3 Medical requirements for candidates and members shall be correlated with the essential job tasks as determined by 5.1.1.

5.1.4 The fire department shall provide the fire department physician with the list of essential job tasks to be used in the medical evaluation of members and candidates.

5.2 Essential Job Tasks for Specialized Teams.

5.2.1 If the fire department operates specialized teams such as hazardous materials units, self-contained underwater breathing apparatus (SCUBA) teams, technical rescue teams, emergency medical services (EMS) teams, or units supporting tactical law enforcement operations, the fire department shall identify for each team it operates additional essential job tasks not specified in 5.1.1(1) through 5.1.1(13) that would apply to the members of that team.

5.2.2 The fire department shall provide the fire department physician with the list of essential job tasks specific to each specialized team.

5.2.3 When performing the medical evaluation of members of a specialized team, the fire department physician shall consider the following:

(1) Additional medical and/or physical requirements that are related to the job tasks being performed by the team that are not enumerated in this standard
(2) The impact on the member of having to wear or utilize specialized personal protective equipment (PPE) that can increase weight, environmental isolation, sensory deprivation, and/or dehydration potential above levels experienced with standard fire suppression PPE

Chapter 6 Medical Evaluations of Candidates

6.1 Medical Evaluation. A medical evaluation of a candidate shall be conducted prior to the candidate being placed in training programs or fire department emergency response activities.

6.1.1* The medical evaluation of a candidate shall include a medical history, examination, and any laboratory tests required to detect physical or medical condition(s) that could adversely affect his/her ability to safely perform the essential job tasks outlined in 5.1.1.

6.1.2 If a candidate presents with a condition that temporarily interferes with his/her ability to safely perform essential job tasks, the pre-placement medical evaluation shall be postponed until the candidate has recovered from that condition.

6.2 Medical Conditions Affecting Ability to Safely Perform Essential Job Tasks.

6.2.1 Medical conditions that can affect a candidate's ability to safely perform essential job tasks shall be designated either Category A or Category B.

6.2.2 Candidates with Category A medical conditions shall not be certified as meeting the medical requirements of this standard.

6.2.3 Candidates with Category B medical conditions shall be certified as meeting the medical requirements of this standard only if they can perform the essential job tasks without posing a significant safety and health risk to themselves, members, or civilians.

6.3 Head and Neck.

6.3.1 Head.

6.3.1.1 Category A medical conditions shall include the following:

(1) Defect of skull preventing helmet use or leaving underlying brain unprotected from trauma
(2) Any skull or facial deformity that would not allow for a successful respiratory facepiece fit test
(3) Any head condition that results in the candidate not being able to safely perform one or more of the essential job tasks

6.3.1.2 Category B medical conditions shall include the following:

(1)*Deformities of the skull such as depressions or exostoses
(2)*Deformities of the skull associated with evidence of disease of the brain, spinal cord, or peripheral nerves
(3)*Loss or congenital absence of the bony substance of the skull

6.3.2 Neck.

6.3.2.1 Category A medical conditions shall include any neck condition that results in the candidate not being able to safely perform one or more of the essential job tasks.

6.3.2.2 Category B medical conditions shall include the following:

(1)*Thoracic outlet syndrome
(2)*Congenital cysts, chronic draining fistulas, or similar lesions
(3)*Contraction of neck muscles

6.4 Eyes and Vision.

6.4.1 Category A medical conditions shall include the following:

(1)*Far visual acuity less than 20/40 binocular, corrected with contact lenses or spectacles, or far visual acuity less than 20/100 binocular for wearers of hard contacts or spectacles, uncorrected
(2)*Color perception — monochromatic vision resulting in inability to use imaging devices such as thermal imaging cameras

(3)*Monocular vision
(4) Any eye condition that results in the candidate not being able to safely perform one or more of the essential job tasks

6.4.2 Category B medical conditions shall include the following:

(1)*Diseases of the eye such as retinal detachment, progressive retinopathy, or optic neuritis
(2)*Ophthalmological procedures such as radial keratotomy, Lasik procedure, or repair of retinal detachment
(3) Peripheral vision in the horizontal meridian of less than 110 degrees in the better eye or any condition that significantly affects peripheral vision in *both* eyes

6.5* Ears and Hearing.

6.5.1 Category A medical conditions shall include the following:

(1) Chronic vertigo or impaired balance as demonstrated by the inability to tandem gait walk
(2) On audiometric testing, average hearing loss in the unaided better ear greater than 40 decibels (dB) at 500 Hz, 1000 Hz, 2000 Hz, and 3000 Hz when the audiometric device is calibrated to ANSI Z24.5, *Audiometric Device Testing*
(3) Any ear condition (or hearing impairment) that results in the candidate not being able to safely perform one or more of the essential job tasks

6.5.2 Category B medical conditions shall include the following:

(1)*Unequal hearing loss
(2) Average uncorrected hearing deficit at the test frequencies 500 Hz, 1000 Hz, 2000 Hz, and 3000 Hz greater than 40 dB in *either* ear
(3) Atresia, stenosis, or tumor of the auditory canal
(4)*External otitis
(5)*Agenesis or traumatic deformity of the auricle
(6)*Mastoiditis or surgical deformity of the mastoid
(7)*Ménière's syndrome, labyrinthitis, or tinnitus
(8)*Otitis media

6.6 Dental.

6.6.1 Category A medical conditions shall include any dental condition that results in inability to safely perform one or more of the essential job tasks.

6.6.2 Category B medical conditions shall include the following:

(1)*Diseases of the jaws or associated tissues
(2)*Orthodontic appliances
(3)*Oral tissues, extensive loss
(4)*Relationship between the mandible and maxilla that interferes with satisfactory postorthodontic replacement or ability to use protective equipment

6.7 Nose, Oropharynx, Trachea, Esophagus, and Larynx.

6.7.1 Category A medical conditions shall include the following:

(1)*Tracheostomy
(2)*Aphonia
(3) Any nasal, oropharyngeal, tracheal, esophageal, or laryngeal condition that results in inability to safely perform one or more of the essential job tasks including fit testing for respirators such as N-95 for medical response, P-100 for particulates and certain vapors, and SCBA for fire and hazmat operations

6.7.2 Category B medical conditions shall include the following:

(1)*Congenital or acquired deformity
(2)*Allergic rhinitis
(3) Epistaxis, recurrent
(4)*Sinusitis, recurrent
(5)*Dysphonia
(6) Anosmia
(7) Tracheal stenosis
(8) Nasopharyngeal polyposis

6.8 Lungs and Chest Wall.

6.8.1 Category A medical conditions shall include the following:

(1) Active hemoptysis
(2) Current empyema
(3) Pulmonary hypertension
(4) Active tuberculosis
(5) An FVC or FEV_1 less than 70 percent predicted independent of disease as it prevents the safe use of SCBA due to increased minute ventilation requirements leading to the earlier than expected depletion of air in the SCBA cylinder
(6)*Obstructive lung diseases (e.g., emphysema, chronic bronchitis, asthma) with an FEV_1/FVC less than 0.75, with both FEV_1 and FVC below normal (less than 0.80) as defined by the American Thoracic Society *(see references in Annex D)*
(7)*Hypoxemia — oxygen saturation less than 90 percent at rest or exercise desaturation by 4 percent or to less than 90 percent (exercise testing indicated when resting oxygen is less than 94 percent but greater than 90 percent)
(8)*Asthma — reactive airways disease requiring bronchodilator or corticosteroid therapy for 2 or more consecutive months in the previous 2 years, unless the candidate can meet the requirement in 6.8.1.1
(9) Any pulmonary condition that results in the candidate not being able to safely perform one or more of the essential job tasks

6.8.1.1* A candidate who has in the past required bronchodilator, corticosteroid, or anti-inflammatory therapy for asthma but who does not believe he/she has asthma shall be evaluated by a pulmonologist or other expert in asthmatic lung diseases such as an allergist to determine the following:

(1) Asthma has resolved without symptoms off medications for 2 years.
(2) If allergic, allergen avoidance or desensitization has been successful.
(3) Spirometry demonstrates adequate reserve (FVC and FEV_1 greater than or equal to 90 percent) and no bronchodilator response measured off all bronchodilators on the day of testing.
(4) Normal or negative response (less than 20 percent decline in FEV_1) to provocative challenge using cold air, exercise (12 METS), or methacholine. (PC_{20} greater than 8 is considered normal, as response at dose greater than 8 mg might not be clinically significant.)

6.8.1.1.1 Challenge testing shall be performed off all anti-inflammatory medications for 4 weeks preceding the test and off all bronchodilators on the day of testing.

6.8.2 Category B medical conditions shall include the following:

(1)*Pulmonary resectional surgery, chest wall surgery, and pneumothorax
(2) Pleural effusion
(3)*Fibrothorax, chest wall deformity, and diaphragm abnormalities
(4)*Interstitial lung diseases
(5)*Pulmonary vascular diseases or history of pulmonary embolism

(6)*Bronchiectasis
(7) Infectious diseases of the lung or pleural space
(8) Cystic fibrosis
(9) Central or obstructive apnea

6.9 Heart and Vascular System.

6.9.1 Heart.

6.9.1.1 Category A medical conditions shall include the following:

(1)*Coronary artery disease, including history of myocardial infarction, angina pectoris, coronary artery bypass surgery, coronary angioplasty, and similar procedures
(2)*Cardiomyopathy or congestive heart failure, including signs or symptoms of compromised left or right ventricular function, including dyspnea, S3 gallop, peripheral edema, enlarged ventricle, abnormal ejection fraction, and/or inability to increase cardiac output with exercise
(3)*Acute pericarditis, endocarditis, or myocarditis
(4)*Syncope, recurrent
(5)*A medical condition requiring an automatic implantable cardiac defibrillator or history of ventricular tachycardia or ventricular fibrillation due to ischemic or valvular heart disease, or cardiomyopathy
(6) Third-degree atrioventricular block
(7)*Cardiac pacemaker
(8) Idiopathic hypertrophic subaortic stenosis
(9) Any cardiac condition that results in the candidate not being able to safely perform one or more of the essential job tasks

6.9.1.2 Category B medical conditions shall include the following:

(1)*Valvular lesions of the heart, including prosthetic valves
(2)*Recurrent supraventricular or atrial tachycardia, flutter, or fibrillation
(3)*Left bundle branch block
(4) Second-degree atrioventricular block in the absence of structural heart disease
(5) Sinus pause more than 3 seconds
(6)*Ventricular arrhythmia (history or presence of multifocal PVCs or nonsustained ventricular tachycardia on resting EKG with or without symptoms; history or presence of sustained ventricular tachycardia with or without symptoms)
(7)*Cardiac hypertrophy or hypertrophic cardiomyopathy
(8)*History of a congenital abnormality
(9)*Chronic pericarditis, endocarditis, or myocarditis

6.9.2 Vascular System.

6.9.2.1 Category A medical conditions shall include the following:

(1)*Hypertension with evidence of end organ damage or not controlled by approved medications
(2)*Thoracic or abdominal aortic aneurysm
(3) Carotid artery stenosis or obstruction resulting in greater than or equal to 50 percent reduction in blood flow
(4)*Peripheral vascular disease resulting in symptomatic claudication
(5) Any other vascular condition that results in inability to safely perform one or more of the essential job tasks

6.9.2.2 Category B medical conditions shall include the following:

(1) Vasospastic phenomena such as Raynaud's phenomenon
(2)*Thrombophlebitis and varicosities
(3)*Chronic lymphedema due to lymphadenopathy or venous valvular incompetency
(4)*Congenital or acquired lesions of the aorta or major vessels
(5)*Circulatory instability as indicated by orthostatic hypotension, persistent tachycardia, and peripheral vasomotor disturbances
(6) History of surgical repair of aneurysm of the heart or major vessel

6.10 Abdominal Organs and Gastrointestinal System.

6.10.1 Category A medical conditions shall include the following:

(1) Presence of uncorrected inguinal/femoral hernia regardless of symptoms
(2) Any gastrointestinal condition that results in the candidate not being able to safely perform one or more of the essential job tasks

6.10.2 Category B medical conditions shall include the following:

(1)*Cholecystitis
(2)*Gastritis
(3)*GI bleeding
(4)*Acute hepatitis
(5) Hernia including the following:
  (a) Uncorrected umbilical, ventral, or incisional hernia if significant risk exists for infection or strangulation
  (b) Significant symptomatic hiatal hernia if associated with asthma, recurrent pneumonia, chronic pain, or chronic ulcers
  (c)*Surgically corrected hernia more than 3 months after surgical correction
(6)*Inflammatory bowel disease or irritable bowel syndrome
(7)*Intestinal obstruction
(8)*Pancreatitis
(9) Diverticulitis
(10)*History of gastrointestinal surgery
(11)*Peptic or duodenal ulcer or Zollinger-Ellison syndrome
(12)*Asplenia
(13)*Cirrhosis, hepatic or biliary
(14)*Chronic active hepatitis

6.11 Reproductive System. See B.1.2.1.

6.11.1 Category A medical conditions shall include any genital condition that results in inability to safely perform one or more of the essential job tasks.

6.11.2 Category B medical conditions shall include the following:

(1) Pregnancy, for its duration
(2) Dysmenorrhea
(3) Endometriosis, ovarian cysts, or other gynecologic conditions
(4) Testicular or epididymal mass

6.12 Urinary System.

6.12.1 Category A medical conditions shall include the following:

(1) Renal failure or insufficiency requiring continuous ambulatory peritoneal dialysis (CAPD) or hemodialysis
(2) Any urinary condition that results in the candidate not being able to safely perform one or more of the essential job tasks

6.12.2 Category B medical conditions shall include the following:

(1) Diseases of the kidney
(2) Diseases of the ureter, bladder, or prostate

6.13 Spine and Axial Skeleton.

6.13.1 Category A medical conditions shall include the following:

(1) Scoliosis of thoracic or lumbar spine with angle greater than or equal to 40 degrees
(2) History of spinal surgery involving fusion of two or more vertebrae, or rods that are still in place
(3) Any spinal or skeletal condition producing sensory or motor deficit(s) or pain due to radiculopathy or nerve root compression
(4) Any spinal or skeletal condition causing pain that frequently or recurrently requires narcotic analgesic medication
(5) Cervical vertebral fractures with multiple vertebral body compression greater than 25 percent; evidence of posterior element involvement, nerve root damage, disc involvement, dislocation (partial, moderate, severe), abnormal exam, ligament instability, symptomatic, and/or less than 6 months post injury or less than 1 year since surgery
(6) Thoracic vertebral fractures with vertebral body compression greater than 50 percent; evidence of posterior element involvement, nerve root damage, disc involvement, dislocation (severe — with or without surgery), abnormal exam, ligament instability, symptomatic, and/or less than 6 months post injury or less than 1 year since surgery
(7) Lumbosacral vertebral fractures with vertebral body compression greater than 50 percent; evidence of posterior element involvement, nerve root damage, disc involvement, dislocation (partial, moderate, severe), fragmentation, abnormal exam, ligament instability, symptomatic, and/or less than 6 months post injury or less than 1 year since surgery
(8) Any spinal or skeletal condition that results in the candidate not being able to safely perform one or more of the essential job tasks

6.13.2 Category B medical conditions shall include the following:

(1) Congenital or developmental malformations of the back, particularly those that can cause instability, neurological deficits, pain, or limit flexibility
(2) Scoliosis with angle less than 40 degrees
(3) Arthritis of the cervical, thoracic, or lumbosacral spine
(4) Facet atrophism, high lumbosacral angle, hyperlordosis, Schmorl's nodes, Scheuermann's disease, spina bifida occulta, spondylolisthesis, spondylolysis, or transitional vertebrae
(5) History of infections or infarcts in the spinal cord, epidural space, vertebrae, or axial skeletal joints
(6) History of diskectomy or laminectomy or vertebral fractures

6.14 Extremities.

6.14.1 Category A medical conditions shall include the following:

(1) Bone hardware such as metal plates or rods supporting bone during healing
(2) History of total joint replacement
(3) Amputation or congenital absence of upper-extremity limb (hand or higher)
(4) Amputation of either thumb proximal to the mid-proximal phalanx
(5) Amputation or congenital absence of lower-extremity limb (foot or above)
(6) Chronic non-healing or recent bone grafts
(7) History of more than one dislocation of shoulder without surgical repair or with history of recurrent shoulder disorders within the last 5 years with pain or loss of motion, and with or without radiographic deviations from normal
(8) Any extremity condition that results in the candidate not being able to safely perform one or more of the essential job tasks

6.14.2 Category B medical conditions shall include the following:

(1)*History of shoulder dislocation with surgical repair
(2) Significant limitation of function of shoulder, elbow, wrist, hand, or finger due to weakness, reduced range of motion, atrophy, unequal length, absence, or partial amputation
(3) Significant lack of full function of hip, knee, ankle, foot, or toes due to weakness, reduced range of motion, atrophy, unequal length, absence, or partial amputation
(4)*History of meniscectomy or ligamentous repair of knee
(5)*History of intra-articular, malunited, or nonunion of upper or lower extremity fracture
(6)*History of osteomyelitis, septic, or rheumatoid arthritis

6.15 Neurological Disorders.

6.15.1 Category A medical conditions shall include the following:

(1) Ataxias of heredo-degenerative type
(2) Cerebral arteriosclerosis as evidenced by a history of transient ischemic attack, reversible ischemic neurological deficit, or ischemic stroke
(3) Hemiparalysis or paralysis of a limb
(4)*Multiple sclerosis with activity or evidence of progression within previous 3 years
(5)*Myasthenia gravis with activity or evidence of progression within previous 3 years
(6) Progressive muscular dystrophy or atrophy
(7) Uncorrected cerebral aneurysm
(8) All epileptic conditions including simple partial, complex partial, generalized, and psychomotor seizure disorders other than as allowed in 6.15.1.1
(9) Dementia (Alzheimer's and other neurodegenerative diseases) with symptomatic loss of function or cognitive impairment (e.g., less than or equal to 28 on Mini-Mental Status Exam)
(10) Parkinson's disease and other movement disorders resulting in uncontrolled movements, bradykinesia, or cognitive impairment (e.g., less than or equal to 28 on Mini-Mental Status Exam)
(11) Any neurological condition that results in the candidate not being able to safely perform one or more of the essential job tasks

6.15.1.1 A candidate with epileptic conditions shall have had complete control during the previous 5 years.

6.15.1.2 To be medically qualified a candidate shall meet all of the following:

(1) No seizures for 1 year off all anti-epileptic medication or 5 years seizure free on a stable medical regimen

(2) Neurologic examination is normal
(3) Imaging (CAT or MRI scan) studies are normal
(4) Awake and asleep EEG studies with photic stimulation and hyperventilation are normal
(5) A definitive statement from a qualified neurological specialist that the candidate meets the criteria specified in 6.15.1.2(1) through 6.15.1.2(4) and that the candidate is neurologically cleared for fire-fighting training and the performance of a fire fighter's essential job tasks

6.15.2 Category B medical conditions shall include the following:

(1) Congenital malformations
(2)*Migraine
(3) Clinical disorders with paresis, dyscoordination, deformity, abnormal motor activity, abnormality of sensation, or complaint of pain
(4) History of subarachnoid or intraparenchymal hemorrhage
(5) Abnormalities from recent head injury such as severe cerebral contusion or concussion

6.16 Skin.

6.16.1 Category A medical conditions shall include the following:

(1) Metastatic or locally extensive basal or squamous cell carcinoma or melanoma
(2) Any dermatologic condition that would not allow for a successful respiratory facepiece fit test
(3) Any dermatologic condition that results in the candidate not being able to safely perform one or more of the essential job tasks

6.16.2 Category B medical conditions shall include the following:

(1)*Skin conditions of a chronic or recurrent nature (eczema, cystic acne, psoriasis) that cause skin openings or inflammation or irritation of the skin surface
(2)*Surgery or skin grafting
(3)*Mycosis fungoides
(4)*Cutaneous lupus erythematosus
(5)*Raynaud's phenomenon
(6)*Scleroderma (skin)
(7)*Vasculitic skin lesions
(8)*Atopic dermatitis/eczema
(9)*Contact or seborrheic dermatitis
(10)*Stasis dermatitis
(11)*Albinism, Dariers disease, ichthyosis, Marfan syndrome, neurofibromatosis, and other genetic conditions
(12)*Folliculitis, pseudo-folliculitis, miliaria, keloid folliculitis
(13)*Hidradenitis suppurativa, furuncles, carbuncles, or Grade IV acne (cystic)
(14)*Mechano-bullous disorders (epidermolysis bullosa, Hailey pemphigus, porphyria, pemphigoid)
(15)*Urticaria or angioedema

6.17 Blood and Blood-Forming Organs.

6.17.1 Category A medical conditions shall include the following:

(1) Hemorrhagic states requiring replacement therapy
(2) Sickle cell disease (homozygous)
(3) Clotting disorders
(4) Any hematological condition that results in inability to safely perform one or more of the essential job tasks

6.17.2 Category B medical conditions shall include the following:

(1) Anemia
(2) Leukopenia
(3) Polycythemia vera
(4) Splenomegaly
(5) History of thromboembolic disease
(6) Any other hematological condition that results in inability to safely perform essential job tasks

6.18 Endocrine and Metabolic Disorders.

6.18.1 Category A medical conditions shall include the following:

(1)*Type 1 diabetes mellitus, unless a candidate meets all of the following criteria:
(a) Is maintained by a physician knowledgeable in current management of diabetes mellitus on a basal/bolus (can include subcutaneous insulin infusion pump) regimen using insulin analogs.
(b) Has demonstrated over a period of at least 1 year the motivation and understanding required to closely monitor and control capillary blood glucose levels through nutritional therapy and insulin administration. Assessment of this shall take into consideration the erratic meal schedules, sleep disruption, and high aerobic and anaerobic workloads intrinsic to fire fighting.
(c) Has a dilated retinal exam by a qualified ophthalmologist or optometrist that shows no higher grade of diabetic retinopathy than microaneurysms, as indicated on the International Clinical Diabetic Retinopathy Disease Severity Scale.
(d) Has normal renal function based on a calculated creatinine clearance greater than 60 mL/min and absence of proteinuria. (Creatinine clearance can be calculated by use of the Cockroft-Gault or similar formula. Proteinuria is defined as 24-hour urine excretion of greater than or equal to 300 mg protein or greater than or equal to 300 mg of albumin per gram of creatinine in a random sample.)
(e) Has no autonomic or peripheral neuropathy. (Peripheral neuropathy is determined by diminished ability to feel the vibration of a 128 cps tuning fork or the light touch of a 10-gram monofilament on the dorsum of the great toe proximal to the nail. Autonomic neuropathy might be determined by evidence of gastroparesis, postural hypotension, or abnormal tests of heart rate variability.)
(f) Has normal cardiac function without evidence of myocardial ischemia on cardiac stress testing (to at least 12 METS) by ECG and cardiac imaging.
(g) Has a signed statement from an endocrinologist knowledgeable in management of diabetes mellitus as well as the essential job tasks and hazards of fire fighting as described in 5.1.1 that the candidate meets the following criteria:
i. Is being successfully maintained on a regimen consistent with 6.18.1(1)(a) and 6.18.1(1)(b).
ii. Has achieved stable control of blood glucose as evidenced by Hemoglobin A1C consistently less than 8 when monitored at least twice yearly. This shall include evidence of a set schedule for blood glucose monitoring and a thorough review of data from such monitoring.

iii. Does not have an increased risk of hypoglycemia due to alcohol use or other predisposing factors.
iv.* Has had no episodes of severe hypoglycemia (defined as requiring assistance of another) in the preceding 1 year, with no more than one episode of severe hypoglycemia in the preceding 5 years.
v. Is certified not to have a medical contraindication to fire-fighting training and operations.

(2) Insulin-requiring Type 2 diabetes mellitus, unless a candidate meets all of the following criteria:
(a) Is maintained by a physician knowledgeable in current management of diabetes mellitus.
(b) Has demonstrated over a period of at least 3 months the motivation and understanding required to closely monitor and control capillary blood glucose levels through nutritional therapy and insulin administration. Assessment of this shall take into consideration the erratic meal schedules, sleep disruption, and high aerobic and anaerobic workloads intrinsic to fire fighting.
(c) Has a dilated retinal exam by a qualified ophthalmologist or optometrist that shows no higher grade of diabetic retinopathy than microaneurysms, as indicated on the International Clinical Diabetic Retinopathy Disease Severity Scale.
(d) Has normal renal function based on a calculated creatinine clearance greater than 60 mL/min and absence of proteinuria. (Creatinine clearance can be calculated by use of the Cockroft-Gault or similar formula. Proteinuria is defined as 24-hour urine excretion of greater than or equal to 300 mg protein or greater than or equal to 300 mg of albumin per gram of creatinine in a random sample.)
(e) Has no autonomic or peripheral neuropathy. (Peripheral neuropathy is determined by diminished ability to feel the vibration of a 128 cps tuning fork or the light touch of a 10-gram monofilament on the dorsum of the great toe proximal to the nail. Autonomic neuropathy can be determined by evidence of gastroparesis, postural hypotension, or abnormal tests of heart rate variability.)
(f) Has normal cardiac function without evidence of myocardial ischemia on cardiac stress testing (to at least 12 METS) by ECG and cardiac imaging.
(g) Has a signed statement from an endocrinologist knowledgeable in management of diabetes mellitus as well as the essential job tasks and hazards of fire fighting as described in 5.1.1 that the candidate meets the following criteria:
i. Is maintained on a stable insulin regimen and has demonstrated over a period of at least 3 months the motivation and understanding required to closely monitor and control capillary blood glucose levels despite varied activity schedules through nutritional therapy and insulin administration
ii. Has achieved stable control of blood glucose as evidenced by Hemoglobin A1C less than 8 when monitored at least twice yearly, which must include evidence of a set schedule for blood glucose monitoring and a thorough review of data from such monitoring
iii. Does not have an increased risk of hypoglycemia due to alcohol use or other predisposing factors
iv.*Has had no episodes of severe hypoglycemia (defined as requiring assistance of another) in the preceding 1 year, with no more than one episode of severe hypoglycemia in the preceding 5 years
v. Is certified not to have a medical contraindication to fire-fighting training and operations

(3) Any endocrine or metabolic condition that results in the candidate not being able to safely perform one or more of the essential job tasks

6.18.2 Category B medical conditions shall include the following:

(1)*Diseases of the adrenal gland, pituitary gland, parathyroid gland, or thyroid gland of clinical significance
(2) Nutritional deficiency diseases or other metabolic disorder
(3) Diabetes mellitus, not on insulin therapy, but controlled by diet, exercise, and/or oral hypoglycemic agents unless all of the following are met:
(a) Has achieved a stable blood glucose as evidenced by Hemoglobin A1C level less than 8 during the prior 3-month period.
(b) If on oral hypoglycemic agents, has had no episodes of severe hypoglycemia (defined as requiring assistance of another) in the preceding year.
(c) Has a dilated retinal exam by a qualified ophthalmologist or optometrist that shows no higher grade of diabetic retinopathy than microaneurysms, as indicated on the International Clinical Diabetic Retinopathy Disease Severity Scale.
(d) Has normal renal function based on a calculated creatinine clearance greater than 60 mL/min and absence of proteinuria. (Creatinine clearance can be calculated by use of the Cockroft-Gault or similar formula. Proteinuria is defined as 24-hour urine excretion of greater than or equal to 300 mg protein or greater than or equal to 300 mg of albumin per gram of creatinine in a random sample.)
(e) Has no autonomic or peripheral neuropathy. (Peripheral neuropathy is determined by diminished ability to feel the vibration of a 128 cps tuning fork or the light touch of a 10-gram monofilament on the dorsum of the great toe proximal to the nail. Autonomic neuropathy can be determined by evidence of gastroparesis, postural hypotension, or abnormal tests of heart rate variability.)
(f) Normal cardiac function without evidence of myocardial ischemia on cardiac stress testing (to at least 12 METS) by ECG and cardiac imaging.

6.19 Systemic Diseases and Miscellaneous Conditions.

6.19.1 Category A medical conditions shall include any systemic condition that results in the candidate not being able to safely perform one or more of the essential job tasks.

6.19.2 Category B medical conditions shall include the following:

(1) Connective tissue disease, such as dermatomyositis, systemic lupus erythematosus, scleroderma, and rheumatoid arthritis
(2)*History of thermal, chemical, or electrical burn injury with residual functional deficit
(3) Documented evidence of a predisposition to heat stress with recurrent episodes or resulting residual injury

6.20 Tumors and Malignant Diseases.

6.20.1 Category A medical conditions shall include the following:

(1) Malignant disease that is newly diagnosed, untreated, or currently being treated, or under active surveillance due to the increased risk for reoccurrence
(2) Any tumor or similar condition that results in the candidate not being able to safely perform one or more of the essential job tasks

6.20.2 Category B medical conditions shall be evaluated on the basis of an individual's current physical condition and on the staging and prognosis of the malignancy (i.e., likelihood that the disease will recur or progress), and include the following:

(1)*Benign tumors
(2)*History of CNS tumor or malignancy
(3)*History of head and neck malignancy
(4)*History of lung cancer
(5)*History of GI or GU malignancy
(6)*History of bone or soft tissue tumors or malignancies
(7)*History of hematological malignancy

6.21 Psychiatric Conditions.

6.21.1 Category A medical conditions shall include any psychiatric condition that results in the candidate not being able to safely perform one or more of the essential job tasks.

6.21.2 Category B medical conditions shall include the following:

(1) A history of psychiatric condition or substance abuse problem
(2) Requirement for medications that increase an individual's risk of heat stress, or other interference with the ability to safely perform essential job tasks

6.22 Chemicals, Drugs, and Medications.

6.22.1 Category A medical conditions shall include those that require chronic or frequent treatment with any of the following medications or classes of medications:

(1) Narcotics, including methadone
(2) Sedative-hypnotics
(3) Drugs that prolong prothrombin time, partial thromboplastin time, or international normalized ratio (INR)
(4) Beta-adrenergic blocking agents, high-dose diuretics, or central acting antihypertensive agents (e.g., clonidine)
(5) Respiratory medications: inhaled bronchodilators, inhaled corticosteroids, systemic corticosteroids, theophylline, and leukotriene receptor blockers/antagonists
(6) High-dose corticosteroids for chronic disease
(7) Anabolic steroids
(8) Any chemical, drug, or medication that results in the candidate not being able to safely perform one or more of the essential job tasks

6.22.1.1 Tobacco use shall be a Category A medical condition (where state law allows).

6.22.1.2 Evidence of illegal drug use detected through testing, conducted in accordance with Substance Abuse and Mental Health Service Administration (SAMHSA), shall be a Category A medical condition.

6.22.1.3 Evidence of clinical intoxication or a measured blood alcohol level that exceeds the legal definition of intoxication according to the AHJ at the time of medical evaluation shall be a Category A medical condition.

6.22.2* Category B medical conditions shall include the use of the following:

(1) Cardiovascular agents
(2) Stimulants
(3) Psychiatric medications
(4) Other than high-dose systemic corticosteroids
(5) Antihistamines
(6) Muscle relaxants

Chapter 7 Occupational Medical Evaluation of Members

7.1 General.

7.1.1 The fire department shall establish and maintain a confidential occupational medical evaluation program for members.

7.1.2 Occupational medical evaluations shall be conducted as a baseline for surveillance and annually thereafter.

7.1.3* An occupational medical evaluation shall be performed following a member's occupational exposure, illness, injury, or protracted absence from the job.

7.1.3.1 The scope of that evaluation shall be determined by the fire department physician after reviewing the type and severity of the condition.

7.1.4 The components of the medical evaluations shall conform to all applicable U.S. OSHA standards, including 29 CFR 1910.120, "Hazardous waste operations and emergency response," 29 CFR 1910.134, "Respiratory protection," 29 CFR 1910.95, "Occupational noise exposure," and 29 CFR 1910.1030, "Bloodborne pathogens."

7.2 Member Education Regarding Occupational Medical Evaluation Program.

7.2.1 The fire department, the fire department physician, and member organizations where they exist shall be responsible to convey the purposes and importance of the annual occupational medical evaluation to members and to the AHJ.

7.2.2 The purpose of the annual occupational medical evaluation of members shall include but cannot be limited to the following:

(1) Identifying conditions that interfere with a member's physical or mental ability to safely perform essential job tasks without undue risk of harm to self or others
(2) Monitoring the effects of exposure to specific biological, physical, or chemical agents on individual members
(3) Detecting changes in a member's health that can be related to harmful working conditions
(4) Detecting patterns of disease or injury occurrence in the workforce that could indicate underlying work-related problems
(5)*Providing members with information about their current health, promoting wellness, and referring them for appropriate further evaluation and treatment
(6) Providing members with information and education about occupational hazards
(7) Providing a cost-effective investment in work-related disease prevention, early detection, and health promotion for members
(8) Complying with federal, state, provincial, local, and/or other jurisdictional requirements

7.3 Timing of the Annual Occupational Medical Evaluation of Members.

7.3.1 All members shall receive a baseline medical evaluation after hiring and prior to performing fire fighter emergency functions and at least annually thereafter.

7.3.2 The baseline medical evaluation shall include the components of the annual occupational medical evaluation not performed as part of the candidate medical evaluation, provided the candidate medical evaluation was performed within the past 12 months.

7.3.3 The annual evaluation shall be completed every 12 months (±3 months).

7.3.4 Annual medical evaluations shall be compared to baseline and subsequent evaluations to identify clinically relevant changes.

7.3.5 The interval requirements for performance of the annual occupational medical evaluation shall not preclude more frequent medical evaluations of members for new or recurring conditions when requested by the member, fire department physician, or AHJ.

7.4 Components of the Annual Occupational Medical Evaluation of Members.

7.4.1 All components listed in Section 7.5 through Section 7.7 shall be included in the baseline and annual occupational medical evaluations of members.

7.4.2 It shall be acceptable for certain components of the annual occupational medical evaluation to be performed by a member's private physician, provided full results are forwarded in the required time frame to the fire department physician.

7.4.3 Each medical evaluation shall include a medical history (including exposure history), physical examination, blood tests, urinalysis, vision tests, audiograms, spirometry, chest x-ray (as indicated), electrocardiogram, cancer screening (as indicated), and immunizations and infectious disease screening (as indicated).

7.4.4 Tests for illegal drugs shall not be performed as part of the annual medical evaluation.

7.5 Medical History.

7.5.1 A medical history questionnaire shall be completed by each member to provide baseline information with which to compare future medical concerns.

7.5.2 An annual medical history questionnaire, which includes changes in health status and known occupational exposures since the previous annual evaluation, shall be completed by each member to provide follow-up information.

7.5.3 Information on the questionnaire and interval concerns shall be reviewed with each member by the fire department physician or designated medical evaluator.

7.6 Physical Examination. The annual physical examination shall include each of the following components:

(1) Vital signs
(2) Head, eyes, ears, nose, and throat (HEENT)
(3) Neck
(4) Cardiovascular
(5) Pulmonary
(6) Breast
(7) Gastrointestinal (includes rectal exam for mass, occult blood)
(8) Genitourinary (includes pap smear, testicular exam, rectal exam for prostate mass)
(9) Hernia
(10) Lymph nodes
(11) Neurological
(12) Musculoskeletal
(13) Skin (includes screening for cancers)
(14) Vision

7.7 Ancillary Tests.

7.7.1* Blood Tests. Blood tests shall be performed annually and shall include the following:

(1) CBC with differential, RBC indices and morphology, and platelet count
(2) Electrolytes (Na, K, Cl, HCO_3, or CO_2)
(3) Renal function (BUN, creatinine)
(4) Glucose
(5) Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase)
(6) Total cholesterol, HDL, LDL, clinically useful lipid ratios (e.g., percent LDL), and triglycerides
(7) Prostate specific antigen (PSA) after age 40 for positive family history, if African American, or if otherwise clinically indicated; after age 50 for all other male members

7.7.2 Urine Laboratory Tests. The urine laboratory tests required shall include the following:

(1) Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood, and bilirubin
(2) Microscopic analysis for RBC, WBC, casts, and crystals if indicated by results of dipstick analysis
(3) Analysis for occupational chemical exposure if indicated

7.7.3 Audiology. Hearing thresholds shall be assessed annually in each ear at each of the following frequencies:

(1) 500 Hz
(2) 1000 Hz
(3) 2000 Hz
(4) 3000 Hz
(5) 4000 Hz
(6) 6000 Hz
(7) 8000 Hz

7.7.3.1 The fire department physician or other qualified medical evaluator shall compare audiogram results obtained during yearly evaluations with baseline and subsequent test results.

7.7.3.2 Standard threshold shifts shall be corrected for age as permitted by OSHA.

7.7.4 Spirometry.

7.7.4.1* Pulmonary function testing (spirometry) shall be conducted annually to measure the member's forced vital capacity (FVC), forced expiratory volume in 1 second (FEV_1), and the FEV_1/FVC ratio.

7.7.4.2 The fire department physician or other qualified medical evaluator shall compare spirometry results obtained during yearly evaluations with baseline and subsequent test results.

7.7.4.3 Results shall be corrected according to American Thoracic Society (ATS) guidelines and normative equations found in Knudson et al. (1983) and the American College of Occupational and Environmental Medicine (2000). *(See D.2.4.)*

7.7.5 Chest Radiographs.

7.7.5.1 Chest x-rays shall include an initial baseline and shall be repeated every 5 years or as medically indicated.

7.7.5.2 The fire department physician or other qualified medical evaluator shall compare any chest radiographs with baseline and subsequent radiographs.

7.7.6 Electrocardiograms (EKG).

7.7.6.1* A resting EKG shall be performed as part of the baseline medical evaluation and shall be obtained annually thereafter.

7.7.6.2 The fire department physician or other qualified medical evaluator shall compare EKGs obtained during yearly evaluations with baseline and subsequent EKGs.

7.7.6.3* Stress EKG with or without echocardiography or radionuclide scanning shall be performed as clinically indicated by history or symptoms.

7.7.7 Mammography.

7.7.7.1 Mammography shall be performed annually on each female member over the age of 40.

7.7.7.2 A qualified radiologist shall compare mammograms to prior mammograms.

7.7.7.3 The fire department physician shall compare mammography reports to prior reports.

7.7.8 Immunizations and Infectious Disease Screening. The following infectious disease immunizations or infectious disease screenings shall be provided, as indicated:

(1)*Tuberculosis screen (PPD) — annually or more frequently according to CDC guidelines unless member has a history of positive PPD, in which case CDC guidelines for management and subsequent chest radiographic surveillance shall be followed
(2) Hepatitis C virus screen — baseline and following occupational exposure
(3) Hepatitis B virus vaccinations and titers — as specified in CDC guidelines
(4) Tetanus/diphtheria vaccine — booster every 10 years
(5) Measles, mumps, rubella vaccine (MMR) — one dose of MMR vaccine to members born after 1957 without prior immunization and/or evidence of immunity as outlined in *Morbidity and Mortality Weekly Report* 47(1998):1–57
(6) Polio vaccine — A single booster of IPV for members traveling to endemic areas in the line of duty, or as outlined in *Morbidity and Mortality Weekly Report* 49(2000):1–22
(7) Hepatitis A vaccine — offered to high-risk (HazMat, USAR, and SCUBA team members) and other personnel with frequent or expected exposures to contaminated water
(8) Varicella vaccine — offered to all non-immune personnel
(9) Influenza vaccine — offered to all personnel annually
(10) HIV screening — available to all personnel

7.7.8.1 Pre-screening and immunization against biological threat agents shall be made available to members following CDC guidelines or recommendations.

7.7.8.2* All members shall be immunized against infectious diseases as required by the AHJ and by 29 CFR 1910.1030.

7.7.8.3 The fire department physician shall ensure that all members are offered currently recommended immunizations.

7.7.9 Post-Exposure Bloodborne Pathogen Testing.

7.7.9.1 Physicians who care for members shall follow current CDC recommendations for post-exposure prophylaxis (PEP) for bloodborne pathogen (BBP) exposures.

7.7.9.2* There shall be a written protocol for members who present with BBP exposures.

7.7.10 HIV Testing. HIV testing shall be offered on a confidential basis as part of post-exposure protocols and as requested by the fire department physician or member.

7.7.10.1 All results from HIV tests shall be provided directly to the member and shall be maintained by the physician as confidential documents.

7.7.10.2 Results from HIV tests shall not be forwarded to any local, state, provincial, national, or international authorities or databases unless mandated by public health statutes.

7.7.11 Heavy Metal Evaluation.

7.7.11.1 Baseline testing for heavy metals shall be required when indicated by known exposure or substantial risk.

7.7.11.2 Evaluations shall be performed following known exposures, for recurrent exposures, or where required under federal, state, or provincial regulations.

7.7.12 Colon Cancer Screening.

7.7.12.1 Fecal occult blood testing shall be provided to all members above the age of 40 or earlier if clinically indicated.

7.7.12.2 Screening colonoscopy services shall be recommended to all members above the age of 50 or earlier if clinically indicated.

Chapter 8 Annual Occupational Fitness Evaluation of Members

8.1 Weight and Body Composition.

8.1.1* Body weight shall be measured and recorded annually.

8.1.2 A body composition evaluation including the following shall be conducted on personnel solely for the purpose of departmental health surveillance:

(1)*Circumferential measurements
(2) Hydrostatic weighing or Bod-Pod
(3)*Skinfold measurements
(4) Bio impedance analysis

8.2 Annual Fitness Evaluation.

8.2.1* A mandatory fitness evaluation that is not punitive or competitive shall be conducted annually as part of an individualized program.

8.2.1.1 All component results of the mandatory fitness evaluation shall be used to establish an individual's baseline or measured against the individual's previous assessments and not against any standard or norm.

8.2.2 The mandatory fitness evaluation shall include a mandatory pre-evaluation procedure and the components in 8.2.2.1 through 8.2.2.4. *(For additional information, see Annex C.)*

8.2.2.1 An evaluation of aerobic capacity shall be conducted using either a stairmill or a treadmill protocol. *(See C.2.1.1.1 for the protocol.)*

8.2.2.2 An evaluation of muscular strength shall be conducted using each of the following protocols:

(1) Grip strength evaluation *(See C.2.1.1.2 for the protocol.)*
(2) Leg strength evaluation *(See C.2.1.1.3 for the protocol.)*
(3) Arm strength evaluation *(See C.2.1.1.4 for the protocol.)*

8.2.2.3 An evaluation of muscular endurance shall be conducted using each of the following protocols:

(1) Push-up evaluation *(See C.2.1.1.5 for the protocol.)*
(2) Curl-up evaluation *(See C.2.1.1.6 for the protocol.)*

8.2.2.4 An evaluation of flexibility shall be conducted using the sit-and-reach protocol. *(See C.2.1.1.7 for the protocol.)*

Chapter 9 Essential Job Tasks — Specific Evaluation of Medical Conditions in Members

9.1 Essential Job Tasks.

9.1.1 The essential job tasks listed by number in this chapter are the same as those listed in Chapter 5 and shall be validated by the fire department as required by Chapter 5.

9.1.2 The fire department physician shall use the validated list of essential job tasks in evaluating the ability of a member with specific medical conditions to perform specific job tasks.

9.1.3 Essential job tasks referenced throughout this chapter by number only shall correspond to the following model list:

(1)*Performing fire-fighting tasks (e.g., hoseline operations, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry, etc.), rescue operations, and other emergency response actions under stressful conditions while wearing personal protective ensembles and SCBA, including working in extremely hot or cold environments for prolonged time periods
(2) Wearing an SCBA, which includes a demand valve–type positive-pressure facepiece or HEPA filter masks, which requires the ability to tolerate increased respiratory workloads
(3) Exposure to toxic fumes, irritants, particulates, biological (infectious) and nonbiological hazards, and/or heated gases, despite the use of personal protective ensembles and SCBA
(4) Depending on the local jurisdiction, climbing six or more flights of stairs while wearing fire protective ensemble weighing at least 50 lb (22.6 kg) or more and carrying equipment/tools weighing an additional 20 to 40 lb (9 to 18 kg)
(5) Wearing fire protective ensemble that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2°F (39°C)
(6) Searching, finding, and rescue-dragging or carrying victims ranging from newborns up to adults weighing over 200 lb (90 kg) to safety despite hazardous conditions and low visibility
(7) Advancing water-filled hoselines up to 2½ in. (65 mm) in diameter from fire apparatus to occupancy [approximately 150 ft (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles
(8) Climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces, and operating in proximity to electrical power lines and/or other hazards
(9) Unpredictable emergency requirements for prolonged periods of extreme physical exertion without benefit of warm-up, scheduled rest periods, meals, access to medication(s), or hydration
(10) Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens
(11) Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces, that is further aggravated by fatigue, flashing lights, sirens, and other distractions
(12) Ability to communicate (give and comprehend verbal orders) while wearing personal protective ensembles and SCBA under conditions of high background noise, poor visibility, and drenching from hoselines and/or fixed protection systems (sprinklers)
(13) Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to civilians or other team members

9.2 Special Teams.

9.2.1 In addition to essential job tasks specified in 9.1.3(1) through 9.1.3(13), members of specialized teams such as hazardous materials units, SCUBA teams, technical rescue teams, EMS teams, or units supporting tactical law enforcement operations shall be evaluated for their ability to perform essential job tasks related to the duties of those specialized teams.

9.2.2 The fire department shall define those essential job tasks and shall provide the fire department physician with a description of the risks associated with those tasks and additional medical and/or physical requirements that are not enumerated in this standard.

9.2.3 In defining those tasks, the fire department shall consider the impact on the members required to wear or utilize specialized PPE that can increase weight, environmental isolation, sensory deprivation, and/or dehydration potential above levels experienced with standard fire suppression PPE.

9.3 Fire Department Physician Roles. After individually evaluating the member and the member's medical records (including job-related medical rehabilitation records), the fire department physician shall recommend restricting members from performing only those specific job tasks that cannot be safely performed by the member given his/her medical condition.

9.3.1 If an illness, injury, or other debilitating condition has altered a member's ability to safely perform an essential job task, the fire department physician shall notify the fire department that the member is restricted from performing that task while on duty.

9.3.2* The fire department shall determine possible accommodations for members restricted from certain job tasks.

9.4* Cardiovascular Disorders.

9.4.1 Cardiovascular disorders shall include any disorder of the cardiovascular system including but not limited to supraventricular or ventricular arrhythmias (abnormal heart beats), coronary artery disease, and cardiac muscle disease or valve disease.

9.4.2 If the member has any cardiovascular disorders, the member shall be individually evaluated in accordance with 9.4.3 through 9.4.22 to determine if the disorders compromise the member's ability to safely perform the essential job tasks.

9.4.3 Coronary Artery Disease.

9.4.3.1 Physician Evaluation. The following clinical conditions referable to coronary artery disease including history of myocardial infarction, coronary artery bypass surgery, coronary angioplasty with stent placement, or similar procedures compromise the member's ability to safely perform essential job tasks 1, 2, 4, 5, 6, 7, 9, and 13, and the physician shall report the applicable job limitations to the fire department if any one of the following are present:

(1) Current angina pectoris even if relieved by medication
(2) Persistent significant stenosis in any coronary artery (greater than 70 percent lumen diameter narrowing) following treatment
(3) Lower than normal left ventricular ejection fraction as measured by radionuclide scan, contrast ventriculography, or echocardiography
(4) Maximal exercise tolerance of less than 42 mL O_2/min/kg or less than 12 metabolic equivalents (METS)
(5) Exercise-induced ischemia or ventricular arrhythmias observed by radionuclide stress test during an evaluation reaching at least a 12-METS workload
(6) History of myocardial infarction, angina, or coronary artery disease with persistence of modifiable risk factor(s) for acute coronary plaque rupture (e.g., tobacco use, hypertension despite treatment or hypercholesterolemia with cholesterol greater than or equal to 180 or low density lipoproteins greater than or equal to 100 despite treatment, or glycosylated hemoglobin greater than 7 despite exercise and/or weight reduction)

9.4.3.2 Physician Guidance. The physician shall consider the following when evaluating a member:

(1) Evaluation of coronary artery disease requires a stress test with imaging and/or coronary angiogram and some assessment of left ventricular function. Following a myocardial infarction or a coronary revascularization procedure, a radionuclide stress test shall be performed to evaluate exercise tolerance and the presence of exercise-induced myocardial ischemia or ventricular arrhythmias.
(2) Reports of left ventricular ejection fraction for evaluation of 9.4.3.1(3) should include "normal" values for the lab performing the test and formal interpretation by a cardiologist.
(3) Workload demands of fire fighting have been shown to exceed the levels shown in 9.4.3.1(4).

9.4.4 Congestive Heart Failure.

9.4.4.1 Physician Evaluation. Congestive heart failure due to any etiology including any disease leading to a lower than normal left or right ventricular ejection fraction, even if corrected by medication, compromises the member's ability to safely perform essential job tasks 1, 2, 4, 7, 9, and 13, and the physician shall report the applicable job limitations to the fire department.

9.4.4.2 Physician Guidance. The physician shall consider that if the heart failure is due to a reversible process that ultimately results in no abnormality in cardiac performance off all cardiac medications (e.g., hyperthyroidism, anemia), then a history of congestive heart failure does not permanently prevent a member from safely performing the essential job tasks.

9.4.5 Restrictive Cardiomyopathy and Constrictive Pericarditis.

9.4.5.1 Physician Evaluation. Restrictive cardiomyopathy and constrictive pericarditis when resulting in heart failure compromise the member's ability to safely perform essential job tasks 1, 2, 4, 7, and 9, and the physician shall report the applicable job limitations to the fire department.

9.4.6 Acute Pericarditis, Acute Endocarditis, and Acute Myocarditis.

9.4.6.1 Physician Evaluation. Acute pericarditis, acute endocarditis, and acute myocarditis compromise the member's ability to safely perform essential job tasks 1, 4, 5, 6, 7, 9, and 13, and the physician shall report the applicable job limitations to the fire department.

9.4.7 Pericarditis, Endocarditis, or Myocarditis.

9.4.7.1 Physician Evaluation. Chronic pericarditis, endocarditis, or myocarditis when resulting in heart failure or significant valvular incompetence or arrhythmias compromises the member's ability to safely perform essential job tasks 1, 4, 5, 6, 7, and 13, and the physician shall report the applicable job limitations to the fire department.

9.4.7.2 Physician Guidance. Members with pericarditis, endocarditis, or myocarditis shall be carefully assessed for cardiac function, rhythm, and valvular competence at least annually by cardiac echo or other noninvasive or invasive monitoring in consultation with a cardiologist.

9.4.8 Hypertrophic Obstructive Cardiomyopathy.

9.4.8.1 Physician Evaluation. Hypertrophic obstructive cardiomyopathy (idiopathic hypertrophic subaortic stenosis) might compromise the member's ability to safely perform essential job task 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.4.8.2 Physician Guidance. The physician shall consider that this condition is associated with sudden cardiac death without previous symptoms of heart failure.

9.4.9 Recurrent Syncope.

9.4.9.1* Physician Evaluation. Recurrent syncope compromises the member's ability to safely perform essential job task 13, and the physician shall report the applicable job limitations to the fire department.

9.4.10 Pacemaker or Automatic Implantable Defibrillator.

9.4.10.1* Physician Evaluation. A medical condition requiring a pacemaker or automatic implantable defibrillator compromises the member's ability to safely perform essential job task 13, and the physician shall report the applicable job limitations to the fire department.

9.4.11 Mitral Valve Stenosis.

9.4.11.1 Physician Evaluation. Moderate to severe mitral valve stenosis defined as valve area less than or equal to 1.5 cm^2 or pulmonary artery systolic pressure greater than 35 mm Hg compromises the member's ability to safely perform essential job tasks 1, 4, 5, 7, and 9, and the physician shall report the applicable job limitations to the fire department.

9.4.12 Mitral Valve Insufficiency.

9.4.12.1 Physician Evaluation. Moderate to severe mitral valve insufficiency, defined as the presence of left ventricular dysfunction, compromises the member's ability to safely perform essential job tasks 1, 4, 5, 7, and 9, and the physician shall report the applicable job limitations to the fire department.

9.4.12.2 Physician Guidance. Mitral valve prolapse only interferes with safe performance of critical job tasks if associated with arrhythmias or if moderate to severe mitral regurgitation is present.

9.4.13 Aortic Valve Stenosis.

9.4.13.1 Physician Evaluation. Moderate to severe aortic valve stenosis defined as mean aortic valvular gradient greater than or equal to 20 mm Hg and/or valve area less than or equal to 1.0 cm^2 compromises the member's ability to safely perform essential job tasks 1, 4, 5, 6, 7, 9, and 13, and the physician shall report the applicable job limitations to the fire department.

9.4.14 Aortic Valve Insufficiency.

9.4.14.1 Physician Evaluation. Moderate to severe aortic valve insufficiency when the cause of left ventricular dysfunction compromises the member's ability to safely perform essential job tasks 1, 4, 7, and 9, and the physician shall report the applicable job limitations to the fire department.

9.4.15 Prosthetic Cardiac Valves.

9.4.15.1 Physician Evaluation. Prosthetic cardiac valves compromise the member's ability to safely perform essential job task 8 if full-dose anticoagulation is required and essential job tasks 1, 4, 6, 7, and 9 if left ventricular dysfunction is present, and the physician shall report the applicable job limitations to the fire department.

9.4.16 Wolff-Parkinson-White (WPW) Syndrome.

9.4.16.1* Physician Evaluation. Wolff-Parkinson-White (WPW) syndrome with a history of supraventricular tachycardia (SVT) compromises the member's ability to safely perform essential job task 13, and the physician shall report the applicable job limitations to the fire department.

9.4.17 Other Supraventricular Arrhythmias, Atrial Fibrillation, or Atrial Flutter.

9.4.17.1* Physician Evaluation. Other supraventricular arrhythmias, atrial fibrillation, or atrial flutter when persistent (even if rate controlled) or if full-dose anticoagulation is required compromise the member's ability to safely perform essential job task 13 and essential job task 8 if full-dose anticoagulation is required, and the physician shall report the applicable job limitations to the fire department.

9.4.17.2 Physician Guidance. The physician shall consider that if the atrial fibrillation is recurrent but self-limited off cardiac medications, there is no evidence of ischemia, and the echocardiogram reveals both a normal mitral valve and a normal-sized left atrium, then the member might be able to safely perform full duties. Paroxysmal atrial tachycardia can sometimes be resolved with modification of diet or treatment of other underlying noncardiac conditions.

9.4.18 Ventricular Arrhythmias and Ectopy.

9.4.18.1 Physician Evaluation.

9.4.18.1.1 The physician shall evaluate the member to determine if a history of ventricular arrhythmias (e.g., ventricular tachycardia and ventricular fibrillation) compromises the member's ability to safely perform essential job task 13, and the physician shall report the applicable job limitations to the fire department.

9.4.18.1.2 A history of ventricular ectopy might compromise the member's ability to safely perform essential job task 13, and after evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.4.18.2 Physician Guidance. The physician shall consider the following:

(1) A history of ventricular arrhythmias including ventricular tachycardia or ventricular fibrillation poses significant risk for life-threatening sudden incapacitation in the presence of either structural abnormalities, functional abnormalities, or ectopy that occurs during exercise.
(2) A history of ventricular ectopy might pose a significant risk for life-threatening sudden incapacitation if structural or ischemic heart disease is present or if ventricular ectopy increases during exercise.
(3) Holter monitoring (24-hour ECG recording) might show ventricular ectopy but should show no evidence of ventricular arrhythmias.
(4) Echocardiograph must show normal function and no evidence of structural abnormalities.
(5) Stress testing off cardiac medications must show no evidence for ischemia, ventricular tachycardia, or ventricular fibrillation.
(6) Premature ventricular contractions (PVCs) should resolve with increasing levels of exercise up to 12 METS.

9.4.19 Atrioventricular Block.

9.4.19.1 Physician Evaluation.

9.4.19.1.1 Third-degree or complete atrioventricular block compromises the member's ability to safely perform essential job task 13, and the physician shall report the applicable job limitations to the fire department.

9.4.19.1.2 Other types of atrioventricular block with sinus pause greater than 3 seconds, left bundle branch block, right bundle branch block, or second-degree Type I atrioventricular block might compromise the member's ability to safely perform job task 13 if cardiac structural (i.e., coronary arteries, valves, myocardium) abnormalities are present, if left ventricular function is abnormal, or if heart rate does not increase with exercise in the absence of a mechanical pacemaker, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.4.20 Uncontrolled Hypertension.

9.4.20.1* Physician Evaluation. Severe uncontrolled hypertension [defined as systolic pressure greater than 180 mm Hg, diastolic pressure greater than 100 mm Hg, or mean systolic blood pressure (⅓ systolic + ⅔ diastolic) greater than 120 mm Hg] or malignant hypertension (defined as hypertension with the presence of target organ damage) compromises the member's ability to safely perform essential job tasks 1, 5, 7, 9, and 13, and the physician shall report the applicable job limitations to the fire department.

9.4.21 Cardiac Congenital Abnormality.

9.4.21.1 Physician Evaluation. A history of a cardiac congenital abnormality that has been treated by surgery but with residual

complications or that has not been treated by surgery, leaving residuals or complications, might compromise the member's ability to safely perform essential job tasks 1, 4, 5, 6, 7, 9, and 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.4.22 Cardiac Hypertrophy.

9.4.22.1 Physician Evaluation. Cardiac hypertrophy when not a normal response to exercise of the heart might compromise the member's ability to safely perform essential job task 13 and other job functions due to limitations of endurance, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.4.22.2 Physician Guidance. The physician shall consider that this condition can result in the potential for sudden incapacitation.

9.5 Vascular Disorders.

9.5.1 Vascular disorders shall refer to any disorder of the vascular (arterial or venous) system including but not limited to aneurysm, peripheral vascular insufficiency, and thromboembolic disease.

9.5.2 If the member has any vascular disorders, the member shall be individually evaluated in accordance with 9.5.3 through 9.5.11 to determine if the disorders compromise the member's ability to safely perform the essential job tasks, recognizing that heart rate, blood pressure, and shear forces on vessel walls are increased when performing many of the essential job tasks, increasing the risk of acute dissection, rupture, and/or embolic phenomena that even in a normal environment can result in life-threatening sudden incapacitation.

9.5.3 Aortic Aneurysm.

9.5.3.1 Physician Evaluation. Aortic aneurysm (thoracic aortic aneurysm of any size or abdominal aortic aneurysm greater than or equal to 4 cm) compromises the member's ability to safely perform essential job tasks 1, 4, 6, 7, and 13, and the physician shall report the applicable job limitations to the fire department.

9.5.3.2 Physician Guidance. When evaluating a member with an abdominal aortic aneurysm less than 4 cm, the physician shall recognize that treatment requires careful control of blood pressure and regular follow-up with cardiac imaging.

9.5.3.2.1 A minimum of 6 months post-surgical repair of any aortic aneurysm shall be required before the member can be evaluated for return-to-duty status.

9.5.4 Carotid Artery Disease.

9.5.4.1 Physician Evaluation. Carotid artery disease when symptomatic and/or reduction in blood flow of greater than 70 percent is present compromises the member's ability to safely perform job task 13, and the physician shall report the applicable job limitations to the fire department.

9.5.5 Thoracic Outlet Syndrome.

9.5.5.1 Physician Evaluation. Thoracic outlet syndrome (symptomatic) compromises the member's ability to safely perform essential job tasks 1 and 13, and the physician shall report the applicable job limitations to the fire department.

9.5.6 Peripheral Vascular Disease.

9.5.6.1 Physician Evaluation. Peripheral vascular disease (arterial or venous) when symptomatic (claudication) or severe peripheral edema is present compromises the member's ability to safely perform essential job tasks 1, 4, 5, 7, and 9, and the physician shall report the applicable job limitations to the fire department.

9.5.7 Thrombophlebitis.

9.5.7.1 Physician Evaluation.

9.5.7.1.1 Thrombophlebitis and/or deep venous thrombosis that is recurrent, is persistent, or requires full-dose anticoagulation compromises the member's ability to safely perform essential job tasks 1, 4, 5, 7, and 9, and the physician shall report the applicable job limitations to the fire department.

9.5.7.1.2 Full-dose anticoagulation compromises the member's ability to safely perform essential job task 8, and the physician shall report the applicable job limitations to the fire department.

9.5.8 Circulatory Instability.

9.5.8.1 Physician Evaluation. Circulatory instability as indicated by orthostatic hypotension or persistent tachycardia compromises the member's ability to safely perform essential job tasks 1, 5, 9, and 13, and the physician shall report the applicable job limitations to the fire department.

9.5.9 Peripheral Vascular Disease.

9.5.9.1 Physician Evaluation. Peripheral vascular disease, such as severe Raynaud's phenomenon, might compromise the member's ability to safely perform essential job tasks (e.g., under certain conditions, including cold weather), and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.5.10 Lymphedema.

9.5.10.1 Physician Evaluation. Chronic, severe lymphedema or massive edema of any type (e.g., due to lymphadenopathy, severe venous valvular incompetency, endocrine abnormalities, or low flow states) compromises the member's ability to safely perform essential job tasks 1, 4, 5, and 8, and the physician shall report the applicable job limitations to the fire department.

9.5.11 Lesions of Aorta or Major Vessels.

9.5.11.1 Physician Evaluation.

9.5.11.1.1 Congenital or acquired lesions of the aorta or major blood vessels might interfere with circulation and prevent the safe performance of essential job tasks 1, 4, and 7 due to limitations of endurance, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.5.11.1.2 Congenital or acquired lesions of the aorta or major blood vessels could increase the potential for life-threatening sudden incapacitation, which might compromise the member's ability to safely perform essential job task 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.6* Endocrine and Metabolic Disorders.

9.6.1 Endocrine and metabolic disorders shall include disorders of the hypothalamic-pituitary-thyroid-adrenal axis.

.2 If the member has any endocrine and metabolic disders, the member shall be individually evaluated in accornce with 9.6.3 through 9.6.7 to determine if the disorders mpromise the member's ability to safely perform the esntial job tasks.

6.3 Type 1 Diabetes Mellitus That Requires Treatment with nsulin.

.6.3.1* Physician Evaluation. Type 1 diabetes mellitus that reuires treatment with insulin compromises the member's ability safely perform essential job tasks 5, 9, and 13, and the physian shall report the applicable job limitations to the fire departnent, unless the member meets all of the following criteria:

(1) Is maintained by a physician knowledgeable in current management of diabetes mellitus on a basal/bolus (can include subcutaneous insulin infusion pump) regimen using insulin analogs.
(2) Has demonstrated over a period of at least 1 year the motivation and understanding required to closely monitor and control capillary blood glucose levels through nutritional therapy and insulin administration. Assessment of this shall take into consideration *the member's experience and history dealing with* erratic meal schedules, sleep disruption, and high aerobic and anaerobic workloads intrinsic to fire fighting.
(3) Has a dilated retinal exam by a qualified ophthalmologist or optometrist that shows no higher grade of diabetic retinopathy than microaneurysms, as indicated on the International Clinical Diabetic Retinopathy Disease Severity Scale.
(4) Has normal renal function based on a calculated creatinine clearance greater than 60 mL/min and absence of proteinuria. (Creatinine clearance can be calculated by use of the Cockroft-Gault or similar formula. Proteinuria is defined as 24-hour urine excretion of greater than or equal to 300 mg protein or greater than or equal to 300 mg of albumin per gram of creatinine in a random sample.)
(5) Has no autonomic or peripheral neuropathy. (Peripheral neuropathy is determined by diminished ability to feel the vibration of a 128 cps tuning fork or the light touch of a 10-gram monofilament on the dorsum of the great toe proximal to the nail. Autonomic neuropathy can be determined by evidence of gastroparesis, postural hypotension, or abnormal tests of heart rate variability.)
(6) Has normal cardiac function without evidence of myocardial ischemia on cardiac stress testing (to at least 12 METS) by ECG and cardiac imaging.
(7) Has a signed statement from an endocrinologist knowledgeable in management of diabetes mellitus as well as the essential job tasks and hazards of fire fighting as described in Section 9.1 that the member meets the following criteria:
    (a) Is maintained on a stable basal/bolus regimen using insulin analogs and has demonstrated over a period of at least 1 year the motivation and understanding required to closely monitor and control capillary blood glucose levels despite varied activity schedules through nutritional therapy and insulin administration
    (b) Has achieved stable control of blood glucose as evidenced by Hemoglobin A1C consistently less than 8 when monitored at least twice yearly
    (c) Does not have an increased risk of hypoglycemia due to alcohol use or other predisposing factors
    (d) Has had no episodes of severe hypoglycemia (defined as requiring assistance of another) in the preceding 1 year, with no more than one episode of severe hypoglycemia in the preceding 5 years
    (e) Is certified not to have a medical contraindication to fire-fighting training and operations

9.6.3.2 Physician Guidance. When evaluating a member with Type 1 diabetes mellitus, the physician shall recognize that episodes of severe hypoglycemia are associated with an increased risk of subsequent episodes and that hypoglycemia can interfere with cognitive function and judgment. Presence of microvascular and neurological complications of diabetes might increase the risk of hypoglycemic events.

9.6.4 Type 2 Diabetes Mellitus That Requires Treatment with Insulin.

9.6.4.1* Physician Evaluation. Type 2 diabetes mellitus that requires treatment with insulin compromises the member's ability to safely perform essential job tasks 5, 9, and 13, and the physician shall report the applicable job limitations to the fire department, unless the member meets all of the following criteria:

(1) Is maintained by a physician knowledgeable in current management of diabetes mellitus.
(2) Has demonstrated over a period of at least 3 months the motivation and understanding required to closely monitor and control capillary blood glucose levels through nutritional therapy and insulin administration. Assessment of this shall take into consideration *the member's experience and prior history dealing with* the erratic meal schedules, sleep disruption, and high aerobic and anaerobic workloads intrinsic to fire fighting.
(3) Has a dilated retinal exam by a qualified ophthalmologist or optometrist that shows no higher grade of diabetic retinopathy than microaneurysms, as indicated on the International Clinical Diabetic Retinopathy Disease Severity Scale.
(4) Has normal renal function based on a calculated creatinine clearance greater than 60 mL/min and absence of proteinuria. (Creatinine clearance can be calculated by use of the Cockroft-Gault or similar formula. Proteinuria is defined as 24-hour urine excretion of greater than or equal to 300 mg protein or greater than or equal to 300 mg of albumin per gram of creatinine in a random sample.)
(5) Has no autonomic or peripheral neuropathy. (Peripheral neuropathy is determined by diminished ability to feel the vibration of a 128 cps tuning fork or the light touch of a 10-gram monofilament on the dorsum of the great toe proximal to the nail. Autonomic neuropathy can be determined by evidence of gastroparesis, postural hypotension, or abnormal tests of heart rate variability.)
(6) Has normal cardiac function without evidence of myocardial ischemia on cardiac stress testing (to at least 12 METS) by ECG and cardiac imaging.
(7) Has a signed statement from an endocrinologist knowledgeable in management of diabetes mellitus as well as the essential job tasks and hazards of fire fighting as described in Section 9.1 that the member meets the following criteria:
    (a) Is maintained on a stable insulin regimen and has demonstrated over a period of at least 3 months the motivation and understanding required to closely monitor and control capillary blood glucose levels despite varied activity schedules through nutritional therapy and insulin administration

(b) Has achieved stable control of blood glucose as evidenced by Hemoglobin A1C less than 8 when monitored at least twice yearly, which must include evidence of a set schedule for blood glucose monitoring and a thorough review of data from such monitoring
(c) Does not have an increased risk of hypoglycemia due to alcohol use or other predisposing factors
(d) Has had no episodes of severe hypoglycemia (defined as requiring assistance of another) in the preceding 1 year, with no more than one episode of severe hypoglycemia in the preceding 5 years
(e) Is certified not to have a medical contraindication to fire-fighting training and operations.

9.6.4.2 Physician Guidance. When evaluating a member with Type 2 diabetes mellitus, the physician shall recognize that episodes of severe hypoglycemia are considered the best predictors of an increased risk of subsequent episodes and hypoglycemia interferes with cognitive function and judgment.

9.6.5 Diabetes Mellitus That Does Not Require Insulin Therapy.

9.6.5.1 Physician Evaluation. Diabetes mellitus that does not require insulin therapy and that is controlled by diet, exercise, and/or oral hypoglycemic agents compromises the member's ability to safely perform essential job tasks 5, 9, and 13, and the physician shall report the applicable job limitations to the fire department, unless the member meets all of the following criteria:

(1) Has achieved a stable blood glucose as evidenced by Hemoglobin A1C level less than 8 during the prior 3-month period.
(2) If on oral hypoglycemic agents, has had no episodes of severe hypoglycemia (defined as requiring assistance of another in the preceding year).
(3) Has a dilated retinal exam by a qualified ophthalmologist or optometrist that shows no higher grade of diabetic retinopathy than microaneurysms, as indicated on the International Clinical Diabetic Retinopathy Disease Severity Scale.
(4) Has normal renal function based on a calculated creatinine clearance greater than 60 mL/min and absence of proteinuria. (Creatinine clearance can be calculated by use of the Cockroft-Gault or similar formula. Proteinuria is defined as 24-hour urine excretion of greater than or equal to 300 mg protein or greater than or equal to 300 mg of albumin per gram of creatinine in a random sample.)
(5) Has no autonomic or peripheral neuropathy. (Peripheral neuropathy is determined by diminished ability to feel the vibration of a 128 cps tuning fork or the light touch of a 10-gram monofilament on the dorsum of the great toe proximal to the nail. Autonomic neuropathy can be determined by evidence of gastroparesis, postural hypotension, or abnormal tests of heart rate variability.)
(6) Has normal cardiac function without evidence of myocardial ischemia on cardiac stress testing (to at least 12 METS) by ECG and cardiac imaging.

9.6.6 Nutritional Deficiencies.

9.6.6.1 Physician Evaluation. Nutritional deficiencies, including those caused by congenital or acquired disorders of metabolism, might compromise the member's ability to safely perform essential job tasks 1, 5, and 9, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.6.6.2 Physician Guidance. When evaluating a member with nutritional deficiencies, the physician shall perform an assessment of severity and functional impact and should include percent of ideal body weight, body mass index (BMI), muscle strength, endurance, energy levels, and abilities to feed, hydrate, and absorb essential nutrients pre- and post-fire activities.

9.6.7 Diseases of the Adrenal Gland, Pituitary Gland, Parathyroid Gland, or Thyroid Gland.

9.6.7.1 Physician Evaluation. Untreated or inadequately controlled diseases of the adrenal gland, pituitary gland, parathyroid gland, or thyroid gland of clinical significance compromise the member's ability to safely perform essential job tasks 1, 5, and 9, and the physician shall report the applicable job limitations to the fire department.

9.6.7.2 Physician Guidance. When evaluating a member, the physician shall recognize that clinically controlled diseases of the adrenal gland, pituitary gland, parathyroid gland, or thyroid gland with normal exam and serum levels do not compromise the member's ability to safely perform essential job tasks.

9.7* Lung, Chest Wall, and Respiratory Disorders.

9.7.1 Lung, chest wall, and respiratory disorders shall include disorders of breathing and the exchange of respiratory gases (oxygen and carbon dioxide), central neurologic control of respiratory drive, nose, sinuses, throat, pharynx, larynx, trachea, airways, lungs, pleura, and chest wall.

9.7.2 When evaluating a member for lung, chest wall, and respiratory disorders, the physician shall consider the following:

(1) Efficient breathing and respiratory gas exchange is required for essential job tasks 1, 2, 3, 4, 5, 7, 9, and 13.
(2) Wearing protective clothing increases the oxygen consumption required to safely perform these tasks and, therefore, increases the respiratory workload.
(3) SCBA is a positive-pressure demand valve respirator that provides a barrier against the inhalation of noxious/toxic gases and particulate matter but at increased metabolic cost due to its weight and increased respiratory workload (resistance and dead space).
(4) If respiratory function or gas exchange is already compromised (increased work of breathing from structural or functional abnormalities, hypoxia, and/or hypercapnia) prior to the performance of essential job tasks, then the increased oxygen demand of strenuous physical exertion, while wearing a personal protective ensemble and/or SCBA, leads to early onset of fatigue or respiratory insufficiency.
(5) Lung, chest wall, and respiratory disorders can compromise the member's ability to safely perform essential job tasks 1, 2, 3, 4, 5, 7, 9, and 13.

9.7.3 If the member has any lung, chest wall, or respiratory disorders, the member shall be individually evaluated in accordance with 9.7.4 through 9.7.24 to determine if the disorders compromise the member's ability to safely perform the essential job tasks.

9.7.4 Tracheostomy.

9.7.4.1 Physician Evaluation. Tracheostomy compromises the member's ability to safely wear SCBA (essential job task 2), communicate effectively due to oropharyngeal dysfunction (essential job task 12), and effectively clear secretions or inhaled particulate matter (essential job task 3), and the physician shall report the applicable job limitations to the fire department.

9.7.4.2 Physician Guidance. The physician shall consider that a member with a history of tracheostomy that is now sealed and without persistent respiratory disease or dysfunction does not prevent safe performance of essential job tasks.

9.7.5 Chronic Cough.

9.7.5.1 Physician Evaluation. Chronic cough with or without hemoptysis might compromise the member's ability to safely wear SCBA (essential job task 2) and to safely perform in an irritant environment (essential job task 3), and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.7.5.2 Physician Guidance. The physician shall consider the severity of the cough, the impact of irritants and SCBA use on cough severity, and the impact of cough severity on the ability to safely wear SCBA and perform strenuous exertion. The cause of chronic cough and/or hemoptysis needs to be evaluated, as the underlying conditions can also produce increased work of breathing, gas exchange abnormalities, or airway hyperreactivity.

9.7.6* Asthma.

9.7.6.1 Physician Evaluation. Asthma compromises the member's ability to safely perform essential job tasks 1, 2, 3, 4, 5, 7, 9, and 13, and the physician shall report the applicable job limitations to the fire department, unless the following provisions are met:

(1) The member denies bronchospasm during exertion, temperature/humidity extremes, irritant exposures, fire activities, or hazmat activities.
(2) The member denies the use of bronchodilator rescue medications during exertion, temperature/humidity extremes, irritant exposures, fire activities, or hazmat activities.
(3) A review of the member's fire department records (training, operations, rehabilitation, and medical) verifies that no asthmatic episodes have occurred during fire suppression or hazardous materials operations or training.
(4) As defined by the "Guidelines for the Diagnosis and Management of Asthma," the member has mild asthma classified as either "Step One" (no control medications and requires inhaled bronchodilator rescue medications for attacks no more than 2 times per week) or "Step Two" (daily control medications needed consisting of low-dose inhaled corticosteroids or cromolyn or oral leukotriene modifiers — for example, Montelukast — and requires inhaled bronchodilator rescue medications for attacks no more than 2 times per week).
(5) The member's asthma has not required systemic corticosteroids, emergency room treatment, or hospital admission in the last 2 years.
(6) The member shows adequate reserve in pulmonary function (FVC and FEV_1 greater than or equal to 90 percent) and no bronchodilator response measured off all bronchodilators on the day of testing.
(7) The member has a normal or negative response (less than 20 percent decline in FEV_1) to provocative challenge testing using either cold air, exercise (12 METS), or methacholine (PC_{20} greater than 8 is considered normal, as response at dose greater than 8 mg might not be clinically significant). If the member reports good control only when taking prescribed control anti-inflammatory medications (e.g. inhaled corticosteroids, cromolyn, or leukotriene modifiers), then consideration should be given to continuing these medications during the testing. The member should not use bronchodilators (short- or long-acting bronchodilators) the day of testing because these medications can undermine the purpose of this test — that is, demonstrate normal pulmonary function without clinically significant bronchodilator response or airway hyperreactivity. Provocative challenge testing should be performed the first time the member is evaluated for asthma and only if all of the provisions in 9.7.6.1(1) through 9.7.6.1(7) indicate that the member's asthma is under acceptable control. Provocative challenge testing is not required annually and should only be repeated if clinically indicated.
(8) The fire department provides and the member agrees to wear SCBA during all phases of fire suppression (i.e., ingress, suppression, overhaul, and egress).
(9) The member has a signed statement from a pulmonary or asthma specialist, knowledgeable in the essential job tasks and hazards of fire fighting, that he/she meets the criteria specified in 9.7.6.1(1) through 9.7.6.1(6) and that the member can safely perform essential job tasks 1, 2, 3, 4, 5, 7, 9, and 13 without the use of bronchodilator "rescue" medications.

9.7.6.2 Physician Guidance. The physician shall consider the following when evaluating the member's asthmatic condition:

(1) Exposures to exertion, temperature extremes, combustion by-products, irritants, and particulate matter are all potent provokers of asthma attacks.
(2) Bronchodilator medications are not adequate maintenance therapy to control symptoms in the irritant environment of the fire ground or hazardous materials incident scene because their use has not been approved by the FDA for use on the fire ground or hazardous materials incident scene and because several studies have implicated the frequent use of beta-agonists (short- and long-acting bronchodilators) as an independent predictor or risk for sudden death and myocardial infarction in the United States, Canada, Britain, New Zealand, and Australia.
(3) Acute hyperreactivity in this environment can induce immediate or progressive clinical asthma (bronchospasm and wheeze) that can lead to sudden incapacitation from status asthmaticus and/or cardiac ischemia.
(4) The member's work history, as well as clinical findings on annual evaluation, should be used as an assessment of the member's practical ability to safely perform the essential job tasks.

9.7.7* Allergic Lower Respiratory Disorders.

9.7.7.1 Physician Evaluation. Allergic lower respiratory disorders might compromise the member's ability to safely perform essential job tasks 1, 2, 3, 4, 5, 7, 9, and 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.7.7.2 Physician Guidance. The physician shall consider that allergic lower respiratory disorder, a term used to define asthma (clinical reversible bronchospasm), is triggered by a known allergic insult and once triggered these patients have demonstrable airway hyperreactivity for weeks to months; it can be recurrent and/or become permanent.

9.7.8* Chronic Obstructive Airways Diseases.

9.7.8.1 Physician Evaluation. Chronic obstructive airways diseases (chronic bronchitis, emphysema), if moderate to severe (FEV_1/FVC ratio less than or equal to 0.59), compromises the

member's ability to safely perform essential job tasks 1, 2, 3, 4, 5, 7, 9, and 13, and the physician shall report the applicable job limitations to the fire department.

9.7.9 Hypoxemic Disorders.

9.7.9.1 Physician Evaluation. Hypoxemic disorders when moderate to severe (oxygen saturation less than or equal to 90 percent or a P_{O_2} less than or equal 65 mm Hg, measured at rest and corrected to sea level) or the presence of significant exercise desaturation compromises the member's ability to safely perform essential job tasks 1, 2, 3, 4, 7, and 13, and the physician shall report the applicable job limitations to the fire department.

9.7.9.2 Physician Guidance. The physician shall recognize the following situations when evaluating the member:

(1) A resting oxygen saturation of 91 to 93 percent corrected to sea level requires measurement at exercise to determine if desaturation (decrease in oxygen saturation by greater than or equal to 4 percent from baseline or to less than or equal to 90 percent) occurs.
(2) Hypoxia can be the result of central regulatory disturbances, obstructive sleep apnea, asthma, chronic obstructive airways diseases, interstitial lung disease, pulmonary hypertension, chronic pulmonary embolism, and so forth.
(3) In this environment, gas exchange abnormalities and respiratory insufficiency no matter the cause have the potential for life-threatening sudden incapacitation from cardiopulmonary insufficiency.

9.7.10 Hypercapnic Disorders.

9.7.10.1 Physician Evaluation. Hypercapnic disorders (elevated carbon dioxide with serum P_{CO_2} greater than or equal to 45 mm Hg) found during evaluation of respiratory complaints or disease compromise the member's ability to safely perform essential job tasks 1, 2, 3, 4, 5, 7, and 13, and the physician shall report the applicable job limitations to the fire department.

9.7.10.2 Physician Guidance. The physician shall consider that hypercapnia can be the result of central regulatory disturbance, medications, obstructive sleep apnea, severe asthma, end-stage chronic obstructive airways diseases, or end-stage interstitial lung disease. In this environment, gas exchange abnormalities and respiratory insufficiency no matter the cause have the potential for life-threatening sudden incapacitation from cardiopulmonary insufficiency.

9.7.11 Pulmonary Hypertension.

9.7.11.1 Physician Evaluation. Pulmonary hypertension compromises the member's ability to safely perform essential job tasks 1, 3, 4, 7, and 13, and the physician shall report the applicable job limitations to the fire department. *[For further details see sections on hypoxia (9.7.9), pulmonary embolism (9.7.20), and cardiac valve dysfunction (9.4.11).]*

9.7.12 Tracheal Stenosis.

9.7.12.1 Physician Evaluation. Tracheal stenosis might compromise the member's ability to safely perform essential job tasks 1, 2, 3, 4, 5, 7, and 12 if pulmonary dysfunction is reduced (FVC less than 60 percent of predicted or abnormal inspiratory flow volume loop) or if the underlying cause of the stenosis prevents the successful and safe performance of the essential job tasks, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.7.13 Pulmonary Resection Surgery, Chest Wall Surgery, or Traumatic Pneumothorax.

9.7.13.1 Physician Evaluation.

9.7.13.1.1 If the member has had pulmonary resection surgery, chest wall surgery, and/or traumatic pneumothorax, the physician shall evaluate the member for full recovery from the surgery with pulmonary function testing (PFT).

9.7.13.1.2 Abnormal PFTs or decreased gas exchange might compromise the member's ability to safely perform essential job tasks 1, 2, 3, 4, 7, and 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.7.13.2 Physician Guidance. The physician shall consider the following when evaluating the member:

(1) Pulmonary function tests should be performed after adequate healing and pain resolution; generally, this is 4 weeks after thorascopic surgery and 6 to 8 weeks after open-chest surgery.
(2) Pulmonary function tests should be either normal or show only a minimal restrictive disorder without evidence for interstitial disease or gas exchange abnormalities.
(3) Moderate to severe restriction (FVC less than 60 percent of predicted with an FEV_1/FVC ratio greater than or equal to 0.90) compromises the member's ability to safely perform essential job tasks unless a more complete evaluation of gas exchange and exercise capacity shows the ability to exercise at a 12 METS workload without evidence of exercise desaturation.

9.7.14* Spontaneous Pneumothorax.

9.7.14.1 Physician Evaluation. Spontaneous pneumothorax, when present, might compromise the member's ability to safely perform essential job tasks 1, 2, 3, 4, 7, and 13 due to pain and dyspnea, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.7.14.2 Physician Guidance. The physician shall consider that members with a history of spontaneous pneumothorax and cystic/bullous disease (e.g., as demonstrated on chest CAT scan) whose essential job task 4 includes SCUBA diving cannot safely perform this task since pressure changes during diving can induce recurrence.

9.7.15 Fibrothorax, Chest Wall Deformity, and/or Diaphragm Abnormalities.

9.7.15.1 Physician Evaluation. Fibrothorax, chest wall deformity, and/or diaphragm abnormalities might compromise the member's ability to safely perform essential job tasks 2, 4, and 7, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.7.15.2 Physician Guidance. The physician shall consider that moderate to severe restriction (FVC less than 60 percent of predicted with an FEV_1/FVC ratio greater than or equal to 0.90) compromises the member's ability to safely perform essential job tasks unless a more complete evaluation of gas exchange and exercise capacity shows the ability to exercise at a 12 METS workload without evidence of hypoxia or exercise desaturation.

9.7.16* Pleural Effusions.

9.7.16.1 Physician Evaluation. Pleural effusions might compromise the member's ability to safely perform essential job tasks 2, 4, and 7, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.7.17 Bronchiectasis and/or Bronchiolitis Obliterans.

9.7.17.1 Physician Evaluation. Bronchiectasis and/or bronchiolitis obliterans might compromise the member's ability to safely perform essential job tasks 1, 2, 3, 4, 5, and 7, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.7.17.2 Physician Guidance. The physician shall consider that the ability to safely perform essential job tasks is based on symptom (frequent productive cough, wheezing, and/or dyspnea) and disease severity (chest CAT scan demonstrating multi-lobar disease and pulmonary function tests demonstrating moderate to severe obstructive or restrictive dysfunction or gas exchange abnormalities).

9.7.18 Interstitial Lung Diseases.

9.7.18.1 Physician Evaluation. Interstitial lung diseases including pneumoconiosis (anthracosis, silicosis, asbestosis), hypersensitivity pneumonitis, eosinophilic pneumonitis, idiopathic pulmonary fibrosis, inhalation pneumonitis, and extensive pulmonary infections might compromise the member's ability to safely perform essential job tasks 1, 2, 3, 4, and 7, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.7.18.2 Physician Guidance. The physician shall consider that moderate to severe restriction (FVC less than 60 percent of predicted with an FEV_1/FVC ratio greater than or equal to 0.90) compromises the member's ability to safely perform essential job tasks unless a more complete evaluation of gas exchange and exercise capacity shows the ability to exercise at a 12 METS workload without evidence of hypoxia or exercise desaturation.

9.7.19 Sarcoidosis.

9.7.19.1 Physician Evaluation. Sarcoidosis resulting in moderate or severe pulmonary dysfunction, significant visual impairment, cardiac dysfunction (cardiomyopathy or arrhythmia) at rest or exercise, other moderate to severe end-organ dysfunction, or the need for current treatment with systemic cortico-steroids compromises the member's ability to safely perform essential job tasks 1, 2, 3, 4, 7, 8, and 13, and the physician shall report the applicable job limitations to the fire department.

9.7.19.2 Physician Guidance. The physician shall consider the following when evaluating a member with sarcoidosis:

(1) Most patients with sarcoidosis are asymptomatic with abnormal chest imaging studies but normal function.
(2) If functional assessment by individual examination, pulmonary function tests, electrocardiogram, and echocardiogram is normal, the member is capable of safely performing essential job tasks.
(3) Moderate to severe restriction (FVC less than 60 percent of predicted with an FEV_1/FVC ratio greater than or equal to 0.90) compromises the member's ability to safely perform essential job tasks unless a more complete evaluation of gas exchange and exercise capacity shows the ability to exercise at a 12 METS workload without evidence of exercise desaturation.
(4) Cardiac function should be formally assessed with echocardiography and ECG.

9.7.20 Pulmonary Embolism.

9.7.20.1 Physician Evaluation.

9.7.20.1.1 Acute, recent, or chronic pulmonary embolism requiring anticoagulation compromises the member's ability to safely perform essential job task 8, and the physician shall report the applicable job limitations to the fire department.

9.7.20.1.2 Moderate to severe pulmonary dysfunction (restriction or gas exchange abnormalities) or pulmonary hypertension is rare but if present compromises the member's ability to safely perform essential job tasks 1, 2, 4, and 7, and the physician shall report the applicable job limitations to the fire department.

9.7.21 Disorders of Respiratory Regulation.

9.7.21.1 Physician Evaluation. Disorders of respiratory regulation can result in gas exchange abnormalities that might compromise the member's ability to safely perform essential job tasks 1, 2, 4, 7, and 9, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.7.21.2 Physician Guidance. The physician shall consider that conditions including but not limited to obstructive sleep apnea, central apnea, and disordered central breathing regulation require evaluation of medical history, physical exam, pulmonary function tests, gas exchange, exercise tests, sleep tests, and other tests as deemed necessary.

9.7.22 Cystic Lung Diseases.

9.7.22.1 Physician Evaluation.

9.7.22.1.1 Cystic lung diseases (e.g., congenital bullous disease, pneumatocele, blebs, cystic fibrosis) with significant abnormalities on chest film or moderate to severe pulmonary dysfunction (FVC less than 60 percent predicted or gas exchange abnormalities) compromise the member's ability to safely perform essential job tasks 1, 2, and 4, and the physician shall report the applicable job limitations to the fire department.

9.7.22.1.2 Members shall be restricted from SCUBA diving if disease is moderate to severe on chest CAT imaging, even if pulmonary function tests are normal.

9.7.23 Tuberculosis. See Section 9.8.

9.7.24 Lung Cancer. See Section 9.17.

9.8 Infectious Diseases.

9.8.1 Infectious diseases shall include systemic, local, acute, and chronic infections as well as post-infectious processes.

9.8.2 When evaluating a member for infectious diseases, the physician shall consider the following:

(1) Many infections interfere with control of body temperature, hydration, and nutritional status.
(2) Many infections also produce severe pain, muscle weakness, compromise mobility, and/or ability to safely perform heavy physical exertion.
(3) Members must be able to safely interact with other fire fighters and civilians without posing a significant public health risk due to contagious disease.

(4) Acute and/or self-limited infectious processes can require temporary work restriction. Examples include influenza or upper respiratory tract infection, which can interfere with safe performance of essential job tasks 2 and 3, or acute dermatitis, which would interfere with safe performance of essential job task 3.
(5) Following resolution of these acute processes, members can return to full duty.

9.8.3 If the member has any infectious diseases, the member shall be individually evaluated in accordance with 9.8.4 through 9.8.12 to determine if the diseases compromise the member's ability to safely perform the essential job tasks.

9.8.4 Skin Infections and Draining Ulcers or Cysts.

9.8.4.1 Physician Evaluation. Skin infections and draining ulcers or cysts might compromise the member's ability to wear PPE (essential job tasks 2 and 5) or present too high a risk for exposure to infectious agents and toxins (essential job task 3), and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.8.5 Upper or Lower Respiratory Infections.

9.8.5.1 Physician Evaluation. Upper or lower respiratory infections that result in excessive cough, inability to use SCBA, or pulmonary dysfunction might compromise the member's ability to safely perform essential job tasks 1, 2, 3, 4, 5, and 7, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.8.6 Ear Infections.

9.8.6.1 Physician Evaluation. Ear infections that interfere with balance and/or hearing might compromise the member's ability to safely perform essential job tasks 8 and 12, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.8.7 Gastrointestinal Infections.

9.8.7.1 Physician Evaluation. Gastrointestinal infections including parasites that result in dehydration or frequent use of toilet facilities at least temporarily might compromise the member's ability to safely perform essential job tasks 1, 5, 8, and 9, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.8.8 Kidney or Urinary Infections.

9.8.8.1 Physician Evaluation. Kidney or urinary infections that result in dehydration or the frequent use of toilet facilities might compromise the member's ability to safely perform essential job tasks 1, 5, and 9, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.8.9* Infection That Results in Dizziness, Weakness, Significant Weight Loss, or Pain.

9.8.9.1 Physician Evaluation. Any infection that results in dizziness, significant weakness, significant weight loss, or significant pain limiting functional capacity compromises the member's ability to safely perform essential job tasks 1, 5, 8, and 9, and the physician shall report the applicable job limitations to the fire department.

9.8.10* Active Pulmonary Tuberculosis.

9.8.10.1 Physician Evaluation. Active pulmonary tuberculosis, by posing a public health risk to the community and other members, compromises the member's ability to safely perform essential job tasks 2, 4, 5, and 12, and the physician shall report the applicable job limitations to the fire department.

9.8.11* Hepatitis.

9.8.11.1 Physician Evaluation. Hepatitis, specifically infectious diseases of the liver caused by viruses including but not limited to A, B, C, D, and E, and the treatment of hepatitis might compromise the member's ability to safely perform essential job tasks 1, 2, 4, 5, 7, 9, and 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.8.11.2 Physician Guidance. Medical management of members following occupational exposure or development of any viral hepatitis shall conform to the current CDC guidelines, which includes recommendations for restriction from various types of duty. *[See 7.7.8(2).]*

9.8.12* Human Immunodeficiency Virus (HIV) Infection.

9.8.12.1 Physician Evaluation. If the member has been diagnosed with human immunodeficiency virus (HIV) infection, the physician shall evaluate the member to determine if the member can perform the essential job tasks.

9.8.12.1.1 AIDS and significant organ damage or dysfunction resulting from HIV infection compromise the member's ability to safely perform essential job tasks 1, 2, 4, 5, 7, 8, and 9 due to debilitation, and the physician shall report the applicable job limitations to the fire department.

9.8.12.1.2 Anemia, cardiopulmonary dysfunction, or neurologic dysfunction compromises the member's ability to safely perform essential job tasks 1, 2, 3, 4, 5, 7, 9, and 13, and the physician shall report the applicable job limitations to the fire department.

9.8.12.1.3 Peripheral neuropathy compromises the member's ability to safely perform essential job tasks 1, 3, and 5, and the physician shall report the applicable job limitations to the fire department.

9.8.12.1.4 Dementia compromises the member's ability to safely perform essential job tasks 1, 11, and 12, and the physician shall report the applicable job limitations to the fire department.

9.9* Spine Disorders.

9.9.1 Spine disorders shall include conditions of the cervical, thoracic, and lumbosacral spine such as strains, fractures, and discogenic disease as well as cord, cauda equina, and paraspinous syndromes.

9.9.2 When evaluating a member for spine disorders, the physician shall consider the following:

(1) Fire fighters with active, ongoing, or recurrent spinal disorders can have difficulty due to reduced motor strength, sensation, and flexibility as well as problems with fatigue, coordination, gait, and equilibrium.
(2) The personal protective ensemble and SCBA can place the fire fighter's spine at a biomechanical disadvantage due to added weight and altered center of gravity.

9.9.3 If the member has any spine disorders, the member shall be individually evaluated in accordance with 9.9.4 through 9.9.9 to determine if the disorders compromise the member's ability to safely perform the essential job tasks.

9.9.4 Spinal Fusion.

9.9.4.1 Physician Evaluation. Degenerative changes from spine fusion at two or more levels compromise the member's ability to safely perform essential job tasks 1, 2, 4, 5, 6, 7, 8, and 13, and the physician shall report the applicable job limitations to the fire department.

9.9.5 Ankylosing Spondylitis.

9.9.5.1 Physician Evaluation. Ankylosing spondylitis might compromise the member's ability to safely perform essential job tasks 1, 2, 4, 5, 6, 7, and 8, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.9.6 Spinal Condition with Significant Radiculopathy.

9.9.6.1 Physician Evaluation. Spinal condition with significant radiculopathy resulting in peripheral motor weakness, loss of strength, loss of sensation, and loss of reflexes affecting endurance, strength, flexibility, pain, and/or gait disturbances compromises the member's ability to safely perform essential job tasks 1, 2, 4, 5, 6, 7, 8, and 13, and the physician shall report the applicable job limitations to the fire department.

9.9.7 Use of Narcotics or Muscle Relaxants.

9.9.7.1 Physician Evaluation. The use of narcotics or muscle relaxants to treat any spinal condition compromises the member's ability to safely perform essential job tasks 1, 2, 4, 5, 6, 7, 8, and 13, and the physician shall report the applicable job limitations to the fire department.

9.9.7.2 Physician Guidance. The physician shall consider that medication-induced somnolence, discoordination, and/or disequilibrium compromise a member's ability to safely operate in hazardous environments.

9.9.8 Spine Structural Abnormality, Fracture, or Dislocation.

9.9.8.1 Physician Evaluation. Spine structural abnormality, fracture, or dislocation that causes progressive or recurrent impairment might compromise the member's ability to safely perform essential job tasks 1, 2, 4, 5, 6, 7, 8, and 13 due to limitations of endurance, strength, flexibility, or pain, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.9.8.2 Physician Guidance. The physician shall consider that spinal structural abnormality, a fracture, or a dislocation can also result in ligament instability, increasing the risk for future dislocation and neurologic compromise.

9.9.9 Herniation of Nucleus Pulposus.

9.9.9.1 Physician Evaluation. Herniation of nucleus pulposus or a history of laminectomy, discectomy, or single-level fusion might compromise the member's ability to safely perform essential job tasks 1, 2, 4, 5, 6, 7, 8, and 13 due to pain or limitations of endurance, strength, or flexibility, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.10* Orthopedic Disorders.

9.10.1 Orthopedic disorders shall include injuries and illnesses involving upper extremities, pelvis, and lower extremities including nerves, muscles, tendons, joints, and bones.

9.10.2 When evaluating a member for orthopedic disorders, the physician shall consider the following:

(1) Fire fighters with active, ongoing, or recurrent orthopedic disorders can have difficulty due to reduced motor strength, sensation, and flexibility as well as problems with fatigue, coordination, gait, and equilibrium.
(2) The personal protective ensemble and SCBA can place the fire fighter's involved extremity (upper or lower) at a biomechanical disadvantage due to added weight and altered center of gravity.
(3) Certain medications (narcotics and muscle relaxants) used to treat orthopedic conditions can produce or worsen somnolence, discoordination, and disequilibrium.

9.10.3 If the member has any orthopedic disorders, the member shall be individually evaluated in accordance with 9.10.4 through 9.10.20 to determine if the disorders compromise the member's ability to safely perform the essential job tasks.

9.10.4 Amputation of Arm, Hand, or Thumb.

9.10.4.1 Physician Evaluation. Amputation of an arm, hand, or thumb compromises the member's ability to safely perform essential job tasks 1, 2, 6, 7, and 8, and the physician shall report the applicable job limitations to the fire department.

9.10.4.2 Physician Guidance. When evaluating a member with an amputation of the arm, hand, or thumb, the physician shall consider the following:

(1) The amputation of these limbs or joints interferes with grip and other physical abilities required to safely perform essential job tasks.
(2) Prosthetic limbs do not provide adequate function to safely perform these essential job tasks rapidly in a life-threatening, unforgiving environment.

9.10.5 Amputation of Leg.

9.10.5.1 Physician Evaluation. Amputation of a leg above or below the knee or of an entire foot compromises the member's ability to safely perform essential job tasks 1, 4, 6, 7, and 8, and the physician shall report the applicable job limitations to the fire department.

9.10.5.2 Physician Guidance. When evaluating a member with an amputation of a leg (above or below the knee) or entire foot, the physician shall consider the following:

(1) The amputation of these limbs or joints prevents ambulation and other physical abilities required to safely perform essential job tasks.
(2) Prosthetic limbs do not provide adequate function to safely perform these essential job tasks rapidly in a life-threatening, unforgiving environment.

9.10.6 Amputation of Finger(s), Other than Thumb.

9.10.6.1 Physician Evaluation. Amputation of finger(s), other than thumb, might compromise the member's ability to safely perform essential job tasks 1, 2, 6, 7, and 8, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.10.6.2 Physician Guidance. The physician shall consider that the amputation of these limbs or joints might interfere with grip and other physical abilities required to safely perform essential job tasks.

9.10.7 Amputation of Partial Foot or Toe(s).

9.10.7.1 Physician Evaluation. Amputation of a partial foot or toe(s) might compromise the member's ability to safely perform essential job tasks 1, 4, 6, 7, and 8, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.10.7.2 Physician Guidance. The physician shall consider that the amputation of these limbs or joints might prevent ambulation and other physical abilities required to safely perform essential job tasks.

9.10.8 Dislocation of a Joint.

9.10.8.1 Physician Evaluation. Single episode of joint dislocation or dislocation with residual limitation of motion (depending upon degree) might compromise the member's ability to safely perform essential job tasks 1, 2, 4, 6, 7, and 8, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.10.8.2 Physician Guidance. The physician shall consider that successful surgery for shoulder dislocation, if range of motion and strength were intact, would not interfere with the safe performance of essential job tasks.

9.10.9 Recurrent Joint Dislocation of a Major Joint.

9.10.9.1 Physician Evaluation. Recurrent joint dislocation of a major joint (e.g., shoulder) compromises the member's ability to safely perform essential job tasks 1, 2, 4, 6, 7, and 8, and the physician shall report the applicable job limitations to the fire department.

9.10.9.2 Physician Guidance. When evaluating a member for recurrent joint dislocation, the physician shall consider the following:

(1) Unrepaired, repeated joint dislocations indicate an unstable shoulder or hip, which can easily dislocate leading to sudden incapacitation, placing the member or the person depending on the member at life-threatening risk.
(2) Post-surgical repair, the member can safely perform essential job tasks if joint exam shows full functional motion, strength, and stability.

9.10.10 Ligament and/or Meniscus Knee Disease.

9.10.10.1 Physician Evaluation. Ligament and/or meniscus knee disease with symptoms of locking, buckling, or giving way compromises the member's ability to safely perform essential job tasks 1, 4, 6, 7, and 8, and the physician shall report the applicable job limitations to the fire department.

9.10.10.2 Physician Guidance. When evaluating a member for ligament and/or meniscus knee disease, the physician shall consider the following:

(1) Ligament and/or meniscus knee disease can lead to sudden incapacitation, placing the member or the person depending on the member at life-threatening risk.
(2) Post-surgical repair, the member can safely perform essential job tasks if joint exam shows full functional motion, strength, and stability.

9.10.11 Joint Replacements or Artificial Joints.

9.10.11.1 Physician Evaluation. Joint replacements or artificial joints compromise the member's ability to safely perform essential job tasks 1, 4, 6, 7, and 8, and the physician shall report the applicable job limitations to the fire department.

9.10.11.2 Physician Guidance. When evaluating a member with joint replacements or artificial joints, the physician shall consider the following:

(1) Competitive athletes with artificial hip joints are not cleared for contact sports where explosive effort, high impact, and blunt trauma are frequent.
(2) Fire fighting presents similar limitations and stress, especially as their consequence can place the member or others at risk for life-threatening injuries.

9.10.12 Limitation of Joint Motion.

9.10.12.1 Physician Evaluation. Limitation of joint motion (depending upon degree) might compromise the member's ability to safely perform essential job tasks 1, 2, 4, 6, 7, and 8 due to reduced flexibility, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.10.13 Joint Reconstruction.

9.10.13.1 Physician Evaluation. Joint reconstruction in cases where there is significant residual limitation of motion or strength compromises the member's ability to safely perform essential job tasks 1, 4, 6, 7, and 8, and the physician shall report the applicable job limitations to the fire department.

9.10.13.2 Physician Guidance. The physician shall consider that surgery for a torn anterior cruciate ligament or meniscus can interfere with safe performance of essential job tasks 1, 4, 6, 7, and 8 if quadriceps strength is reduced or if the knee is unstable or develops pain or swelling when stressed.

9.10.14 Fractures.

9.10.14.1 Physician Evaluation. Fracture(s) might compromise the member's ability to safely perform essential job tasks 1, 4, 6, 7, and 8, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.10.14.2 Physician Guidance. When evaluating a member with a fracture, the physician shall consider the following:

(1) Fractures, including hip fractures requiring internal fixation, should not interfere with safe performance of essential job tasks as long as the radiograph demonstrates healing and exam is normal.
(2) Non-union fractures are not healed, and members cannot safely perform essential job tasks 1, 4, 6, 7, and 8 until union is achieved.

9.10.15 Appliances.

9.10.15.1 Physician Evaluation. Appliances (screws, pins, and/or metal plates) might compromise the member's ability to safely perform essential job tasks 1, 4, 6, 7, and 8, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.10.15.2 Physician Guidance. When evaluating a member with appliances, the physician shall consider the following:

(1) If the appliances are superficial, they could lead to perforation of the skin under the normal abrasive conditions of fire fighting.
(2) If the underlying condition responsible for the surgical implantation has healed, surgical consultation is advised to determine the risk–benefit analysis for removing the appliance.
(3) After removing the appliance, radiographic evidence of bone healing at approximately 6 months post-removal should be obtained before the member is allowed to safely perform the essential tasks.

9.10.16 Bone Grafts.

9.10.16.1 Physician Evaluation. Bone grafts might compromise the member's ability to safely perform essential job tasks 1, 4, 6, 7, and 8, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.10.16.2 Physician Guidance. The physician shall consider that bone grafts, if well healed, do not interfere with the safe performance of job tasks as long as the radiograph demonstrates healing and the exam is normal.

9.10.17 Chronic Osteoarthritis or Traumatic Arthritis.

9.10.17.1 Physician Evaluation. Chronic osteoarthritis or traumatic arthritis resulting in frequent episodes of pain and/or reduced range of motion, strength, or endurance compromises the member's ability to safely perform essential job tasks 1, 4, 6, 7, and 8, and the physician shall report the applicable job limitations to the fire department.

9.10.18 Inflammatory Arthritis.

9.10.18.1 Physician Evaluation. Inflammatory arthritis (in cases where it is severe, recurrent, or a progressive illness or associated with deformity or limitation of range of motion), which can result in frequent episodes of pain, reduced strength, and reduced flexibility, compromises the member's ability to safely perform essential job tasks 1, 4, 6, 7, and 8, and the physician shall report the applicable job limitations to the fire department.

9.10.19 Reflex Sympathetic Dystrophy.

9.10.19.1 Physician Evaluation. Reflex sympathetic dystrophy where pain is severe, narcotics or muscle relaxants are required, or strength/flexibility is limited compromises the member's ability to safely perform essential job tasks 1, 4, 6, 7, and 8, and the physician shall report the applicable job limitations to the fire department.

9.10.20 Osteomyelitis or Septic Arthritis.

9.10.20.1 Physician Evaluation. Osteomyelitis or septic arthritis, if active and causing pain, local drainage, systemic infection, and/or increased risk for pathologic or traumatic fractures, compromises the member's ability to safely perform essential tasks 1, 4, 6, 7, and 8, and the physician shall report the applicable job limitations to the fire department.

9.11 Disorders Involving the Gastrointestinal Tract and Abdominal Viscera.

9.11.1 Disorders involving the gastrointestinal (GI) tract and abdominal viscera shall include conditions of the abdominal wall and peritoneum, as well as esophagus, stomach, small bowel, colon, mesenteric structures, and intra-abdominal organs.

9.11.2 If the member has any disorders involving the gastrointestinal tract and abdominal viscera, the member shall be individually evaluated for the likelihood of inadequate nutrition, a propensity for symptomatic dehydration, anemia, or incapacitating pain syndromes.

9.11.3 Where the following GI disorders result in the complications defined in 9.11.2, the physician shall evaluate the member's ability to safely perform essential job tasks 1, 4, 6, 7, 9, and 13, and after the evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department:

(1) Cholecystitis
(2) Gastritis
(3) GI bleeding
(4) Inflammatory bowel disease or irritable bowel syndrome
(5) Intestinal obstruction
(6) Pancreatitis
(7) Diverticulitis
(8) History of gastrointestinal surgery
(9) Gastric or other GI ulcers, including Zollinger-Ellison syndrome
(10) Cirrhosis
(11) Splenectomy, if healed, does not compromise the member's ability to safely perform essential job tasks. To prevent infections, Pneumovax is recommended at regular intervals.
(12) Hernias, such as the following:
   (a) Hernias of the abdominal wall, especially inguinal and femoral hernias, might compromise the member's ability to safely perform essential job tasks 1, 4, 6, 7, and 13 due to the risk of incarceration and bowel strangulation during heavy exertion and lifting.
   (b) Large ventral hernias have a low risk of incarceration but can weaken the abdominal wall musculature and might compromise the member's ability to safely perform essential job tasks 1, 4, 6, and 7.
   (c) Umbilical hernias that are small and asymptomatic will not generally interfere with fire-fighting duties.
   (d) Abdominal wall hernias at any site that have been surgically corrected do not prevent otherwise qualified members from safely performing essential fire-fighting tasks, provided the incision site is well healed and the surgeon has cleared the member for full lifting.

9.12 Medical Conditions Involving Head, Eyes, Ears, Nose, Neck, or Throat.

9.12.1* Physician Evaluation.

9.12.1.1 If the member has any medical conditions involving the head, eyes, ears, nose, neck, or throat, the member shall be individually evaluated for conditions that interfere with the member's ability to comfortably wear and be protected by the fire fighter's protective ensemble and that might compromise the member's ability to safely perform essential job tasks 2, 4, 5, and 13.

9.12.1.2 After the evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.12.2 Physician Guidance. When evaluating a member with medical conditions involving the head, eyes, ears, nose, neck, or throat, the physician shall consider the following:

(1) Deformities of the skull associated with evidence of disease of the brain, spinal cord, or peripheral nerves can result in the potential for sudden incapacitation and the inability to properly wear protective equipment.

(2) Contraction of head and neck muscles can interfere with wearing of protective equipment, impair speech, or otherwise compromise a member's ability to safely perform essential job tasks.

9.12.3 Disorders of the Eyes or Vision.

9.12.3.1* Physician Evaluation. Disorders of the eyes or vision including the following might compromise the member's ability to safely perform essential job tasks 6, 8, 10, and 11, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department:

(1)*Far visual acuity worse than 20/40 binocular corrected with contact lens or spectacles, and far visual acuity uncorrected worse than 20/100 binocular for wearers of hard contacts or spectacles, compromises a member's ability to safely perform essential job tasks 6, 8, 10, and 11. Successful soft contact lens wearers shall not be subject to the uncorrected standard.

(2)*Monocular vision, stereopsis without fusional capacity, inadequate depth perception, or loss of peripheral vision (greater than 110 degrees on confrontation) compromises the member's ability to safely perform essential job task 10.

(3) Peripheral vision in the horizontal meridian of less than 110 degrees in the better eye or any condition that significantly affects peripheral vision in both eyes.

9.12.3.2 Physician Guidance. The physician shall consider that new monocular vision requires a minimum of 6 months for depth perception accommodation in order to safely perform other essential job tasks.

9.12.4 Abnormal Hearing.

9.12.4.1* Physician Evaluation. Abnormal hearing requiring a hearing aid or impairing a member's ability to hear and understand the spoken voice under conditions of high background noise, or hear, recognize, and directionally locate cries or audible alarms, compromises the member's ability to safely perform essential job tasks 2, 6, 8, 10, 12, and 13, and the physician shall report the applicable job limitations to the fire department.

9.12.5 Vertigo, Ataxia, or Disturbance of Gait and Balance.

9.12.5.1* Physician Evaluation. Any condition causing chronic or recurring vertigo, ataxia, or other disturbance of gait and balance compromises the member's ability to safely perform essential job tasks 1, 8, 10, and 13, and the physician shall report the applicable job limitations to the fire department.

9.12.6 Nose, Nasopharynx, Oropharynx, or Dental Structures.

9.12.6.1* Physician Evaluation. Any deformity or disease of the nose, nasopharynx, oropharynx, or dental structures, including anosmia and sinusitis, might compromise the member's ability to safely perform essential job tasks 2, 3, 5, 8, 12, and 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.13* Neurologic Disorders.

9.13.1 Neurologic disorders shall refer to ongoing, chronic, or recurrent disorders that impair an individual's neurological functions, including central regulation, cognitive abilities, strength, perception, reflexes, coordination, gait, and equilibrium.

9.13.2 If the member has any neurologic disorder that significantly impairs the member's neurologic functions, including central regulation, cognitive abilities, strength, perception, reflexes, coordination, gait, and equilibrium, the member shall be individually evaluated in accordance with 9.13.3 through 9.13.11 to determine if the disorders compromise the member's ability to safely perform the essential job tasks.

9.13.3 Ataxias.

9.13.3.1 Physician Evaluation. Ataxias of the hereditary or degenerative type compromise a member's ability to safely perform essential job tasks 1, 4, 6, 7, and 8, and the physician shall report the applicable job limitations to the fire department.

9.13.4 Cerebral Arteriosclerosis.

9.13.4.1* Physician Evaluation. Cerebral arteriosclerosis as evidenced by documented episodes of focal, reversible, or neurological impairment might interfere with the member's ability to safely perform essential job tasks 1 through 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.13.4.1.1 Cerebral arteriosclerosis as evidenced by documented episodes of focal, reversible, or neurological impairment, if irreversible, compromises the member's ability to safely perform essential job tasks 1 through 13, and the physician shall report the applicable job limitations to the fire department.

9.13.4.1.2 Cerebral arteriosclerosis as evidenced by documented episodes of focal, reversible, or neurological impairment, if requiring anticoagulation treatment, compromises the member's ability to safely perform essential job task 8, and the physician shall report the applicable job limitations to the fire department.

9.13.5 Neuromuscular, Demyelinating, and Other Progressive Neurologic Diseases.

9.13.5.1* Physician Evaluation. Neuromuscular, demyelinating, and other progressive neurologic diseases compromise the member's ability to safely perform essential job tasks 1, 4, 6, 7, 8, 12, and 13, and the physician shall report the applicable job limitations to the fire department, unless the member is free of clinical disease for 3 years and evaluation by a specialist concludes that cognitive function and neurologic exam are normal and the member is on no drugs that can impair job function.

9.13.5.2 Physician Guidance. The physician shall consider that this category refers to but is not limited to multiple sclerosis, myasthenia gravis, muscular dystrophies, Huntington's chorea, amyotrophic lateral sclerosis, and bulbar palsy.

9.13.6 Epileptic Conditions.

9.13.6.1* Physician Evaluation. Epileptic conditions including simple, partial complex, generalized, and psycho-motor seizure disorders compromise the member's ability to safely perform essential job tasks 8, 9, 10, 11, and 13, and the physician shall report the applicable job limitations to the fire department unless the member meets all of the following provisions:

(1) No seizures for 1 year off all anti-epileptic medication or 5 years seizure free on a stable medical regimen
(2) Neurologic examination is normal
(3) Imaging (CAT or MRI scan) studies are normal

(4) Awake and asleep EEG studies with photic stimulation and hyperventilation are normal
(5) A definitive statement from a qualified neurological specialist that the member meets the criteria specified in 9.13.6.1(1) through 9.13.6.1(4) and that the member can safely perform the essential job tasks of fire fighting

9.13.7 Cerebral Vascular Bleeding.

9.13.7.1* Physician Evaluation. Cerebral vascular bleeding compromises the member's ability to safely perform essential job tasks 1, 4, 6, 7, 8, 9, 10, 11, 12, and 13, and the physician shall report the applicable job limitations to the fire department unless the cause of bleeding is surgically corrected, exam is normal, and studies (imaging and EEG) are normal off anticonvulsants.

9.13.8 Head Trauma.

9.13.8.1* Physician Evaluation. Head trauma including concussion, brain contusion, subarachnoid hemorrhage, subdural, and/or epidural hematoma might compromise the member's ability to safely perform essential job tasks 1 through 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.13.8.2 Physician Guidance. The physician shall consider having the member evaluated and cleared to return to duty by a qualified neurosurgeon or neurologist following significant head trauma.

9.13.9 CNS Tumors.

9.13.9.1 Physician Evaluation. CNS tumors, depending on their location and the size of the mass, might compromise the member's ability to safely perform essential job tasks 1 through 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.13.9.2 Physician Guidance. The physician shall consider that after successful resection of a CNS tumor a member can safely return to duty with a neurosurgeon's certification if exam and imaging studies are normal (except for surgical site) and EEG shows no epileptic activity off all anti-convulsant medications.

9.13.9.2.1 Where applicable, metastatic workup shall be negative.

9.13.10 Parkinson's and Other Diseases with Tremor.

9.13.10.1 Physician Evaluation. Parkinson's and other diseases with functionally significant tremor or abnormal gait or balance compromise the member's ability to safely perform essential job tasks 1, 2, 4, 5, 6, 7, 8, and 9, and the physician shall report the applicable job limitations to the fire department.

9.13.10.2 Physician Guidance.

9.13.10.2.1 The physician shall evaluate gait, balance, movement, and medications required to maintain function.

9.13.10.2.2 The impact of the operational environment including heat, hazards, stress, and exertion shall be considered and specifically addressed.

9.13.11 Progressive Dementia.

9.13.11.1 Physician Evaluation. Progressive dementia (e.g., Alzheimer's) compromises the member's ability to safely perform essential job tasks 1 through 13, and the physician shall report the applicable job limitations to the fire department.

9.14* Psychiatric and Psychologic Disorders.

9.14.1 Psychiatric and psychologic disorders shall include acute, ongoing, chronic, or recurrent disorders that impair psychological or emotional function.

9.14.2 Psychiatric and psychologic disorders might compromise the member's ability to safely perform essential job tasks 1, 3, 4, 5, 7, 8, 11, 12, and 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.15* Substance Abuse.

9.15.1 Substance abuse shall refer to the frequent and/or persistent use of alcohol or other substances causing the following:

(1) Failure to fulfill major obligations either at work or at home
(2) Verifiable physical or emotional harm to the member
(3) Recurrent legal problems
(4) Exacerbation of social and/or other interpersonal problems

9.15.2 If the member has any substance abuse problem, the member shall be individually evaluated in accordance with 9.15.3 through 9.15.4 to determine if the problem compromises the member's ability to safely perform the essential job tasks.

9.15.3 DSM IV Criteria.

9.15.3.1 Physician Evaluation. DSM IV criteria for substance abuse of alcohol and controlled substances compromise the member's ability to safely perform essential job tasks 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, and the physician shall report the applicable job limitations to the fire department.

9.15.3.2 Physician Guidance.

9.15.3.2.1 The physician shall use medical evaluations, supervisory evaluations, and/or performance evaluations coupled with urine screen and blood toxicology to form a basis for determining and documenting substance abuse.

9.15.3.2.2 There is a high recidivism rate with treatment, but members shall be offered treatment, as in most cases substance abuse is a medical illness.

9.15.4 Methadone Maintenance.

9.15.4.1 Physician Evaluation. Methadone maintenance interferes with cognitive functions, energy, coordination, and equilibrium of the member, and therefore compromises the member's ability to safely perform essential job tasks 1, 4, 5, 7, 8, 10, and 11, and the physician shall report the applicable job limitations to the fire department.

9.16 Medications.

9.16.1 Medications shall include prescribed and over-the-counter medications.

9.16.2 When evaluating a member, the physician shall recognize that the medications in Section 9.16 are listed because of noteworthy side effects that might interfere with the performance of essential job tasks.

9.16.3 If the member is taking medications, the member shall be individually evaluated in accordance with 9.16.4 through 9.16.12 to determine if the medications compromise the member's ability to safely perform the essential job tasks.

9.16.4 Anticoagulation.

9.16.4.1 Physician Evaluation. Full-dose anticoagulation compromises the member's ability to perform essential job task 8 due

to the risk of internal bleeding from trauma with potential for rapid incapacitation from shock or central nervous system hemorrhage, and the physician shall report the applicable job limitations to the fire department.

9.16.5 Narcotics.

9.16.5.1 Physician Evaluation. Narcotics compromise the member's ability to safely perform essential job tasks 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 due to alterations in mental status including vigilance, judgment, and other neurologic functions, and the physician shall report the applicable job limitations to the fire department.

9.16.6 Muscle Relaxants.

9.16.6.1 Physician Evaluation. Muscle relaxants compromise the member's ability to safely perform essential job tasks 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 due to alterations in mental status and other neurologic functions, and the physician shall report the applicable job limitations to the fire department.

9.16.7 Sedatives and Hypnotics.

9.16.7.1 Physician Evaluation. Sedatives and hypnotics compromise the member's ability to safely perform essential job tasks 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 due to alterations in mental status, vigilance, judgment, and other neurologic functions, and the physician shall report the applicable job limitations to the fire department.

9.16.8 Psychiatric Medications.

9.16.8.1 Physician Evaluation. Psychiatric medications might compromise the member's ability to safely perform essential job tasks 5, 8, 11, and 13 due to increased risk of heat stress, movement disorders, and somnolence, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.16.9 Anti-Hypertensive Agents.

9.16.9.1 Physician Evaluation. Certain classes of anti-hypertensive agents (e.g., beta-blockers, high-dose diuretics, and central agents such as clonidine) compromise the member's ability to safely perform essential job tasks 5 and 8 due to risk for dehydration, electrolyte disorders, lethargy, and disequilibrium, and the physician shall report the applicable job limitations to the fire department.

9.16.9.2 Physician Guidance. If the member is on beta-blockers, high-dose diuretics, or central agents such as clonidine, the physician shall refer the member back to his/her physician for consideration of a change in anti-hypertensive medications.

9.16.9.2.1 Once stable off these medications, the member shall be medically re-evaluated for duty.

9.16.9.2.2 Calcium channel blockers shall be acceptable as anti-hypertensive medications, but if used for other cardiac reasons, refer to Section 9.4.

9.16.10 High-Dose Corticosteroids.

9.16.10.1 Physician Evaluation. High-dose corticosteroids for chronic disease compromise the member's ability to safely perform essential job tasks 5 and 8 due to the underlying disease or the risk for dehydration, electrolyte disorders, myopathy, altered sensorium, and/or lethargy, and the physician shall report the applicable job limitations to the fire department.

9.16.10.2 Physician Guidance. If the member is on systemic corticosteroids, other than high-dose corticosteroids, the physician shall refer the member back to his/her physician for consideration of the underlying disease that might compromise the member's ability to safely perform the essential job tasks.

9.16.11 Anabolic Steroids.

9.16.11.1 Physician Evaluation. Anabolic steroids compromise the member's ability to safely perform essential job tasks 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 due to alterations in mental status including vigilance, judgment, and other neurologic functions, and the physician shall report the applicable job limitations to the fire department.

9.16.12 Other Medications.

9.16.12.1 Physician Evaluation. The physician shall evaluate the member to determine if other medications might compromise the member's ability to safely perform essential job tasks 5, 8, 11, and 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.16.12.2 Physician Guidance. The physician shall consider that the member might require careful evaluation for increased risk of heat stress and other side effects of certain medications (e.g., MAOIs, phenothiazines, anti-cholinergics, tricyclic antidepressants), and shall ensure specialized annual follow-up of members taking these medications.

9.17 Tumors — Malignant or Benign.

9.17.1 Malignant conditions of any organ system can produce specific organ dysfunction or generalized debilitation.

9.17.2 When evaluating a member, the physician shall recognize that malignancy or its treatment can result in anemia, malnutrition, pain, and generalized weakness, temporarily or permanently compromising the member's ability to safely perform essential job tasks 1 through 13.

9.17.3 If the member has tumors, whether malignant or benign, the member shall be individually evaluated in accordance with 9.17.4 through 9.17.12 to determine if the tumors compromise the member's ability to safely perform the essential job tasks.

9.17.4 Benign Tumors.

9.17.4.1 Physician Evaluation. Benign tumors might compromise the member's ability to safely perform essential job tasks 1 through 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.17.4.2 Physician Guidance. The physician shall consider that benign tumors will compromise the member's ability to safely perform essential job tasks 1 through 13 only if the space-occupying lesion and/or its treatment affects energy levels or the involved organ system's function.

9.17.5 Acute Illness Related to Malignancy or Its Treatment.

9.17.5.1 Physician Evaluation. Acute illness related to malignancy or its treatment might compromise the member's ability to safely perform essential job tasks 1, 2, 3, 4, 5, 6, 7, 8, 9, and 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.17.5.2 Physician Guidance. The physician shall consider that acute illness related to malignancy or its treatment compromises the member's ability to safely perform essential job tasks 1, 2, 3, 4, 5, 6, 7, 8, 9, and 13 if low energy levels, anemia, weight loss, or specific aspects of that organ's dysfunction lead to debilitation.

9.17.6 Central Nervous System Tumors.

9.17.6.1 Physician Evaluation. Central nervous system tumors might compromise the member's ability to safely perform essential job tasks 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.17.6.2 Physician Guidance.

9.17.6.2.1 When evaluating the member for central nervous system tumors, the physician shall consider that central nervous system tumors compromise the member's ability to safely perform essential job tasks 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 if low energy levels, anemia, undernutrition, weight loss, and specific organ dysfunction (seizures, loss of balance, inability to communicate, inability to process complicated commands in an emergency situation, weakness) are present or lead to a debilitated state affecting anaerobic and aerobic job tasks and the ability to wear personal protective ensembles and SCBA.

9.17.6.2.2 If treated successfully, the member shall undergo evaluation by a specialist who must certify that the exam is normal, imaging studies are normal (except for surgical site), and seizures have not occurred in the absence of anticonvulsant medications, and there is no further evidence of malignancy.

9.17.7 Head and Neck Malignancies.

9.17.7.1 Physician Evaluation. Head and neck malignancies might compromise the member's ability to safely perform essential job tasks 1 through 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.17.7.2 Physician Guidance.

9.17.7.2.1 When evaluating the member for head and neck malignancies, the physician shall consider that head and neck malignancies compromise the member's ability to safely perform essential job tasks 1 through 13 if low energy levels, anemia, undernutrition, weight loss, inability to clear oral secretions, or other specific organ dysfunction interfere with respiration, communication, hydration, and/or eating.

9.17.7.2.2 If treated successfully, a member shall undergo evaluation by a specialist, who must certify that exam shows normal function, imaging studies show no tumor, and overall medical evaluation reveals no condition that might compromise safe performance of essential job tasks.

9.17.8 Lung Cancer.

9.17.8.1 Physician Evaluation. Lung cancer might compromise the member's ability to safely perform essential job tasks 1, 2, 3, 4, 5, 7, 8, 9, and 13, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.17.8.2 Physician Guidance.

9.17.8.2.1 When evaluating the member for lung cancer, the physician shall consider that lung cancer compromises the member's ability to safely perform job tasks if low energy levels, anemia, undernutrition, weight loss, weakness, paraneoplastic syndromes, or specific organ dysfunction (abnormal secretions, dyspnea, or pulmonary dysfunction interfering with or prohibiting use of SCBA or strenuous physical activities) are present.

9.17.8.2.2 If treated successfully, the member shall undergo evaluation by a specialist who must certify that the member has normal function, imaging studies show no tumor, and overall medical evaluation reveals no condition that might compromise safe performance of essential job tasks.

9.17.9 Gastrointestinal Malignancies.

9.17.9.1 Gastrointestinal malignancies might compromise the member's ability to safely perform essential job tasks 1, 3, 4, 5, 7, 8, and 9, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.17.9.2 Physician Guidance.

9.17.9.2.1 When evaluating the member for gastrointestinal malignancies, the physician shall consider that gastrointestinal malignancies compromise the member's ability to safely perform job tasks if low energy levels, anemia, undernutrition, weight loss, weakness, paraneoplastic syndromes, or specific organ dysfunction (abnormal secretions or bowel function interfering with or prohibiting prolonged use of personal protective clothing or prohibiting strenuous physical activities) are present.

9.17.9.2.2 If treated successfully, the member shall undergo evaluation by a specialist who must certify that exam and gastrointestinal functioning appear to be normal (including nutrition intake and excretion), imaging studies show no tumor, and overall medical evaluation reveals no condition that could compromise safe performance of essential job tasks.

9.17.10 Genitourinary Malignancies.

9.17.10.1 Physician Evaluation. Genitourinary malignancies might compromise the member's ability to safely perform essential job tasks 1, 3, 4, 5, 7, 8, and 9, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.17.10.2 Physician Guidance.

9.17.10.2.1 When evaluating the member with a history of genitourinary malignancy, the physician shall consider that genitourinary malignancies compromise the member's ability to safely perform job tasks if altered urinary function prevents prolonged activity without use of toilet facilities or if the underlying tumor has produced low energy levels, anemia, undernutrition, weight loss, or specific organ dysfunction.

9.17.10.2.2 If treated successfully, the member shall undergo evaluation by a specialist who must certify that exam is normal (including nutrition intake and excretion), imaging studies show no tumor, and overall medical evaluation reveals no condition that might compromise safe performance of essential job tasks.

9.17.11 Hematologic or Lymphatic Malignancies.

9.17.11.1 Physician Evaluation. Hematologic or lymphatic malignancies might compromise the member's ability to safely perform essential job tasks 1, 2, 3, 4, 5, 7, 8, and 9, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.17.11.2 Physician Guidance.

9.17.11.2.1 When evaluating the member for hematologic or lymphatic malignancies, the physician shall consider that hematologic or lymphatic malignancies (e.g., leukemias, lymphomas) compromise the member's ability to safely perform essential job tasks 1, 2, 3, 4, 5, 7, 8, and 9 if anemia, lymphopenia, or thrombocytopenia is present or if adverse effects of treatment are present.

9.17.11.2.2 If treated successfully, the member shall undergo evaluation by a specialist who must certify that exam is normal, imaging and laboratory studies show no cancer, and overall medical evaluation reveals no condition that could compromise safe performance of essential job tasks.

9.17.12 Skin Cancer.

9.17.12.1 Physician Evaluation. Skin cancer might compromise the member's ability to safely perform essential job tasks 1, 3, 4, 5, 7, 8, and 9, and after further evaluation and a final medical determination of the member's condition, the physician shall report any applicable job limitations to the fire department.

9.17.12.2 Physician Guidance.

9.17.12.2.1 When evaluating the member for skin cancer, the physician shall consider that skin cancer that requires significant resection, chemotherapy or other systemic anti-neoplastic therapy, or that results in the loss of skin integrity, compromises the member's ability to safely perform job tasks because of low energy levels, anemia, undernutrition, and weight loss, as well as increased risk of burns, infection, dehydration, and heat rash while fire fighting and wearing PPE.

9.17.12.2.2 If treated successfully, the member shall undergo evaluation by a specialist who must certify that exam is normal, imaging and laboratory studies show no cancer, and overall medical evaluation reveals no condition that could compromise safe performance of essential job tasks.

Annex A Explanatory Material

Annex A is not a part of the requirements of this NFPA document but is included for informational purposes only. This annex contains explanatory material, numbered to correspond with the applicable text paragraphs.

A.1.1.1 Some of the medical requirements in this standard are not applicable to candidates and members whose essential job tasks within the fire department are not described in NFPA 1001, NFPA 1002, NFPA 1003, NFPA 1006, NFPA 1021, and NFPA 1051. However, particular attention must be paid to the essential job tasks of individual candidates or members when applying this standard (for example, administrative staff personnel, some EMS personnel, fire/police, and others who do not have responsibility for structural fire fighting and are not required to wear personal protective ensembles and use SCBA). Medical requirements should reflect essential job tasks, and all might not be specifically addressed in this standard. *(See also Chapter 5 and Chapter 9.)*

A.1.2.2 A direct relationship exists between the medical requirements and the job description of members. The job description should include all essential job functions of members, both emergency and nonemergency. Members perform a variety of emergency operations including fire fighting, emergency medical care, hazardous materials mitigation, driving/operating fire apparatus, and special operations. Nonemergency duties can include, but are not limited to, training, station and vehicle maintenance, and physical fitness. Each fire department needs to identify and develop a written job description for members.

A.1.3.2 The specific determination of the authority having jurisdiction depends on the mechanism under which this standard is adopted and enforced. Where this standard is adopted voluntarily by a particular fire department for its own use, the authority having jurisdiction should be the fire chief or the political entity that is responsible for the operation of the fire department. Where this standard is legally adopted and enforced by a body having regulatory authority over a fire department, such as federal, state, or local government or political subdivision, this body is responsible for making those determinations as the authority having jurisdiction. The compliance program should take into account the services the fire department is required to provide, the financial resources available to the fire department, the availability of personnel, the availability of trainers, and such other factors as will affect the fire department's ability to achieve compliance.

A.1.3.3 The most vital resource of any fire department is its members. This standard is to be implemented in a process aimed at improving member health and wellness. Due to the hazardous nature of the occupation, methods to reduce the risk of occupational injury, illness, and exposures to communicable diseases are warranted. Annual reports repeatedly indicate over 100 line-of-duty deaths and 100,000 occupational injuries and illnesses among career and volunteer fire fighters. Another concern is the fire fighters who experience disabling injuries or develop occupational diseases and conditions, which often have debilitating or fatal results, forcing them to leave their fire service activities. There is an increased risk of respiratory and heart disease in fire fighters and strong evidence of a link to some cancers and other conditions related to occupational exposures to carcinogens, toxic products of combustion, and hazardous materials.

Safety and health are two of the many components of the risk management process. The intent of this standard is to reduce the risk and burden of fire service occupational morbidity and mortality while improving the welfare of fire fighters. By implementing the medical requirements of this standard, a fire department commits to a process that evaluates and enhances the health and fitness for duty of members.

A.3.2.1 Approved. The National Fire Protection Association does not approve, inspect, or certify any installations, procedures, equipment, or materials; nor does it approve or evaluate testing laboratories. In determining the acceptability of installations, procedures, equipment, or materials, the authority having jurisdiction may base acceptance on compliance with NFPA or other appropriate standards. In the absence of such standards, said authority may require evidence of proper installation, procedure, or use. The authority having jurisdiction may also refer to the listings or labeling practices of an organization that is concerned with product evaluations and is thus in a position to determine compliance with appropriate standards for the current production of listed items.

A.3.2.2 Authority Having Jurisdiction (AHJ). The phrase "authority having jurisdiction," or its acronym AHJ, is used in NFPA documents in a broad manner, since jurisdictions and approval agencies vary, as do their responsibilities. Where public safety is primary, the authority having jurisdiction may be a federal, state,

local, or other regional department or individual such as a fire chief; fire marshal; chief of a fire prevention bureau, labor department, or health department; building official; electrical inspector; or others having statutory authority. For insurance purposes, an insurance inspection department, rating bureau, or other insurance company representative may be the authority having jurisdiction. In many circumstances, the property owner or his or her designated agent assumes the role of the authority having jurisdiction; at government installations, the commanding officer or departmental official may be the authority having jurisdiction.

A.3.3.1 Candidate. Volunteer members are considered employees in some states or jurisdictions. Volunteer fire departments should seek legal counsel as to their legal responsibilities in these matters.

A.3.3.17 Member. A fire department member can be a full-time or part-time employee or a paid or unpaid volunteer, can occupy any position or rank within the fire department, and can engage in emergency operations. [1500, 2007]

A.4.1.2.1 Fire departments can require candidates to provide some form of medical clearance for candidate participation in pre-employment physical strength and agility tests. When there is such a requirement, the medical clearance forms should enumerate the tasks that the candidate will be asked to safely perform during the test.

A.4.1.4 This physician should also have experience with running an occupational medicine program for public safety workers, preferably fire fighters.

A.4.1.7 The fire department should provide the fire department physician with a representative list of essential job tasks for members of fire departments who wear personal protective ensembles and SCBA to conduct interior structural fire-fighting operations. The tasks on this list should be verified by the fire department to be essential to the job under consideration for each individual candidate or member. A sample list based on NFPA 1001, NFPA 1002, NFPA 1003, NFPA 1006, NFPA 1021, and NFPA 1051 is provided in 5.1.1 and Section 9.1. An effective way to transmit this information to the physician is to use the list with checkboxes in front of each essential job task. This list is taken by a candidate or member to the medical provider at the time of medical evaluation. A check in the box indicates that there is no medical reason why an individual cannot safely perform that particular essential job task.

A.4.1.13.1 Suggested fields (data points) include, but are not necessarily limited to, the following:

(1) Medical history including the following:
  (a) Date of exam
  (b) Medical history
  (c) Smoking history
  (d) Tobacco (smokeless) use
  (e) Smoking in the past year
  (f) Tobacco cessation program participation
  (g) Alcohol use
  (h) Family history of heart disease or cancer
  (i) Personal history of past disease, disorders, or cancer
  (j) Exercise history
(2) Current medical and fitness results including the following:
  (a) Blood pressure and heart rate
  (b) ICD9 codes for physician assessment
  (c) Height and weight
  (d) Body composition (local recording only)
  (e) Blood analysis results
  (f) Urinalysis results
  (g) Vision
  (h) Hearing
  (i) Spirometry
  (j) Chest x-ray
  (k) Resting electrocardiogram
  (l) Cancer screening results
  (m) Immunizations
  (n) Aerobic capacity results
  (o) Muscle strength results
  (p) Muscle endurance results
  (q) Flexibility results

A.4.2.6 Incident scene rehabilitation is an important component of incident scene management that protects the health and safety of fire department members. NFPA 1500, *Standard on Fire Department Occupational Safety and Health Program* and NFPA 1561, *Standard on Emergency Services Incident Management System*, require the establishment of "rehab" during incident scene operations. A significant component of member rehabilitation is ongoing medical evaluation. The standard does not require the fire department physician to be at every incident but does require that the physician coordinate with the EMS medical director to provide protocols for medical evaluation and management of members in emergency incident rehab. This medical planning process ensures optimal medical support for members at the scene and should include criteria for transportation to a medical facility for additional evaluation and treatment. Fire departments can develop specific standard operating procedures establishing conditions under which fire department physician(s) are dispatched to emergency incidents. (*See NFPA 1584, Recommended Practice on the Rehabilitation of Members Operating at Incident Scene Operations and Training Exercises.*)

A.4.4.1 Confidentiality of all medical data is critical to the success of the program. Members need to feel assured that the information provided to the physician will not be inappropriately shared.

A.5.1.1(1) A member, while wearing full protective clothing (turnout coat and pants, helmet, boots, and gloves) and SCBA, is required to safely perform a variety of fire-fighting tasks that require upper body strength and aerobic capacity. For those not familiar with fire suppression, the following specific details inherent to the activities in essential job task 1 are offered:

(1) Lifting and carrying tools and equipment (e.g., axe, halligan tool, pike pole, chain saw, circular saw, rabbet tool, high-rise pack, and hose) that weigh between 7 lb and 20 lb (3.2 kg and 9 kg) and are used in a chopping motion over the head, extended in front of the body, or in a push/pull motion.
(2) Advancing a 1¾ in. (45 mm) or a 2½ in. (65 mm) diameter hose line, which requires lifting, carrying, and pulling the hose at grade, below or above grade, or up ladders. In addition to the weight of the hose itself, a 50 ft (15 m) section of charged 1¾ in. (45 mm) hose contains approximately 90 lb (41 kg) of water, and a 50 ft (15 m) section of 2½ in. (65 mm) hose holds approximately 130 lb (59 kg) of water.
(3) Performing forcible entry while utilizing tools and equipment (e.g., axe, halligan tool, chain saw, circular saw, or rabbet tool) that requires chopping, pulling, or operating these items to open doors, windows, or other barriers to gain access to victims or possible victims or to initiate fire-fighting operations.

(4) Performing ventilation (horizontal or vertical) utilizing tools and equipment (e.g., axe, circular saw, chain saw, pike pole) while operating on a flat or pitched roof or operating off a ground or aerial ladder. This task requires the fire fighter to chop or push tools through roofs, walls, or windows.

Other tasks that could be performed can include search and rescue operations and other emergency response actions under stressful conditions, including working in extremely hot and cold environments for prolonged time periods.

A.6.1.1 The medical history should include the candidate's known health problems, such as major illnesses, surgeries, medication use, and allergies. Symptom review is also important for detecting early signs of illness. A medical history should also include a personal health history, a family health history, a health habit history, an immunization history, and a reproductive history.

An occupational history should also be obtained to collect information about the person's past occupational and environmental exposures.

Physical examination should include the following:

(1) Vital signs
(2) Head, eyes, ears, nose, and throat (HEENT)
(3) Neck
(4) Cardiovascular
(5) Pulmonary
(6) Breast
(7) Gastrointestinal (includes rectal exam for mass, occult blood)
(8) Genitourinary (includes pap smear, testicular exam, rectal exam for prostate mass)
(9) Hernia
(10) Lymph nodes
(11) Neurological
(12) Musculoskeletal
(13) Skin (includes screening for cancers)
(14) Vision testing

Laboratory tests on candidates should include the following:

(1) Blood tests including the following:
(a) CBC with differential, RBC indices and morphology, and platelet count
(b) Electrolytes (Na, K, Cl, HCO_3, or CO_2)
(c) Renal function (BUN, creatinine)
(d) Glucose
(e) Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase)
(f) Total cholesterol, HDL, LDL, clinically useful lipid ratios (e.g., percent LDL), and triglycerides
(2) Urinalysis. Dipstick test for glucose, ketones, leukocyte esterase, protein, blood, and bilirubin.
(3) Audiology. Hearing assessed in each ear at each of the following frequencies: 500 Hz, 1000 Hz, 2000 Hz, 3000 Hz, 4000 Hz, 6000 Hz, and 8000 Hz. Results should be corrected for age as permitted by OSHA. Baseline audiometry is performed in accordance with 29 CFR 1910.95, "Occupational noise exposure." The basics of this standard include the following:
(a) The first audiogram done (for members this will probably be done during their pre-placement exam) becomes the baseline audiogram.
(b) If subsequent audiograms are better than the baseline, then the best one becomes the baseline. All audiograms should be done with no exposure to industrial noise for 14 hours.
(4) Spirometry. Pulmonary function testing (spirometry) is conducted to measure the member's forced vital capacity (FVC), forced expiratory volume in 1 second (FEV_1), and the FEV_1/FVC ratio. Data is corrected within American Thoracic Society Guidelines and normative equations (Knudson et al., 1983 and ACOEM 2000).
(5) Chest radiography. Chest x-ray posterior-anterior and lateral views.
(6) Electrocardiograms (EKG). A resting 12-lead EKG.
(7) Immunizations and infectious disease screening. The following infectious disease immunizations or infectious disease screenings are to be provided, as indicated:
(a) Tuberculosis screen (PPD)
(b) Hepatitis C virus screen (baseline)
(c) Hepatitis B virus vaccinations
(d) Tetanus/diphtheria vaccine (booster every 10 years)
(e) Measles, mumps, rubella (MMR) vaccine
(f) Polio vaccine given to uniformed personnel if vaccination or disease is not documented
(g) Hepatitis A vaccine, offered to high-risk (hazmat, USAR, and SCUBA) and other personnel with frequent or expected frequent contaminated water exposures
(h) Varicella vaccine, offered to all non-immune personnel
(i) Influenza vaccine, offered to all personnel

A.6.3.1.2(1) Deformities of the skull can result in the member's inability to properly wear protective equipment.

A.6.3.1.2(2) These deformities can result in the potential for sudden incapacitation, the inability to properly wear protective equipment, and the inability to communicate effectively due to oropharyngeal dysfunction.

A.6.3.1.2(3) Loss of or congenital absence of the bony substance of the skull can result in the inability to properly wear protective equipment and the inability to communicate effectively due to oropharyngeal dysfunction.

A.6.3.2.2(1) Thoracic outlet syndrome can result in frequent episodes of pain or inability to safely perform work.

A.6.3.2.2(2) Congenital cysts, chronic draining fistulas, or similar lesions can result in the inability to properly wear protective equipment and the inability to communicate effectively due to oropharyngeal dysfunction.

A.6.3.2.2(3) The contraction of neck muscles can result in the inability to properly wear protective equipment and the inability to safely perform functions as a member due to limitation of flexibility.

A.6.4.1(1) Far visual acuity is at least 20/30 binocular, corrected with contact lenses or spectacles. Far visual acuity uncorrected is at least 20/40 binocular for wearers of hard contacts or spectacles. Successful long-term soft contact lens wearers (that is, 6 months without a problem) are not subject to the uncorrected standard. Inadequate far visual acuity can result in the failure to be able to read placards and street signs or to see and respond to imminently hazardous situations.

A.6.4.1(2) This does not refer to abnormal color perception such as red/green color blindness.

Persons with severe color vision loss will likely fail the acuity requirement. Formerly, color vision deficiency was listed as a Category B medical condition. However, it is felt that within most cases this condition will not affect the ability of a member to safely perform the essential functions of his or her job. The fire service physician should consider the color vision deficiency of the individual and consider the color vision requirements of the member's job and reach an individual determination.

A.6.4.1(3) Candidates with monocular vision are not allowed to drive per DOT/CDL regulations.

A.6.4.2(1) These diseases of the eye can result in the failure to read placards and street signs or to see and respond to imminently hazardous situations.

A.6.4.2(2) Sufficient time (approximately 2 weeks for radial keratotomy and Lasik-type surgeries, and 3 months for retinal detachment) must have passed to allow stabilization of visual acuity and to ensure that there are no post-surgical complications. These ophthalmological procedures can result in the failure to be able to read placards and street signs or to see and respond to imminently hazardous situations.

A.6.5 Currently, no hearing tests will allow the fire department physician to accurately predict whether the fire fighter will adequately be able to safely perform essential job duties. Job-specific hearing tests should be individualized for each department and its specific job functions. The following list of hearing-specific tasks can assist to direct development of hearing protocols:

(1) Understanding spoken commands, both over the radio and while wearing SCBA
(2) Hearing alarm signals, including building evacuation, low air alarm on the SCBA, and PASS alarms
(3) Hearing and locating the source of calls for assistance from victims or other fire fighters

All of these tasks will need to be performed with reasonably simulated incident scene background noise and SCBA noise. The inability to hear sounds of low intensity or to distinguish voice from background noise can lead to failure to respond to imminently hazardous situations. *(See 5.1.1.)*

A.6.5.2(1) Unequal hearing can result in the inability to localize sounds, leading to failure in the ability to safely perform search and rescue and other localization tasks.

A.6.5.2(4) Severe external otitis — that is, recurrent loss of hearing — can result in the inability to hear sounds of low intensity or to distinguish voice from background noise, leading to failure to respond to imminently hazardous situations.

A.6.5.2(5) Severe agenesis or traumatic deformity of the auricle can result in the inability to properly wear protective equipment and the inability to hear sounds of low intensity or to distinguish voice from background noise, leading to failure to respond to imminently hazardous situations.

A.6.5.2(6) Severe mastoiditis or surgical deformity of the mastoid can result in the inability to properly wear protective equipment and the inability to hear sounds of low intensity or to distinguish voice from background noise, leading to failure to respond to imminently hazardous situations.

A.6.5.2(7) Ménière's syndrome or severe labyrinthitis can result in the potential for sudden incapacitation and the inability to safely perform job functions due to limitations of balance.

A.6.5.2(8) Otitis media (chronic) can result in frequent episodes of pain and the inability to hear sounds of low intensity or to distinguish voice from background noise, leading to failure to respond to imminently hazardous situations.

A.6.6.2(1) Diseases of the jaws or associated tissues can result in the inability to communicate effectively and/or to properly wear protective equipment.

A.6.6.2(2) The wearing of orthodontic appliances can result in the inability to communicate effectively and/or to properly wear protective equipment.

A.6.6.2(3) Extensive loss of oral tissues can result in the inability to properly wear protective equipment and the inability to communicate effectively due to oropharyngeal dysfunction.

A.6.6.2(4) This condition can result in the inability to properly wear protective equipment and the inability to communicate effectively due to oropharyngeal dysfunction.

A.6.7.1(1) A tracheostomy can result in the inability to properly wear protective equipment, the inability to safely perform job functions due to limitations of endurance, and the inability to communicate effectively due to oropharyngeal dysfunction.

A.6.7.1(2) Aphonia can result in the inability to communicate effectively due to oropharyngeal dysfunction.

A.6.7.2(1) A congenital or acquired deformity can result in the inability to properly wear protective equipment.

A.6.7.2(2) Allergic rhinitis can result in frequent episodes of pain, the inability to safely perform work, and the inability to safely perform essential job tasks due to limitations of endurance.

A.6.7.2(4) Recurrent sinusitis can result in frequent episodes of pain and the inability to safely perform essential job tasks due to limitations of endurance.

A.6.7.2(5) Severe dysphonia can result in the inability to communicate effectively due to oropharyngeal dysfunction.

A.6.8.1(6) Chronic obstructive airways disease can result in the inability to safely perform essential job tasks due to limitations of endurance.

A.6.8.1(7) Hypoxemic disorders can result in the inability to safely perform essential job tasks due to limitations of endurance.

A.6.8.1(8) The term *asthma*, or *reactive airways dysfunction syndrome*, is not meant to include acute, nonrecurring bronchitis treated with bronchodilators for only days to weeks. Recurrent or persistent allergic, irritant, exertional, or other forms of asthma are included. Bronchial asthma or reactive airways disease can result in frequent unpredictable episodes of shortness of breath and the potential for sudden incapacitation, leading to the inability to safely perform essential job tasks due to limitations of endurance. Acute hyperreactivity in the fire or hazardous materials environment can induce immediate or progressive clinical asthma (bronchospasm and wheeze) that can lead to sudden incapacitation from status asthmaticus and/or cardiac ischemia. True asthma is a chronic condition with a clinical history of recurrent reversible bronchospasm or longstanding, persistent reversible bronchospasm. Based on the pathophysiology of this disease, it is reasonable that exposure to smoke or other irritants on the fire ground or hazardous materials environment can lead not only to acute exacerbations but can also worsen the progression of their underlying obstructive inflammatory disease. If this occurs in an environment that is immediately dangerous to life and

health (e.g., interior fire suppression or certain hazardous material operations), it can have potential devastating consequences for the member, team, or mission. There are no studies that support or deny that asthma in this environment can be prevented or adequately controlled by anti-inflammatory medications (inhaled corticosteroids, cromolyn, leukotriene modifiers). It is not acceptable to use or rely on bronchodilator medications for this purpose because (1) their use is for rescue after attack and not for prevention of bronchospasm in an irritant environment, (2) there are no studies that support or deny that their use is effective in a fire/smoke environment, and (3) several studies have implicated the use of beta-agonists (short- and long-acting bronchodilators) as an independent risk for sudden death and myocardial infarction in the United States, Canada, Britain, New Zealand, and Australia.

A.6.8.1.1 Because the clinical definition of asthma is reversible bronchospasm, spirometry, or pulmonary function, testing performed in the absence of a clinical attack is expected to be normal and might not even show a bronchodilator response. Only if performed during an attack will spirometry or other pulmonary function tests show obstructive airway flow limitations. Therefore, in candidates who report that their bronchospasm was temporary and has resolved, spirometry should show adequate reserve (FVC and FEV_1 greater than or equal to 90 percent predicted) without significant bronchodilator response (less than 12 percent change and less than 200 mL increase) when performed off bronchodilators on the day of testing. For population studies, pulmonary function is considered normal when greater than or equal to 80 percent predicted, but for an individual with a history of asthmatic bronchospasm who is being considered for job tasks performed in a potentially irritant environment, it is reasonable diligence to require pulmonary function with a greater specificity for demonstrating adequate reserve (greater than or equal to 90 percent predicted). Challenge testing should also be performed to show no evidence for clinically significant airway hyperreactivity [i.e., to be normal or negative there should be less than 20 percent decline in FEV_1 with cold air, exercise (12 METS), or a methacholine (PC_{20} greater than 8 is considered normal as response at dose greater than 8 mg might not be clinically significant)]. Challenge testing should be performed off all anti-inflammatory medications for 4 weeks preceding the test and off all bronchodilators the day of testing. Challenge testing should (1) only be performed by an experienced specialist, (2) not be performed in candidates without a history suggestive of asthma, as there was no indication for testing, and (3) never be performed in candidates with abnormal pulmonary function, as these candidates have already demonstrated that they cannot safely perform essential job tasks and further testing might induce life-threatening bronchospasm. Normal spirometry with adequate reserve, a negative challenge test [as described by the American Thoracic Society (ATS)], and no recent episode of bronchospasm off medications should be considered evidence that the candidate does not have clinically significant airways hyperactivity or asthma.

A.6.8.2(1) These conditions can result in the inability to safely perform essential job tasks due to limitations of strength or endurance and can result in the potential for sudden incapacitation.

A.6.8.2(3) Fibrothorax, chest wall deformity, and diaphragm abnormalities can result in the inability to safely perform essential job tasks due to limitations of endurance.

A.6.8.2(4) Interstitial lung diseases can result in the inability to safely perform essential job tasks due to limitations of endurance.

A.6.8.2(5) Pulmonary vascular diseases and pulmonary embolism can result in frequent episodes of pain and the inability to safely perform essential job tasks due to limitations of endurance.

A.6.8.2(6) Bronchiectasis can result in the inability to safely perform essential job tasks due to limitations of endurance.

A.6.9.1.1(1) Angina pectoris can result in frequent episodes of pain or the inability to safely perform essential job tasks, progressive illness leading to functional impairment, and the potential for sudden incapacitation.

A.6.9.1.1(2) Heart failure can result in frequent episodes of pain or the inability to safely perform work, progressive illness leading to functional impairment, and the potential for sudden incapacitation.

A.6.9.1.1(3) These conditions can result in frequent episodes of pain or the inability to safely perform essential job tasks.

A.6.9.1.1(4) Recurrent syncope can result in the potential for sudden incapacitation.

A.6.9.1.1(5) A medical condition requiring an automatic implantable cardiac defibrillator can result in the potential for sudden incapacitation.

A.6.9.1.1(7) If the person is pacemaker-dependent, then the risk for sudden failure due to trauma is not acceptable. Those with cardiac pacemakers can have the potential for sudden incapacitation.

A.6.9.1.2(1) Specific recommendations include the following:

(1) *Mitral stenosis.* Mitral stenosis is acceptable if in sinus rhythm and stenosis is mild — that is, valve area is greater than 1.5 cm^2 or pulmonary artery systolic pressure is less than 35 mm Hg.
(2) *Mitral insufficiency.* Mitral insufficiency is acceptable if in sinus rhythm with normal left ventricular size and function.
(3) *Aortic stenosis.* Aortic stenosis is acceptable if stenosis is mild — that is, mean aortic valvular pressure gradient is less than 20 mm Hg.
(4) *Aortic regurgitation.* Aortic regurgitation is acceptable if left ventricular size is normal or slightly increased and systolic function is normal.
(5) *Prosthetic valves.* Prosthetic valves are acceptable unless full anticoagulation is in effect.

A.6.9.1.2(2) Recurrent paroxysmal tachycardia can result in the potential for sudden incapacitation and the inability to safely perform essential job tasks due to limitations of strength or endurance.

A.6.9.1.2(3) These blocks will result in disqualification unless exercise can be performed with an adequate heart rate response. They can result in the inability to safely perform essential job tasks, and have the potential for sudden incapacitation.

A.6.9.1.2(6) Ventricular ectopy or nonsustained ventricular tachycardia can result in the potential for sudden incapacitation and the inability to safely perform job functions due to limitations of strength or endurance. Medical clearance requires that (1) an echocardiograph shows normal function and no evidence of structural abnormalities and (2) stress testing to a workload of at least 12 METS, off cardiac medications, shows no evidence for ischemia, ventricular tachycardia, or ventricular fibrillation. Premature ventricular contractions (PVCs) should resolve with increasing levels of exercise up to 12 METS.

A.6.9.1.2(7) Hypertrophy of the heart can result in the potential for sudden incapacitation and the inability to safely perform essential job tasks due to limitations of endurance.

A.6.9.1.2(8) A history of a congenital abnormality that has been treated by surgery but with residual complications or that has not been treated by surgery, leaving residuals or complications, can result in frequent episodes of pain or the inability to safely perform essential job tasks and the potential for sudden incapacitation.

A.6.9.1.2(9) These conditions can result in the inability to safely perform job functions due to limitations of endurance.

A.6.9.2.1(1) Hypertension that is uncontrolled, poorly controlled, or requires medication likely to interfere with the safe performance of essential job tasks is an illness that can lead to functional impairment and potential for sudden incapacitation.

A.6.9.2.1(2) An aneurysm of the heart or major vessel, congenital or acquired, can result in the inability to safely perform essential job tasks and the potential for sudden incapacitation.

A.6.9.2.1(4) Peripheral vascular disease can impair sensation, can increase the likelihood of injury, and can result in frequent episodes of pain or the inability to safely perform essential job tasks due to limitations of endurance.

A.6.9.2.2(2) Recurrent thrombophlebitis can result in frequent episodes of pain or the inability to safely perform essential job tasks and the inability to safely perform functions as a member due to limitations of endurance.

A.6.9.2.2(3) Chronic lymphedema can result in the inability to safely perform essential job tasks due to limitations of endurance.

A.6.9.2.2(4) Congenital or acquired lesions of the aorta or major vessels — for example, syphilitic aortitis, demonstrable atherosclerosis that interferes with circulation, and congenital acquired dilatation of the aorta — can result in the potential for sudden incapacitation and the inability to safely perform essential job tasks due to limitations of endurance.

A.6.9.2.2(5) Marked circulatory instability can result in the inability to safely perform job functions due to limitations of endurance and the inability to safely perform essential job tasks due to limitations of balance.

A.6.10.2(1) Cholecystitis (that which causes frequent pain due to stones or infection) can result in frequent episodes of pain and the inability to safely perform essential job tasks.

A.6.10.2(2) Gastritis (that which causes recurrent pain and impairment) can result in frequent episodes of pain and the inability to safely perform essential job tasks.

A.6.10.2(3) GI bleeding can cause fatigue and/or hemodynamic instability resulting in the inability to safely perform essential job tasks.

A.6.10.2(4) Acute hepatitis (until resolution of acute hepatitis as determined by clinical examination and appropriate laboratory testing) can result in frequent episodes of pain and the inability to safely perform essential job tasks.

A.6.10.2(5)(c) The member should be evaluated for persistent abnormality causing increased risk of infection and/or strangulation.

A.6.10.2(6) Inflammatory bowel disease (that which causes disabling pain or diarrhea) can result in frequent episodes of pain and the inability to safely perform essential job tasks. It is a progressive illness leading to functional impairment.

A.6.10.2(7) Intestinal obstruction (that is, recent obstruction with impairment) can result in frequent episodes of pain, the inability to safely perform essential job tasks, and the potential for sudden incapacitation.

A.6.10.2(8) Pancreatitis (chronic or recurrent) can result in frequent episodes of pain and the inability to safely perform essential job tasks.

A.6.10.2(10) A bowel resection (if frequent diarrhea precludes performance of duty) can result in frequent episodes of pain and the inability to safely perform essential job tasks.

A.6.10.2(11) A gastrointestinal ulcer (where symptoms are uncontrolled by drugs or surgery) can result in frequent episodes of pain and the inability to safely perform essential job tasks.

A.6.10.2(12) The member should be evaluated for underlying disease, history of trauma, or associated infections.

A.6.10.2(13) Cirrhosis, hepatic or biliary (that which is symptomatic or in danger of bleeding), can result in frequent episodes of pain and the inability to safely perform essential job tasks.

A.6.10.2(14) Chronic active hepatitis can result in weakness, general malaise, and the inability to safely perform essential job tasks.

A.6.14.2(1) The member should be evaluated for residual instability (subluxation) or significant limitation of motion.

A.6.14.2(4) The member should be evaluated for residual instability or laxity of ligament or intra-articular arthritis, which could cause instability in limb, inadequate range of motion, or increased pain or would limit crawling, kneeling, jumping, safe ladder use, or safe stretcher carrying.

A.6.14.2(5) The member should be evaluated for residual signs or symptoms (e.g., pain, swelling, atrophy, range of motion, gait).

A.6.14.2(6) The member should be evaluated for resulting functional impairment, disease activity, and chronicity.

A.6.15.1(4) The candidate should be free of clinical disease for 3 years, a neurologic exam should be normal, and the candidate should not require drugs that can impair ability to safely perform essential job tasks. In considering performance of essential job tasks, the impact of the operational environment (e.g., heat, stress, activity, variable night shifts) on exacerbations should be considered and specifically addressed by the neurological specialist and the medical officer.

A.6.15.1(5) The candidate should be free of clinical disease for 3 years and off all drug and other treatment. Cognitive function, neurologic exam, and respiratory status should all be normal and the candidate should be free of disease exacerbations for 3 years and off all drug treatment.

A.6.15.2(2) Exam and imaging studies should be normal and medications needed to control chronic pain should not affect neurologic or cardiac function (energy, cognitive ability, equilibrium, etc.). Examples include the following:

(1) Neuropathy (cranial, peripheral, plexus, etc.). Motor and sensory neurological exams and diagnostic/imaging studies (as needed) should be normal, and medications needed to control pain should not affect nervous system function (energy, cognitive ability, equilibrium, etc.).

(2) Myopathy and/or myositis. Motor strength is normal, pain is controlled without narcotics, renal function is normal, and neither heart nor diaphragm is involved.
(3) History of infectious myo-neuropathies (e.g., Guillain-Barré, post-botulism, post-polio syndrome). Cognitive function, neurologic exam, and diagnostic imaging studies (as needed) should be normal.

A.6.16.2(1) The candidate should be evaluated for severity, chronicity, pain, likelihood of serious occupational infectious exposure, requirement for continuous medication, and impairment of ability to safely perform essential job tasks.

A.6.16.2(2) The candidate should be evaluated for thinned, stretched skin that is at risk for easy breakdown, burn damage, abnormal sensations, or infection.

A.6.16.2(3) The candidate should be evaluated for systemic involvement, skin involvement that interferes with essential job tasks, or presence of localized complications such as fissures, weeping, or ulcerations, due to risk of burn injury and/or infection.

A.6.16.2(4) The candidate should be evaluated for associated systemic lupus, skin integrity, and Raynaud's phenomenon.

A.6.16.2(5) The candidate should be evaluated for functional limitation of hand and/or foot when exposed to cold or systemic involvement of skin, muscles, heart, lungs, or neurologic system that would compromise the safe performance of essential job tasks.

A.6.16.2(6) The candidate should be evaluated for sclerodactyly with significant loss of function or systemic involvement.

A.6.16.2(7) The candidate should be evaluated for associated leg swelling, loss of function, or systemic involvement.

A.6.16.2(8) The candidate should be evaluated for percent body involvement with redness and scaling, requirement for regular application of lubrication/medication, and/or potential effect on safe performance of essential job tasks.

A.6.16.2(9) The candidate should be evaluated for extent, severity, chronicity, and known precipitants with attention to potential risk of serious, occupational infectious exposures or other interference with safe performance of essential job tasks.

A.6.16.2(10) The candidate should be evaluated for swelling, redness, scaling, itching, weeping, and/or cracking, pain, loss of function (e.g., cannot stand for long periods of time), or ulceration.

A.6.16.2(11) The candidate should be evaluated for functional limitations, ability to wear helmet, SCBA facepiece, and protective clothing, and requirements for continuous treatment.

A.6.16.2(12) The candidate should be evaluated for extent, chronicity, and interference with safe performance of essential job tasks.

A.6.16.2(13) The candidate should be evaluated for extent, chronicity, pain, ability to wear protective ensemble, and risk of occupational infectious exposure.

A.6.16.2(14) The candidate should be evaluated for extent and acuity of blistering, loss of function, aggravating agent(s) if known, ability to wear protective ensemble, ability to tolerate moderate, incidental, job-related trauma to skin, risk of occupational infectious exposure, or inability to safely perform essential job tasks.

A.6.16.2(15) The candidate should be evaluated for severity, chronicity, association with underlying medical condition, and requirement for medications (antihistamines) that interfere with the ability to safely perform essential job tasks.

A.6.18.1(1) Type 1 diabetes was previously called insulin-dependent diabetes mellitus (IDDM) or juvenile-onset diabetes. Type 1 diabetes develops when the body's immune system destroys pancreatic beta cells, the only cells in the body that make the hormone insulin, which regulates blood glucose. This form of diabetes usually strikes children and young adults, although disease onset can occur at any age. Type 1 diabetes can account for 5 percent to 10 percent of all diagnosed cases of diabetes. In order to survive, people with Type 1 diabetes must have insulin delivered by a pump or injections.

Type 2 diabetes was previously called non-insulin-dependent diabetes mellitus (NIDDM) or adult-onset diabetes. Type 2 diabetes can account for about 90 percent to 95 percent of all diagnosed cases of diabetes. It usually begins as insulin resistance, a disorder in which the cells do not use insulin properly. As the need for insulin rises, the pancreas gradually loses its ability to produce insulin. Type 2 diabetes is associated with older age, obesity, family history of diabetes, prior history of gestational diabetes, impaired glucose tolerance, physical inactivity, and race/ethnicity. Type 2 diabetes is increasingly being diagnosed in children and adolescents. Many people with Type 2 diabetes can control their blood glucose by following a careful diet and exercise program, losing excess weight, and taking oral medication. Among adults with diagnosed diabetes, about 12 percent take both insulin and oral medications, 19 percent take insulin only, 53 percent take oral medications only, and 15 percent do not take either insulin or oral medications.

Risk of hypoglycemia (low blood sugar) remains the major concern in regard to those with diabetes being or becoming fire fighters. This risk is greatest in those with Type 1 diabetes.

In general, patients treated with oral diabetes medications are at little risk of significant hypoglycemia. Patients treated with metformin, alpha-glucosidase inhibitors, or thiazolidinediones alone or in combination with each other are at no risk of hypoglycemia, as these classes of drug do not increase insulin levels. Patients treated with sufonylureas and related drugs have a risk of severe hypoglycemia less than 1 percent of the risk associated with insulin treatment. Patients treated with diet and exercise alone (no oral diabetes medications or insulin) are at no risk of hypoglycemia.

Fire fighting entails a unique set of conditions that need to be considered in regard to those with diabetes and the risks of hypoglycemia. Unpredictable meal schedules, periods of physical exertion, adrenergic stimulation, and sleep deprivation all present challenges to fire fighters with diabetes. There are occasions when there is no safe access to food or other forms of oral glucose while wearing respiratory protection in a hazardous environment, and the typical symptoms of hypoglycemia might not be recognized as easily in the midst of fighting a fire. As well, it is not always possible to exit a hazard zone rapidly enough to treat hypoglycemic symptoms when detected. Members engaged in fire suppression are at greater risk than those engaged in other emergency activities (EMS, law enforcement) for this reason.

A review of current published data suggests that with careful individualized assessment it is possible to identify those with diabetes who can function fully as fire fighters and who do not present a significant risk to themselves, their fellow fire fighters, or to those they serve.

The individualized assessment process and criteria included in this standard were set up to assure that only those who are managing their diabetes conscientiously using the most up-to-date approaches would be eligible to be a fire fighter. In addition, certain patients have a greater tendency for significant hypoglycemia despite the quality of their diabetes management. Such individuals are not good candidates to be fire fighters and, accordingly, are excluded from service under the criteria in this standard.

This individualized assessment is possible in large part because a great deal of change has occurred in the treatment of diabetes in recent years. Previously patients used insulins that were somewhat unpredictable in the time course of their action and generally took two injections per day. Today, there are insulins that are far more predictable and are either very long acting and essentially treat only endogenous glucose production (and therefore do not depend on a patient eating on a regular schedule) or are very rapid and therefore can be administered directly before, during, or even shortly after one eats, significantly decreasing the chance of insulin being taken and then the meal being interrupted due to fire-fighting duties.

Regimens now referred to as "basal bolus" are composed of a very long-acting basal (or background) insulin, which controls glucose levels overnight and in the absence of glucose intake, and rapid-acting (bolus) insulins that are dosed just prior to, during, or even after meals based on blood glucose levels at that time, the amount of carbohydrate that the person expects to consume, and any anticipated change in physical activity patterns over the next number of hours.

These regimens have resulted in improved overall blood glucose control with significantly less risk of hypoglycemia for many patients.

Additional major advances in the size, speed, and sophistication of blood glucose meters provide for easy, accurate, and rapid assessment of blood glucose levels. Such monitoring techniques, as well as the generally increased self-awareness that accompanies consistent self-monitoring, enable the motivated fire fighter with diabetes to assess blood glucose levels and ingest a safety net of carbohydrates before entering a hazardous environment. Similarly, major advances in insulin delivery systems have greatly increased the ability of the motivated individual with diabetes to achieve a level of diabetes self-management consistent with the duties of fire fighting.

In order to get maximum effect from these medical advances, and to minimize the risk of hypoglycemia, patients with diabetes must check their blood glucose level frequently (as recommended based on factors such as type of therapy and glycemic history), review these results on a regular basis, and see their diabetes care provider regularly for discussion in regard to any necessary changes in treatment. Patient evaluation needs to look for any of the known risk factors for serious hypoglycemia or evidence of any of the known microvascular (eye disease, kidney disease, or nerve disease) or macrovascular (cardiovascular disease, peripheral arterial disease) complications of diabetes. A 12 MET stress test is required because myocardial infarction remains the major cause of line-of-duty fatalities, and diabetes is a risk factor for myocardial ischemia, especially silent myocardial ischemia.

The individualized assessment described previously demands a very close and good working relationship between the patient and the diabetes care provider. The experience of those who care for current fire fighters with diabetes is that many are highly motivated and will do whatever it takes to perform their jobs at a high level and in a safe manner.

A.6.18.1(1)(g)iv. Episodes of severe hypoglycemia are associated with an increased risk of subsequent episodes. Hypoglycemia can interfere with cognitive function and judgment. Presence of microvascular and neurological complications of diabetes can increase the risk of hypoglycemic events.

A.6.18.1(2)(g)iv. Episodes of severe hypoglycemia might predict an increased risk of subsequent episodes. Hypoglycemia can interfere with cognitive function and judgment. Presence of microvascular and neurological complications of diabetes can increase the risk of hypoglycemic events.

A.6.18.2(1) The candidate should be evaluated for absence of orthostatic hypotension, electrolyte disorders, ability to maintain hydration during exercise under extreme environmental conditions, and normal thyroxine levels with supplementation.

A.6.19.2(2) Previous burn injury per se does not interfere with the essential job tasks of fire fighting. Extensive burn injury with or without the need for skin grafting can result in skin surfaces that are easily damaged, sensitive to chemical or solvent exposure, or lacking in sweat or sebaceous glands. The candidate should be evaluated for heat or cold intolerance, range of motion and motor strength, and ability to wear personal protective clothing and equipment.

A.6.20.2(1) The candidate should be evaluated for space-occupying lesion, treatment, or sequelae affecting ability to perform essential job tasks.

A.6.20.2(2) The candidate should be evaluated for history or risk of seizure; residual effects on balance, coordination, strength, speech, judgment; and medication requirements.

A.6.20.2(3) The candidate should be evaluated for ability to wear SCBA and maintain nutrition and oral hydration.

A.6.20.2(4) The candidate should be evaluated for residual pulmonary function and medication requirements.

A.6.20.2(5) The candidate should be evaluated for abnormal bowel or urinary function that would interfere with emergency operations where toilet facilities are unavailable, the ability to maintain nutrition and hydration, and medication requirements.

A.6.20.2(6) The candidate should be evaluated for muscle strength, deformity interfering with function, or the ability to wear protective ensemble.

A.6.20.2(7) The candidate should be evaluated for anemia, leukopenia, or thrombocytopenia, or residual cardiac, pulmonary, GI, dermatological, or neurological effects of surgery, radiation, or chemotherapy.

A.6.22.2 The candidate should be evaluated for an underlying condition requiring the medication and effects of medication that could affect ability to safely perform essential job tasks.

A.7.1.3 A department should set protocols regarding length of time absent from duty and/or medical conditions that require the department physician to evaluate a member. Physical therapy, strength training, work hardening, functional capacity evaluations, and alternate duty are all activities that can be helpful.

A.7.2.2(5) Universal agreement exists that wellness, fitness, and risk reduction for cardiovascular disease, pulmonary disease, and cancer can be reduced by tobacco abstinence, regular exercise, and control of weight, hypertension, cholesterol, and blood sugar. The annual medical evaluation should serve

as one of many opportunities in the fire department to modify these risk factors. Clearly, risk reduction is easier if there is early intervention and if the department promotes wellness and fitness. Tobacco cessation programs should be available to the member, and all fire department facilities should be tobacco-free zones. Control of weight, hypertension, cholesterol, and blood sugar are all improved with dietary education and regular exercise.

A.7.7.1 If performing these tests as part of an automated panel that includes additional tests is more cost-effective, it is acceptable to do so.

A.7.7.4.1 Pulmonary spirometry is an essential part of the annual medical evaluation of fire fighters while wearing personal protective clothing and SCBA. Spirometric measures include the FVC, the FEV_1, and the calculated FEV_1/FVC ratio. Other spirometric measures of small airway flow limitations [e.g., forced expiratory flow (FEF) 25 percent to 75 percent] should not be used for screening evaluations. For spirometric measurements to be properly interpreted, they need to be performed according to American Thoracic Society recommendations. Modern spirometry allows for this through use of computer-assisted quality control of both calibration and testing procedures. Based on American Thoracic Society criteria, a normal FVC or FEV_1 is within the range of 80 percent to 120 percent of predicted and minimal reductions are between 60 percent and 79 percent of predicted. Thus, when the FVC or FEV_1 is reduced below 60 percent of predicted, substantial dysfunction is present. For this reason, the American Thoracic Society considers moderate chronic obstructive pulmonary disease to be present when the FEV_1/FVC ratio is 0.45 to 0.59 (absolute ratio rather than percent of predicted) and severe chronic obstructive pulmonary disease to be present when the FEV_1/FVC ratio is less than 0.45 (absolute ratio rather than percent of predicted). Moderate to severe restriction is defined by an FVC less than 0.60 percent of predicted with an FEV_1/FVC ratio greater than 0.90. In certain cases, additional pulmonary function testing can be required, such as pre- and post-spirometry, lung volumes, diffusing capacity, exercise testing, and/or challenge testing, but these tests are not screening tests and should be performed in a laboratory setting by an experienced specialist.

A.7.7.6.1 Baseline electrocardiography should be conducted. (Periodic resting electrocardiograms have not been shown to be useful but can be reasonable as a member's age increases.)

A.7.7.6.3 No firm guidelines for stress electrocardiography in asymptomatic individuals have been developed. Stress electrocardiography, as a screening tool, is used as part of an evaluation of aerobic capacity during the annual occupational fitness evaluation. Submaximal stress electrocardiography testing to 85 percent is commonly used as part of this screening.

Submaximal stress electrocardiography testing should not be used for diagnostic purposes. Cardiology evaluation with maximal stress electrocardiography together with imaging techniques (e.g., echocardiography, technetium Tc99m sestamibi study, and/or coronary angiography) is necessary for diagnostic purposes for the following:

(1) Fire fighters with positive or questionably positive changes on screening submaximal stress
(2) Fire fighters with new onset chest pain or other symptoms suggestive of coronary artery disease (CAD)
(3) Fire fighters over the age of 45 (for men) and 55 (for women) with two or more risk factors for CAD as defined below; if stress electrocardiography with imaging is negative, then repeat as clinically indicated or at least every 5 years
(4) Fire fighters identified in 9.4.3.1

Risk factors for CAD include hypercholesterolemia (total cholesterol greater than 240 mg/dL), hypertension (systolic greater than 140 and/or diastolic greater than 90), smoking, diabetes mellitus, or family history of premature CAD (heart attack or sudden cardiac death in a first degree relative less than 60 years of age).

A.7.7.8(1) An annual TB program should include the following:

(1) Documentation of a two-step purified protein derivative (PPD) prior to this PPD or a 0 mm PPD within the past year.
(2) Placement of PPD and reading by a trained, designated reader within 48 hours to 72 hours of placement. Members with a history of positive PPD should fill out a questionnaire.
(3) PPD results should be documented in millimeters (mm). A test with no skin reaction should be recorded as 0 mm. PPD measurement should not include erythema and should only include induration in the axis perpendicular to the forearm.
(4) A PPD skin test will be considered positive if the following conditions are present:
    (a) 5 mm or greater in a member who is immunosuppressed, who has a household contact with active tuberculosis, or who has an abnormal chest radiograph consistent with prior tuberculosis.
    (b) 10 mm or greater in a member with a normal immune system who has an increased probability of recent infection or has other clinical conditions that increase the risk for progression to active TB. This includes all members because fire fighters are considered health care workers if they perform EMS or rescue activities.
    (c) 5 mm increase from previous reading occurring within last 2 years.
(5) If PPD is positive (conversion), the following steps should be taken:
    (a) Fill out questionnaire
    (b) Obtain chest x-ray
    (c) Evaluate for active disease
    (d) Evaluate for preventative therapy
(6) If active disease is suspected, the member should be removed from any duty until he/she has been determined to be noninfectious. This will occur when the diagnosis of tuberculosis is ruled out or if confirmed, when adequate therapy has been instituted, the cough has resolved, and three consecutive sputum smears for acid-fast bacillus (AFB) on different days are negative.

In the event of an exposure to TB, the following steps should be taken:

(1) Member without a recent PPD (in the last 6 months) should receive a PPD within 14 days of exposure. Members with a history of positive PPD should fill out a TB questionnaire.
(2) Repeat PPD and questionnaire should be done 6 weeks to 12 weeks after the first PPD.
(3) If PPD is positive (conversion) or questionnaire is positive, proceed as described in A.7.7.8(1)(5) and A.7.7.8(1)(6).

A.7.7.8.2 For further guidelines and requirements also refer to local and state departments of health and the Centers for Disease Control (CDC).

A.7.7.9.2 The bloodborne pathogen (BBP) protocol should include the following elements:

(1) Fact sheet that explains in lay language the risks of infection, the various prophylactic and therapeutic options, the testing and follow-up that will be needed, and recommendations for personal behavior (i.e., safe sex, blood donation, etc.) following an exposure.
(2) Classification table to determine the exposure type and recommendation for prophylaxis.
(3) Current recommendations of the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, and Public Health Services.
(4) Listing of testing to be done on exposed member, including the following:
  (a) HIV
  (b) Hepatitis B surface Antibody (HBsAb), if not previously known to be positive
  (c) Hepatitis B surface Antigen (HBsAg), if not previously known to be positive HBsAb
  (d) Hepatitis C Antibody (HCAb)
  (e) If HIV prophylaxis is to be given, the following tests should be done:
    i. CBC
    ii. Glucose, renal, and hepatic chemical function
    iii. Pregnancy test for females
(5) Listing of testing to be done on source patient, including the following:
  (a) HIV
  (b) HBsAg
  (c) HCAb
(6) If source is available, interview for HIV, Hepatitis B, and Hepatitis C risk/status.
(7) Determination of risk and need for post-exposure prophylaxis (PEP).
(8) Member counseling regarding PEP medication(s) and side effects of treatment. A printed fact sheet should be available for the member to review.
(9) If PEP is to be given, it should be done as soon as possible after the incident, preferably within 2 hours.
(10) Members on prophylaxis need to be followed for the duration of their treatment.
(11) Assessment of tetanus status and administration of dT booster, if appropriate.
(12) Assess Hepatitis B status as follows:
  (a) If previously immunized with a positive post-immunization titer, no further treatment is needed.
  (b) If previously immunized, titer was negative, and source is HBsAg positive or high risk, give Hepatitis B Immune Globulin (HBIG) as soon as possible, preferably within 24 hours, and give a dose of Hepatitis B vaccine.
  (c) If previously immunized and titer is unknown, draw titer and proceed as follows:
    i. If titer is positive, no further treatment is needed.
    ii. If titer is negative and source is HBsAg positive or high risk, then give HBIG as soon as possible, preferably within 24 hours, and give a dose of Hepatitis B vaccine.
    iii. If previously immunized with negative titer and revaccinated with a negative titer, give HBIG immediately and a second dose 1 month later.
    iv. If never immunized, give HBIG and begin Hepatitis B vaccine series.
(13) Follow-up instructions should include the following:
  (a) Adverse events and side effects of PEP
  (b) Signs and symptoms of retroviral illness (fever, adenopathy, rash)
  (c) Appointments for follow-up blood work, including the following:
    i. HIV at 6 weeks, 3 months, 6 months, and 9 months
    ii. HBsAb and/or HCAb at 6 weeks, 3 months, and 6 months, if source is Hepatitis B and/or Hepatitis C positive
    iii. Every other week CBC, renal, and liver function, if receiving PEP.

A.8.1.1 Besides the methods of determination of body fat mentioned in 8.1.2, other, cruder methods have been used. Insurance companies have used height–weight tables to estimate risk of mortality. These tables of "ideal" weight for a given height simply reflect the norm for the U.S. population without consideration of relationship of the norm to health or fitness. Another means of determining obesity that has more scientific basis is the measurement of body mass index (BMI) or the Quetelet index. This is defined as body weight in kilograms divided by height in meters squared. Studies have shown that the Quetelet index correlates rather well ($r = 0.70$) with actual measurement of body fat from hydrostatic weighing — better than do height–weight tables. BMI also correlates with risks associated with obesity. Some experts feel that the major limitation of the BMI is that it is difficult to interpret to patients and to use in counseling about weight loss. It does have the advantage of being more precise than weight tables and of permitting comparison of populations. However, skinfold measurements correlate more highly with data from hydrostatic weighing, measuring percent body fat, and are thus more accurate for fat-related classification than the Quetelet index. Researchers from The Panel on Energy, Obesity, and Body Weight Standards have recommended that Table A.8.1.1 be used when using the Quetelet index for obesity classification.

Table A.8.1.1 Quetelet Index for Obesity

BMI (kg/m^2)	Classifications
20–24.9	Desirable range for men and women
25–29.9	Grade 1 obesity
30–40	Grade 2 obesity
Greater than 40	Grade 3 obesity (morbid obesity)

The health risks associated with obesity begin in the range of 25 kg/m^2 to 30 kg/m^2. For example, someone with a large fat-free mass (e.g., a bodybuilder) would be classified by the Quetelet index as obese, though not to the same extent as he/she would be with relative weight or the height–weight tables. Another example of exception to this standard would be members of the Phoenix Fire Department, whose average BMI is 28. This would place the members in the mildly obese range, yet on their fitness evaluations they score in the excellent range.

A.8.1.2(1) A number of researchers have found that the ratio of waist-to-hip circumference (WHR) and the following circumference measurements are an accurate and convenient method of determining the type of obesity present:

(1) Abdomen I (males) over the umbilicus
(2) Abdomen II (females) just below the umbilicus, at the narrowest portion of the waistline below the ribs and above hips with the abdomen relaxed

The guide for measurement is as follows:

(1) Hips at the widest part below the waist; landmark is the greater trochanter, feet should be together
(2) Neck just below the larynx perpendicular to the long axis of the neck

Equations for body fat prediction from circumferences and height measured in inches are as follows:

Males ($N = 592$; $R = 90$; S.E. meas = 3.52 percent fat) percent fat = + [85.20969 × log (abdomen I circumference – neck circumference)] – [69.73016 × log (height)] + 37.26673

Females = + [161.27327 × log (abdomen II circumference + hip-neck circumference)] – [100.81032 × log (height)] – 69.55016

A.8.1.2(3) The most widely used method for determining obesity is based on the thickness of skinfolds. The measures, when performed correctly, have a high correlation ($r = 0.80+$) with body density from underwater weighing.

Many researchers in the United States (including those performing the large national surveys of the U.S. population that form the basis for normative data worldwide) take skinfold measurements on the right side of the body. U.K. and European investigators, on the other hand, tend to take measurements on the left side of the body. Most research, however, reveals that it matters little on which side measurements are taken.

A suggested way to conduct measurements is as follows:

(1) As a general rule, those with little experience in skinfold measurement should mark the site to be measured with a black felt pen. A flexible steel tape can be used with sites when it is necessary to locate a bodily midpoint. With experience, however, the sites can be located without marking.
(2) The measurer should feel the site prior to measurement, to familiarize himself and the person being measured with the area where the skinfold will be taken.
(3) The skinfold should be firmly grasped by the thumb and index finger of the left hand and pulled away from the body. While this is usually easy with thin people, it is much harder with the obese and can be somewhat uncomfortable for the person being tested. The amount of tissue pinched up must be enough to form a fold with approximately parallel sides. The thicker the fat layer under the skin, the wider the necessary fold (and the more separation needed between thumb and index finger).
(4) The caliper is held in the right hand, perpendicular to the skinfold and with the skinfold dial facing up and easily readable. The caliper heads should be placed ¼ in. to ½ in. away from the fingers holding the skinfold, so that the pressure of the caliper will not be affected.
(5) The skinfold caliper should not be placed too deep into the skinfold or too far away on the tip of the skinfold. Try to visualize where a true double fold of skin thickness is and place the caliper heads there. It is good practice to position the caliper arms one at a time, first the fixed arm on one side and then the lever arm on the other.
(6) The dial is read approximately 4 seconds after the pressure from your hand has been released on the lever arm of the caliper jaw.
(7) A minimum of two measurements should be taken at each site. Measurements should be at least 15 seconds apart to allow the skinfold site to return to normal. If consecutive measurements vary by more than 1 mm, more should be taken until there is consistency.
(8) Maintain the pressure with the thumb and forefinger throughout each measurement.
(9) When measuring the obese, it can be impossible to elevate a skinfold with parallel sides, particularly over the abdomen. In this situation, try using both hands to pull the skinfold away while a partner attempts to measure the width. If the skinfold is too wide for the calipers, underwater weighing or another technique will have to be used.
(10) Measurements should not be taken when the skin is moist because there is a tendency to grasp extra skin, obtaining inaccurately large values. Also measurements should not be taken immediately after exercise or when the person being measured is overheated, because the shift of body fluid to the skin will inflate normal skinfold size.
(11) It takes practice to be able to grasp the same amount of skinfold consistently at the same location every time. Accuracy can be tested by having several technicians take the same measurements and comparing results. It can take up to 20 to 50 practice sessions to become proficient. Calipers should be accurately calibrated and have constant pressure of 10 g/mm^2 throughout the full measurement range. The accuracy of skinfold measurements can be reduced by many factors, including measurement at the wrong sites, inconsistencies among different calipers and testers, and the use of inconsistent equations. However, when testers practice together and take care to standardize their testing procedures, inconsistencies among testers can usually be held under 1 percent.

A.8.2.1 Fitness evaluations are nonpunitive and used solely for the purpose of evaluating the individual against his or her previous fitness evaluations or to establish a baseline for that individual. Fitness evaluations are mandatory for all members as part of the comprehensive wellness-fitness program as required by NFPA 1583, *Standard on Health-Related Fitness Programs for Fire Fighters*, and should be conducted under the auspices of the fire department physician. The actual evaluations can be performed by fire department fitness personnel. All data collected by the evaluator(s) are considered clinical in nature and are to be maintained in the member's confidential medical file. Protocols for assessment of fitness levels of members are outlined in Annex C.

A.9.1.3(1) A member, while wearing full protective clothing (turnout coat and pants, helmet, boots, and gloves) and SCBA, is required to safely perform a variety of fire-fighting tasks that require upper body strength and aerobic capacity. For those not familiar with fire suppression, the following specific details inherent to the activities in essential job task 1 are offered:

(1) Lifting and carrying tools and equipment (e.g., axe, halligan tool, pike pole, chain saw, circular saw, rabbet tool, high-rise pack, and hose) that weigh between 7 lb and 20 lb (3.2 kg and 9 kg) and are used in a chopping motion over the head, extended in front of the body, or in a push/pull motion.
(2) Advancing a 1¾ in. (45 mm) or a 2½ in. (65 mm) diameter hose line, which requires lifting, carrying, and pulling the hose at grade, below or above grade, or up ladders. In addition to the weight of the hose itself, a 50 ft (15 m) section of charged 1¾ in. (45 mm) hose contains approximately 90 lb (41 kg) of water, and a 50 ft (15 m) section of 2½ in. (65 mm) hose holds approximately 130 lb (59 kg) of water.

(3) Performing forcible entry while utilizing tools and equipment (e.g., axe, halligan tool, chain saw, circular saw, or rabbet tool) that requires chopping, pulling, or operating these items to open doors, windows, or other barriers to gain access to victims, possible victims, or to initiate fire-fighting operations.
(4) Performing ventilation (horizontal or vertical) utilizing tools and equipment (e.g., axe, circular saw, chain saw, pike pole) while operating on a flat or pitched roof or operating off a ground or aerial ladder. This task requires the fire fighter to chop or push tools through roofs, walls, or windows.

Other tasks that could be performed can include search and rescue operations and other emergency response actions under stressful conditions, including working in extremely hot and cold environments for prolonged time periods.

A.9.3.2 Possible accommodations include but are not limited to changes in assignment, provision of special devices to assist the member in accommodating the medical disability, revision of standard operating procedures, and/or techniques.

A.9.4 Fire-fighting activities have a high static component (i.e., inducing predominantly an increase in blood pressure) and a moderate to high dynamic component (i.e., inducing predominantly an increase in heart rate). Sports with a similar set of demands include wrestling, body building, and boxing. Recommendations made by the task force with respect to athletic activities that have these physical demands (high static, moderate dynamic) have been followed in this document.

Performance of the aerobic and anaerobic critical job tasks in a stressful, noxious fire or rescue environment with low oxygen, high carbon monoxide, and numerous toxic gases has significant risk for acutely aggravating pre-existing arrhythmias and cardiac ischemia (oxygen delivery) and decreasing cardiac valve or muscle function (oxygen supply). To protect from this environment requires that the fire fighter wear personal protective equipment (PPE) and SCBA. The PPE provides a thermal barrier at the cost of added weight, encapsulation, dehydration, and increased metabolic cost for a given workload. The SCBA is a positive pressure demand valve respirator that provides a barrier against the inhalation of noxious/toxic gases and particulate matter but at increased metabolic cost due to its weight and increased respiratory workload. Fire-fighting activities have a high static component (i.e., inducing predominantly an increase in blood pressure) and a moderate to high dynamic component (i.e., inducing predominantly an increase in heart rate). These factors increase physiologic stress and cardiac demand and can precipitate acute cardiac collapse, heart attack, syncope (blackout), or sudden death. In the absence of sudden death, the fact that the fire fighter was operating in an isolated, dangerous environment when a cardiac event occurred would make the subsequent risk for such an event leading to death unacceptably high for that fire fighter, for the civilian who depends upon that fire fighter, or for other fire fighters who not only depend upon that fire fighter but can also be called upon to rescue that fire fighter.

A.9.4.9.1 A first episode of syncope must be fully evaluated to determine that the underlying cause does not compromise a member's ability to safely perform job tasks. Underlying neurologic, cardiovascular, circulatory, and/or endocrine disturbance must be ruled out. If after evaluation there is no evidence for underlying disease, exam is normal, and there has been no reoccurrence, then the member need not be restricted from performing job tasks. If underlying disease is present and not reversible, then the member's ability to safely perform essential job tasks 1, 4, 5, 7, 8, 9, and 13 is compromised due to risk for life-threatening sudden incapacitation. *(For additional recommendations, see section relevant to the underlying disease.)* If recurrent and no underlying disease, then the member's ability to safely perform essential job tasks 1, 4, 5, 7, 8, 9, and 13 might be compromised.

A.9.4.10.1 This technology has not been FDA approved for operating effectively under conditions commonly found on the fire ground (electromagnetic interference). In addition, the requirement for pacemaker or implantable defibrillator defines the underlying cardiac condition as life-threatening. Many pacemakers do not have the ability to automatically increase heart rate upon demand during the critical job tasks performed on the fire ground.

A.9.4.16.1 Evaluation with EKG, Holter monitor, and/or stress test should be further supplemented with electrophysiologic study (EPS). If rapid supraventricular tachycardia is inducible and surgical ablation is successful, there is no medical reason to restrict the member from performing essential job task 13.

A.9.4.17.1 Even if rate controlled (with or without medication), the added catecholamine stress and dehydration produced when performing critical job tasks on the fire ground makes the potential for life-threatening sudden incapacitation associated with this rhythm disturbance too great a risk. If persistent or recurrent, these arrhythmias, even if rate controlled, can result in embolic events, which prevent the successful and safe performance of critical job tasks on the fire ground or during emergency responses.

A.9.4.20.1 Severe uncontrolled hypertension is a significant risk factor for the development of coronary artery disease, congestive heart failure, and stroke. Blood pressure increases as a normal response to exercise. This response is further exaggerated by the emotional and physical stress of performing these critical tasks while operating in personal protective clothing at extremes of temperature. This normal elevation of blood pressure under these response conditions can lead to life-threatening hypertensive emergencies if a member's daily blood pressure is already elevated to high levels. In addition, hypertension is a progressive illness that, when uncontrolled, ultimately and inevitably leads to target organ damage. Target organs that are sensitive to the effects of elevated blood pressure are the central nervous system, vision, heart, major blood vessels, and kidneys.

A.9.6 All disorders of the hypothalamic-pituitary-adrenal axis can potentially affect fire fighters because these hormonal systems play an essential role in maintaining homeostasis when exposed to physiologic and emotional stress while performing critical tasks on the fire ground or during emergency operations. Homeostatic regulation is further impaired under conditions of extreme temperature and dehydration, both of which are common when performing the critical tasks of fire fighting while wearing personal protective clothing on the fire ground.

Without treatment, the risk of life-threatening dehydration, extreme alterations in body temperature, electrolyte disturbances, and muscle weakness while operating at a fire scene is unacceptably high. Mineralocorticoid deficiency also increases the risk of life-threatening hypotension and/or arrhythmias associated with exertion and dehydration. For this reason, untreated or uncorrected hypothalamic, hypopituitarism, hypothyroidism, hyperthyroidism, thyroid storm, hypoadrenalism, hyperadrenalism, parathyroidism, and other disorders of thyroid and adrenal function threaten a member's ability to safely perform essential job tasks.

A.9.6.3.1 Type 1 diabetes was previously called insulin-dependent diabetes mellitus (IDDM) or juvenile-onset diabetes. Type 1 diabetes develops when the body's immune system destroys pancreatic beta cells, the only cells in the body that make the hormone insulin, which regulates blood glucose. This form of diabetes usually strikes children and young adults, although disease onset can occur at any age. Type 1 diabetes can account for 5 percent to 10 percent of all diagnosed cases of diabetes. In order to survive, people with Type 1 diabetes must have insulin delivered by a pump or injections.

Type 2 diabetes was previously called non-insulin-dependent diabetes mellitus (NIDDM) or adult-onset diabetes. Type 2 diabetes can account for about 90 percent to 95 percent of all diagnosed cases of diabetes. It usually begins as insulin resistance, a disorder in which the cells do not use insulin properly. As the need for insulin rises, the pancreas gradually loses its ability to produce insulin. Type 2 diabetes is associated with older age, obesity, family history of diabetes, prior history of gestational diabetes, impaired glucose tolerance, physical inactivity, and race/ethnicity. Type 2 diabetes is increasingly being diagnosed in children and adolescents. Many people with Type 2 diabetes can control their blood glucose by following a careful diet and exercise program, losing excess weight, and taking oral medication. Among adults with diagnosed diabetes, about 12 percent take both insulin and oral medications, 19 percent take insulin only, 53 percent take oral medications only, and 15 percent do not take either insulin or oral medications.

Diabetic members should be carefully monitored for control of blood sugar because lack of glycemic control increases the risk for dehydration, hypotension, and target organ damage (e.g., myocardial infarction) that can result in life-threatening sudden incapacitation during performance of critical job tasks. Such members should be monitored at regular intervals to ascertain that blood glucose and blood hemoglobin A1C levels remain under control.

With medical control of diabetes, the risk of hypoglycemia (low blood sugar) becomes a major concern in regard to those with diabetes being or becoming fire fighters. This risk is greatest in those with Type 1 diabetes.

In general, members treated with oral diabetes medications are at little risk of significant hypoglycemia. Members treated with metformin, alpha-glucosidase inhibitors, or thiazolidinediones alone or in combination with each other are at no risk of hypoglycemia, as these classes of drugs do not increase insulin levels. Members treated with sufonylureas and related drugs have a risk of severe hypoglycemia less than 1 percent of the risk associated with insulin treatment. Members treated with diet and exercise alone (no oral diabetes medications or insulin) are at no risk of hypoglycemia.

Fire fighting entails a unique set of conditions that need to be considered in regard to those with diabetes and the risks of hypoglycemia. Unpredictable meal schedules, periods of physical exertion, adrenergic stimulation, and sleep deprivation all present challenges to fire fighters with diabetes. There are occasions when there is no safe access to food or other forms of oral glucose while wearing respiratory protection in a hazardous environment, and the typical symptoms of hypoglycemia might not be recognized as easily in the midst of fighting a fire. As well, it is not always possible to exit a hazard zone rapidly enough to treat hypoglycemic symptoms when detected. Members engaged in fire suppression are at greater risk than those engaged in other emergency activities (EMS, law enforcement) for this reason.

A review of current published data suggests that with careful individualized assessment it is possible to identify those with diabetes who can function fully as fire fighters and who do not present a significant risk to themselves, their fellow fire fighters, or to those they serve.

The individualized assessment process and criteria included in this standard were set up to assure that only those who are managing their diabetes conscientiously using the most up-to-date approaches would be eligible to be a fire fighter. In addition, certain patients have a greater tendency for significant hypoglycemia despite the quality of their diabetes management. Such individuals would not be good candidates to be fire fighters and, accordingly, are excluded from service under the criteria in this standard.

This individualized assessment is possible in large part because a great deal of change has occurred in the treatment of diabetes in recent years. Previously, patients used insulins that were somewhat unpredictable in the time course of their action and generally took two injections per day. Today, there are insulins that are far more predictable and are either very long acting and essentially treat only endogenous glucose production (and therefore do not depend on a patient eating on a regular schedule) or are very rapid and therefore can be administered directly before, during, or even shortly after one eats, significantly decreasing the chance of insulin being taken and then the meal being interrupted due to fire fighting duties.

Regimens now referred to as "basal bolus" are composed of a very long-acting basal (or background) insulin, which controls glucose levels overnight and in the absence of glucose intake and rapid-acting (bolus) insulins that are dosed just prior to, during, or even after meals based on blood glucose levels at that time, the amount of carbohydrate that the person expects to consume, and any anticipated change in physical activity patterns over the next number of hours.

These regimens have resulted in improved overall blood glucose control with significantly less risk of hypoglycemia for many patients.

Additional major advances in the size, speed, and sophistication of blood glucose meters provide for easy, accurate, and rapid assessment of blood glucose levels. Such monitoring techniques, as well as the generally increased self-awareness that accompanies consistent self-monitoring, enable the motivated fire fighter with diabetes to assess blood glucose levels and ingest a safety net of carbohydrates before entering a hazardous environment. Similarly, major advances in insulin delivery systems have greatly increased the ability of the motivated individual with diabetes to achieve a level of diabetes self-management consistent with the duties of fire fighting.

In order to get maximum effect from these medical advances, and to minimize the risk of hypoglycemia, members with diabetes must check their blood glucose level frequently (as recommended based on factors such as type of therapy and glycemic history), review these results on a regular basis, and see their diabetes care provider regularly for discussion in regard to any necessary changes in treatment. Member evaluation needs to look for any of the known risk factors for serious hypoglycemia or evidence of any of the known microvascular (eye disease, kidney disease, or nerve disease) or macrovascular (cardiovascular disease, peripheral arterial disease) complications of diabetes. A 12 MET stress test is required because myocardial infarction remains the major cause of line-of-duty fatalities, and diabetes (Type 1 and Type 2) is not only a risk factor for myocardial ischemia but also for silent myocardial ischemia.

The individualized assessment just described demands a very close and good working relationship between the member and the diabetes care provider. The experience of those who care for current fire fighters with diabetes is that this works for a highly motivated member who will do whatever it takes to perform his/her job at a high level and in a safe manner.

A.9.6.4.1 See A.9.6.3.1.

A.9.7 Theoretically, respiratory protection from this environment is afforded by SCBA use. Experience shows that SCBA are frequently taken off to improve visibility and that SCBA air supply is often insufficient to last for the entire fire operation (ingress, suppression, overhaul, and egress). Thus, performance of essential job tasks is regularly done for short time periods in a noxious fire or hazardous materials environment with high carbon monoxide, noxious/toxic gases, and irritants. Working in this environment has added potential for increasing carbon monoxide levels, decreasing oxygen levels, and reducing oxygen delivery, and the extent of this reduction and resulting risk is directly related to the degree of dysfunctional gas exchange already present prior to the performance of these essential job tasks. It also has potential for acutely aggravating pre-existing airway hyperreactivity commonly found in patients with asthma and other obstructive pulmonary conditions (bronchitis, etc.). Acute hyperreactivity in this environment is likely to induce immediate clinical asthma (bronchospasm and wheeze) with a significant increased work of breathing and gas exchange abnormalities. Respiratory insufficiency, no matter the cause, has the potential for arrhythmias, cardiac ischemia (oxygen delivery), decreased respiratory and cardiac function (oxygen delivery to tissues), acidosis, and life-threatening sudden incapacitation.

A.9.7.6 Asthma, defined as reversible bronchospasm, can be temporary or chronic. "Temporary asthma," more accurately referred to as acute bronchitis with wheezing, is a brief episode lasting days to months, usually following allergic or infectious exposure. When this occurs without prior history, it most likely will resolve over the next few weeks or months. Such temporary incidents, once resolved, do not compromise the member's ability to safely perform essential job tasks. In contrast, true asthma is a chronic condition with a clinical history of recurrent reversible bronchospasm or longstanding, persistent reversible bronchospasm. For asthmatics, exposure to smoke or other irritants on the fire ground or hazardous materials environment can lead not only to acute exacerbations but can also worsen the progression of their underlying obstructive inflammatory disease. If this occurs in an environment that is immediately dangerous to life and health (e.g., interior fire suppression or certain hazardous materials operations), it can have potential devastating consequences for the member, team, or mission. There are no studies that support or deny that asthma in this environment can be prevented or adequately controlled by anti-inflammatory medications (inhaled corticosteroids, cromolyn, leukotriene modifiers). It is not acceptable to use or rely on bronchodilator medications for this purpose because (1) their use is for rescue after attack and not for prevention of bronchospasm in an irritant environment, (2) there are no studies that support or deny that their use is effective in a fire/smoke environment, and (3) several studies have implicated the use of beta-agonists (short- and long-acting bronchodilators) as an independent risk for sudden death and myocardial infarction in the United States, Canada, Britain, New Zealand, and Australia.

Identifying asthmatics who are not only stable in a normal environment but also do not have asthmatic attacks in a fire or irritant environment is difficult. Because the clinical definition of asthma is reversible bronchospasm, spirometry or pulmonary function testing performed in the absence of a clinical attack is expected to be normal and might not even show a bronchodilator response. Only if performed during an attack will spirometry or other pulmonary function tests show obstructive airway flow limitations with a positive bronchodilator response (greater than 12 percent and 200 mL increase in FEV_1). Therefore, in these fire fighters who report good control without asthma exacerbations on the fire ground, spirometry should show adequate reserve (FVC and FEV_1 greater than or equal to 90 percent predicted), without significant bronchodilator response when performed off bronchodilators on the day of testing. For population studies, pulmonary function is considered normal when greater than or equal to 80 percent predicted, but for an individual with a history of asthmatic bronchospasm who is being considered for job tasks performed in a potentially irritant environment, it is reasonable diligence to require pulmonary function with a greater specificity for demonstrating adequate reserve (greater than or equal to 90 percent predicted). The first time this member is being evaluated for asthma control, challenge testing should be performed to demonstrate no evidence for clinically significant airway hyperreactivity [i.e., to be normal or negative there should be less than 20 percent decline in FEV_1 with provocative challenge testing to cold air, exercise (12 METS), or a methacholine (PC_{20} greater than 8 is considered normal, as response at dose greater than 8 mg might not be clinically significant)]. Challenge testing should be performed off bronchodilators the day of testing. If the member reports good control only when taking prescribed control medications (inhaled corticosteroids, cromolyn, or leukotriene modifiers), then consideration should be given to continuing these medications during the testing. The member should not use bronchodilators (short- or long-acting bronchodilators) the day of testing because these medications could undermine the purpose of this test — that is, demonstrating normal pulmonary function without clinically significant bronchodilator response or airway hyperreactivity. Challenge testing should (1) only be performed by an experienced specialist, (2) not be performed in members without a history suggestive of asthma, as there was no indication for testing, and (3) never be performed in members with moderate to severe pulmonary dysfunction, as these members have already demonstrated that they cannot safely perform essential job tasks and further testing might induce life-threatening bronchospasm. Challenge testing should not be performed annually and should only be repeated if clinically indicated.

A.9.7.7 A member with current or recent history of allergic-induced, reversible bronchospasm is no different from a non-allergic asthmatic in his/her ability to safely perform the essential job tasks associated with non-allergic irritant exposures, as the majority will remain hyperreactive for 4 to 8 weeks after allergic-induced bronchospasm. Two caveats exist. First, some members could have a distant history of allergic asthma, are unlikely to be exposed to this allergen again, or have successfully been desensitized by an allergist. These members, if asymptomatic off asthma medications for 2 months, can perform all essential job tasks with reasonable safety. If asthma is still suspected then the member should be evaluated as in 9.7.6. Provocative challenge testing should only be to general irritants (e.g., cold air, exercise, or methacholine). Specific allergen challenge testing should not be performed, as the risk for life-threatening asthma outweighs the benefit. Second, members can have

allergic rhinitis, sinus or skin conditions without a history, or suspicion of clinical asthma. These members do not need specialized pulmonary testing.

A.9.7.8 Based on American Thoracic Society criteria, moderately severe chronic obstructive pulmonary disease is characterized by an FEV_1/FVC ratio of 0.45 to 0.59 (absolute ratio rather than percent of predicted) and severe chronic obstructive pulmonary disease by an FEV_1/FVC ratio of less than 0.45 (absolute ratio rather than percent of predicted) on spirometry. Additional tests that can be of value are lung volumes, gas exchange parameters (diffusing capacity, oxygen saturation, arterial blood gases), chest radiograph, and chest CAT scan. With moderate to severe chronic obstructive pulmonary disease, elevated respiratory workload and lack of respiratory reserve will not provide adequate gas exchange for the safe performance of essential job tasks. Working in this environment has the potential for increasing carbon monoxide levels, decreasing oxygen levels, and reducing oxygen delivery, and the extent of this reduction and resulting risk is directly related to the degree of dysfunctional gas exchange already present prior to the performance of these essential job tasks. It also has the likely potential for acutely aggravating pre-existing airway hyperreactivity commonly found in patients with moderate to severe chronic obstructive pulmonary diseases (bronchitis, etc.). Acute hyperreactivity in this environment can induce immediate or progressive clinical asthma (bronchospasm and wheeze) that can lead to sudden incapacitation from status asthmaticus and/or cardiac ischemia. In contrast, asymptomatic members with mild chronic obstructive pulmonary disease (FEV_1/FVC ratio of 0.60 to 0.79) and without airway hyperreactivity might be able to safely perform the essential job tasks. However, if members with mild chronic obstructive pulmonary disease are symptomatic, especially during exercise or on the fire ground, then appropriate additional testing can be useful, including pre- and post-spirometry, lung volumes, gas exchange parameters (diffusing capacity, oxygen saturation, arterial blood gases), exercise testing, and/or provocative challenge testing.

A.9.7.14 Members who are otherwise qualified can safely resume fire-fighting duties as long as they have recovered from their pneumothorax (with or without surgery) and their pulmonary function has returned to acceptable limits. Most patients with spontaneous pneumothorax have cysts or bullous disease from congenital or infectious etiology. Some have bullous disease due to chronic pulmonary disease. Usually, those with congenital or infectious cause will have pulmonary function tests that are compatible with the safe use of SCBA while those with chronic pulmonary disease can have pulmonary function tests that are not compatible with the safe performance of essential job tasks 1, 2, 3, 4, 5, and 7. Regardless of cause, many (10 percent to 20 percent) will have a recurrence on the same side unless surgically corrected. After the pneumothorax has resolved, surgical correction of underlying cystic/bullous disease is not a prerequisite for returning to fire-fighting duty as long as pulmonary function allows for the safe use of SCBA.

A.9.7.16 Significant pleural effusions should be referred for diagnostic tests, as new or increasing effusions can be a sign of cardiac, liver, or renal disease, pneumonia, empyema, tuberculosis, or cancer. When these illnesses are severe enough to cause pleural effusions, they compromise the ability to safely perform essential job tasks due to limitations of endurance or inability to safely wear SCBA. If not, then pulmonary function tests should be assessed. Moderate to severe restriction (FVC less than 60 percent of predicted with an FEV_1/FVC ratio greater than or equal to 0.90) compromises the member's ability to safely perform essential job tasks unless a more complete evaluation of gas exchange and exercise capacity shows the ability to exercise at a 12 METS workload without evidence of hypoxia or exercise desaturation.

A.9.8.9 After acute infection has resolved, the fire fighter can return to work if weight, muscle strength, cardiac function, and function of other involved organs have returned to levels required for safe performance of essential job tasks. Concepts used within this document for each of these organ systems should be applied here.

A.9.8.10 After active infection has resolved (e.g., sputum AFB or sputum culture negative for 3 successive days) and the fire fighter is no longer contagious (usually within 2 weeks of successful treatment), the fire fighter can return to work but can only perform essential job tasks 1, 2, 3, 4, 5, 7, and 9 if weight, muscle strength, pulmonary function, and function of other involved organs have returned to acceptable levels for safe performance. Concepts used within this document for each of these organ systems should be applied here. A positive tuberculin (PPD) skin test without symptoms and with a normal chest radiograph indicates exposure, and latent infection without evidence for active infection does not prevent a fire fighter from performing essential job tasks. If conversion from negative to positive skin test status occurred within last 2 years, there is increased risk for the development of active contagious tuberculosis and it requires either treatment or frequent monitoring for symptoms and chest radiograph changes (annually for at least 2 years or during evaluation of current symptoms). Members on prophylactic treatment can perform all essential job tasks without restrictions. Treatment is a personal decision but in its absence, monitoring with chest radiographs at prescribed intervals is mandatory because the development of active disease is a public health hazard to other members and the public.

A.9.8.11 Hepatitis, when not acute or when chronic but without symptoms and without significant liver dysfunction or other organ system dysfunction, does not prevent the successful and safe performance of essential job tasks during fire fighting or EMS work. Hepatitis A, when not acute, is no longer a public health risk. Hepatitis B, C, and so forth, are bloodborne pathogens and are not a public health risk, as universal precautions to prevent the spread of bloodborne infections are a mandatory part of all emergency operations. Treatment to prevent Hepatitis C from progressing to liver insufficiency or failure (cirrhosis) is now available and FDA approved. Members receiving this treatment need to be regularly evaluated to determine their ability to safely perform their essential job tasks. This combination drug therapy protocol can produce dehydration, fatigue, depression, anemia, thrombocytopenia (bleeding disorder), and so forth.

A.9.8.12 HIV without AIDS does not prevent the successful and safe performance of essential job tasks during fire fighting or EMS work. HIV is a bloodborne pathogen and is not a public health risk, as universal precautions to prevent the spread of bloodborne infections are a mandatory part of all emergency operations. The fire fighter with AIDS but without significant organ dysfunction is able to safely perform essential job tasks after careful evaluation. Treatment to prevent AIDS from occurring when HIV infection occurs or to control the

progression of AIDS is available and FDA approved. Members receiving this treatment need to be regularly evaluated to determine their ability to safely perform the essential job tasks on the fire ground, during emergency operations, and when wearing protective clothing. This combination drug therapy protocol can produce dehydration, fatigue, depression, anemia, thrombocytopenia (bleeding disorder), and so forth.

A.9.9 The personal protective ensemble and SCBA can place the fire fighter's spine at a biomechanical disadvantage due to added weight and altered center of gravity. Certain medications (narcotics and muscle relaxants) used to treat spinal conditions can frequently produce or worsen somnolence, discoordination, and disequilibrium. Neurologic dysfunction, regardless of cause, can produce sudden incapacitation, which when working in dangerous environments can result in life-threatening injuries.

A.9.10 Fire fighters with active, ongoing, or recurrent orthopedic disorders can have difficulty due to reduced motor strength, sensation, and flexibility as well as problems with fatigue, coordination, gait, and equilibrium. These physical abilities are required to safely perform essential job tasks 1, 2, 4, 5, 6, 7, 8, and 13. The protective uniform and SCBA can place the fire fighter's involved extremity (upper or lower) at a biomechanical disadvantage due to added weight and altered center of gravity. Certain medications (narcotics and muscle relaxants) used to treat orthopedic conditions can produce or worsen somnolence, discoordination, and disequilibrium.

A.9.12.1 The fire fighter works in hazardous environments, both on the fire ground and during other emergency operations. Heavy debris can fall on the fire fighter. The helmet offers some protection when it fits well and is worn properly. The fire fighter with a defect in the skull is more vulnerable to head trauma and life-threatening sudden incapacitation. The fire fighter is also exposed to biological aerosols, particulates, smoke, and hazardous materials. Defects in the structure of the face, nose, mouth, or throat can prevent acceptable fit testing of a respirator (N-95, P-100, or SCBA).

A.9.12.3.1 Diseases of the eye such as retinal detachment, progressive retinopathy, optic neuritis (severe or progressive), macular degeneration, cataracts, and glaucoma can result in the failure to read placards and street signs or to see and respond to imminently hazardous situations. Evaluation of visual acuity and visual fields with consultation by an ophthalmologist is suggested.

Ophthalmological procedures such as radial keratotomy and repair of retinal detachment require sufficient time (approximately 2 weeks for radial keratotomy and Lasik-type surgery and 3 months for retinal detachment) to allow stabilization of visual acuity and to ensure that there are no post-surgical complications. Members should be cleared for duty by the ophthalmologic surgeon who understands the essential job tasks associated with fire fighting. These ophthalmological procedures can result in the failure to be able to read placards and street signs or to see and respond to imminently hazardous situations.

The fire service physician should also consider any color vision deficiency of the member in view of the color vision requirements of the member's specific job in a given fire department.

A.9.12.3.1(1) Far visual acuity is at least 20/40 binocular, corrected with contact lens or spectacles. Far visual acuity uncorrected is at least 20/100 binocular for wearers of hard contacts or spectacles. Successful long-term soft contact lens wearers (i.e., 6 months without a problem) are not subject to the uncorrected standard. Inadequate far visual acuity can result in the failure to be able to read placards and street signs or to see and respond to imminently hazardous situations.

A.9.12.3.1(2) Most persons with monocular vision, after a 6-month accommodation period, are able to function well. There is some loss of depth perception and peripheral vision. The loss of depth perception has not been shown to be of a type that will affect a member's ability to safely perform essential fire-fighting tasks. Some very specialized tasks can be difficult to safely perform, and the fire service physician should consider the depth of field deficiency of the individual and consider the depth of field requirements of the member's job in order to reach an individual determination. It should be noted that the FAA will award all classes of pilot's licenses to monocular pilots. The loss of peripheral vision is compensated for by increased scanning and head movements. There are studies that show some detriment of driving function in the driving lab. As of the writing of this section the DOT does not allow monocular persons to hold a commercial driver's license. In view of this and the increased dependence on visual cues when driving emergency vehicles, monocular fire fighters should be restricted from driving fire apparatus and other emergency vehicles.

A.9.12.4.1 Baseline and annual audiometry is performed on each fire fighter. This should be done in accordance with 29 CFR 1910.95, "Occupational noise exposure." The basics of this standard include the following:

(1) The first audiogram done (for members this will probably be done during their pre-placement exam) becomes the baseline audiogram.
(2) If subsequent audiograms are better than the baseline, then the best one becomes the baseline. All audiograms should be done with no exposure to industrial noise for 14 hours.
(3) Each subsequent audiogram is compared to the baseline audiogram (not to the previous year's) to determine if there is a threshold shift, which is an average loss of 10 dB or more at 2000 Hz, 3000 Hz, and 4000 Hz in either ear. This number should be corrected for presbycusis by age tables *[see Table A.9.12.4.1(a) and Table A.9.12.4.1(b)]*. Thus, for each of the three frequencies the baseline reading is subtracted from the current reading, and the presbycusis correction is subtracted from this result. The results from the three frequencies are averaged, and if this number is 10 or greater, then there is a threshold shift.

Audiometric pure tone threshold testing includes frequencies 500 Hz, 1000 Hz, 2000 Hz, 3000 Hz, 4000 Hz, and 6000 Hz. Tests are performed using audiometric instrumentation calibrated to ANSI S3.6, *Specification for Audiometers*.

Fire fighters should have adequate hearing in order to hear a victim cry for help, to hear a PASS alarm, to hear noises associated with imminent collapse, or to hear noise associated with changes in the fire pattern. Hearing and the ability to localize sounds is crucial in a fire-fighting environment where smoke often minimizes visual cues and there is a high degree of background noise and stress-related distractions. Fire fighters should be able to hear fire department portable and vehicle radio communications. They should be able to hear, discriminate, and localize safety-related acoustic cues such as air horns, sirens, screams, collapsing walls, beams, timbers, or gas leaks to safely perform their critical job tasks during fire suppression and fire rescue.

Table A.9.12.4.1(a) Age Correction Values in Decibels for Males

Years	Audiometric Test Frequency (Hz)				
	1000	2000	3000	4000	6000
≤ 20	5	3	4	5	8
21	5	3	4	5	8
22	5	3	4	5	8
23	5	3	4	6	9
24	5	3	5	6	9
25	5	3	5	7	10
26	5	4	5	7	10
27	5	4	6	7	11
28	6	4	6	8	11
29	6	4	6	8	11
30	6	4	6	9	12
31	6	4	7	9	13
32	6	5	7	10	14
33	6	5	7	10	14
34	6	5	8	11	15
35	7	5	8	11	15
36	7	5	9	12	16
37	7	6	9	12	17
38	7	6	9	13	17
39	7	6	10	14	18
40	7	6	10	14	19
41	7	6	10	14	20
42	8	7	11	16	20
43	8	7	12	16	21
44	8	7	12	17	22
45	8	7	13	18	23
46	8	8	13	19	24
47	8	8	14	19	24
48	9	8	14	20	25
49	9	9	15	21	26
50	9	9	16	22	27
51	9	9	16	23	28
52	9	10	17	24	29
53	9	10	18	25	30
54	10	10	18	26	31
55	10	11	19	27	32
56	10	11	20	28	34
57	10	11	21	29	35
58	10	12	22	31	36
59	11	12	22	32	37
≥ 60	11	13	23	33	38

Source: [29 CFR 1910.95].

Table A.9.12.4.1(b) Age Correction Values in Decibels for Females

Years	Audiometric Test Frequency (Hz)				
	1000	2000	3000	4000	6000
≤ 20	7	4	3	3	6
21	7	4	4	3	6
22	7	4	4	4	6
23	7	5	4	4	7
24	7	5	4	4	7
25	8	5	4	4	7
26	8	5	5	4	8
27	8	5	5	5	8
28	8	5	5	5	8
29	8	5	5	5	9
30	8	6	5	5	9
31	8	6	6	5	9
32	9	6	6	6	10
33	9	6	6	6	10
34	9	6	6	6	10
35	9	6	7	7	11
36	9	7	7	7	11
37	9	7	7	7	12
38	10	7	7	7	12
39	10	7	8	8	12
40	10	7	8	8	13
41	10	8	8	8	13
42	11	8	9	9	13
43	11	8	9	9	14
44	11	8	9	9	14
45	11	8	10	10	15
46	11	9	10	10	15
47	11	9	10	11	16
48	12	9	11	11	16
49	12	9	11	11	16
50	12	10	11	12	17
51	12	10	12	12	17
52	12	10	12	13	18
53	13	10	13	13	18
54	13	11	13	14	19
55	13	11	14	14	19
56	13	11	14	15	20
57	13	11	15	15	20
58	14	12	15	16	21
59	14	12	16	16	21
≥ 60	14	12	16	17	22

Source: [29 CFR 1910.95].

These critical job tasks need to be safely performed under conditions of extreme background noise and SCBA noise as typically found at the incident scene. The inability to hear sounds of low intensity or to distinguish voice from background noise can lead to failure to respond to imminently hazardous situations and thus lead to life-threatening sudden incapacitation to the member or others depending on the member.

Hearing aid use is not considered a reasonable accommodation for the following reasons:

(1) U.S. FDA regulations (21 CFR 801.420) require that all hearing aids be labeled with a statement that hearing aids do *not* restore normal hearing.
(2) Hearing aids are adjusted to restore one-third to one-fourth the measured loss in pure tone frequency range of 250 to 6000 Hz (National Acoustic Labs). This allows for improved hearing of speech but will not restore ability to hear or discriminate acoustic cues (such as collapsing wall/timber, gas leaks, traffic sounds) or radio broadcasts that are essential safety requirements at a fire or rescue scene.
(3) Hearing aids seriously compromise the ability to localize acoustic cues so that the source of impending danger is confused and safety is imperiled.
(4) Hearing aids are not calibrated to function in areas of high background noise (fire scene, rescue scene, traffic) or during radio transmissions.
(5) Hearing aids are not reliable after submersion or heavy exposure to water.
(6) If there is a threshold shift the AHJ must be notified. AHJs are responsible for initiating evaluation of personal protective equipment (PPE) and engineering controls.
(7) If there is a threshold shift, the member should be advised in writing and referral to an audiologist and/or an otolaryngologist should be made.
(8) If the threshold shift is determined to be permanent, then this audiogram becomes the "revised baseline."

A.9.12.5.1 Intact gait and balance are required to safely perform critical tasks such as climbing stairs, carrying heavy items (tools, equipment, victims, stretchers), climbing ladders, and walking on narrow/elevated/inclined areas (roofs). A fire fighter's balance can be further stressed by the need to safely perform these critical job tasks wearing personal protective clothing and SCBA.

Any symptomatic balance disturbance, vertigo, change of gait and coordination, or history of these that has not resolved completely should be fully investigated. Examples include but are not limited to Ménière's syndrome, severe labyrinthitis, and cerebellar syndromes. Current use of medications needs careful evaluation to be certain that the condition is completely controlled and that the side effects of the medication do not impose additional unacceptable risks for the successful and safe performance of critical job tasks.

A.9.12.6.1 The face, nasal, oropharyngeal, and dental structures should be of sufficient structure and function to allow the proper use and fitting of required respiratory protection (N-95, P-100, SCBA) and other protective clothing and gear. These structures should allow sufficient function for proper nutrition, balance, communication, and respiration. Aphonia, severe dysphonia, or a speech pattern that prevents oral communication during fire or emergency operations should resolve or be corrected.

Anosmia (loss of smell) can interfere with the ability to safely perform critical tasks on the fire ground. Evaluation of anosmia is difficult, as objective testing is not available in most medical settings.

Recurrent sinusitis (severe, requiring repeated hospitalizations or repeat surgery) can interfere with the successful and safe performance of critical tasks due to inability to effectively wear SCBA and inability to safely perform other critical tasks during emergency operations due to limitations of pain, endurance, or respiration.

Severe and recurrent epistaxis can prevent successful and safe performance of critical tasks due to inability to wear SCBA on the fire ground.

Orthodontic and certain other maxillofacial appliances or prostheses can preclude safe and effective use of protective equipment and compromise nutritional or hydration status or ability to communicate.

Pharyngeal or laryngeal stenosis, mass, or accessory tissues can interfere with speech, communication, or respiration, which will not permit the successful and safe performance of critical tasks on the fire ground and during emergency operations, especially when wearing SCBA and personal protective clothing.

A.9.13 Fire fighters with active, ongoing, or recurrent neurologic disorders can have difficulty following orders, communicating information, and working in a coordinated manner with workers, victims, and involved civilians (essential job tasks 11, 12, and 13). Fire fighters with neurologic disturbances can also have difficulty with fatigue, somnolence, cognitive function, motor strength, sensation, coordination, gait, and equilibrium, all required to safely perform essential job tasks. The fire fighter often is exposed to considerable stress (temperature, physical exertion, and psychological) during emergency operations. Stress conditions can exacerbate or highlight neurologic deficiencies when the fire fighter is performing essential job tasks rapidly during an emergency operation where there is little room for error and where such errors can have life-threatening consequences for the fire fighter, colleagues, or victims. Removing oneself from the scene, even temporarily, can significantly impact on the success of the operation. Medications used to treat neurologic conditions can frequently produce or worsen somnolence, discoordination, and/or disequilibrium.

A.9.13.4.1 Cerebral vascular insufficiency includes the spectrum of syndromes from transient ischemic attack to stroke, and its cause should be investigated. If due to arteriovenous malformation, cerebral aneurysm, or bleeding, then see specific recommendations. If due to hypertension, then this is evidence of end organ disease. Stroke does not permit safe performance of essential job tasks (1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13) since the physiological stress associated with strenuous physical exertion can increase the likelihood for new strokes leading to life-threatening sudden incapacitation. Cerebral vascular insufficiency can affect control of respiration, cognitive abilities, communication, motor strength, sensation, coordination, and equilibrium. If stroke is due to embolic disease then risk factors (hypercoaguable state, collagen vascular disease, carotid vascular disease, patent foramen ovale, cardiac disease) need to be evaluated. Ability to safely perform essential job tasks is based on an evaluation of current neurologic status, treatment, and any contributory underlying conditions. (For example, Coumadin and other full-dose anticoagulant treatment regimens do not allow the safe performance of essential job task 8.)

A.9.13.5.1 Myasthenia gravis could compromise a member's ability to safely perform essential job tasks 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13. In considering performance of essential job tasks, the impact of the operational environment (heat, stress, activity, duration, variable night shifts, etc.) on exacerbations should be considered and specifically addressed by a knowledgeable neurological specialist and the fire department physician. The neurologist must indicate that the member's cognitive function and neurological exam are normal and the member is off all drug treatment. The member cannot safely perform essential job tasks if there is evidence of respiratory muscle weakness or prior episode of respiratory muscle weakness in the last 3 years. The member cannot safely perform essential job tasks if on drug treatment for myasthenia including corticosteroids, cytotoxic drugs (e.g., Imuran), and/or plasmapheresis, as these treatments indicate that disease is still active and likelihood for exacerbation and life-threatening sudden incapacitation exists during emergency operations.

A.9.13.6.1 Epilepsy is defined as the presence of "unprovoked, recurrent seizures — paroxysmal disorders of the central nervous system characterized by an abnormal cerebral neuronal discharge with or without loss of consciousness." Generalized, complex, partial, simple epilepsy, or recurrent seizures, even those that do not impair consciousness, prevent safe performance of essential job tasks 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 because of the uncertainty regarding how much of the brain could be involved and the risk of propagation to other regions of the brain, particularly in the highly epileptogenic environment of the fire ground.

Treatment of patients with epilepsy is only variably successful, with roughly 40 percent of patients attaining remission on anticonvulsant therapy. Remission is defined as 5 years without recurrence of seizure activity. Further complicating the fitness-for-duty issue is the fact that only 50 percent of patients who achieve remission do so without toxic side effects of the anticonvulsant drug.

As much as 10 percent of the population will experience at least one seizure in a lifetime, whereas less than 1 percent of the population qualifies for a diagnosis of epilepsy.

Many conditions producing seizures in the pediatric age group are known to remit prior to adulthood, and many adults sustain a reactive seizure that can be attributed to a reversible, underlying precipitant. These circumstances do not necessarily represent an ongoing risk of sudden, unpredictable incapacitation of a member. After a provoked seizure, with the precipitant identified and alleviated, the member can be cleared for duty if anticonvulsants are not prescribed and the conditions described in 9.13.6.1(2) through 9.13.6.1(5) are met.

A.9.13.7.1 The cause of cerebral bleed needs to be determined. If due to hypertensive bleed, then this is evidence for target organ disease. Hypertension with target organ disease does not permit safe performance of essential job tasks 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, as the hypertension and stress associated with strenuous physical exertion can increase the likelihood for new bleeds and strokes leading to life-threatening sudden incapacitation due to central nervous system instability affecting control of respiration, cognitive abilities, communication, motor skills, sensory abilities, coordination, and equilibrium.

Arteriovenous malformation or cerebral aneurysm does not allow for the safe performance of essential job tasks 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 since hypertension and stress associated with strenuous physical exertion can increase the likelihood for acute rupture and stroke leading to life-threatening sudden incapacitation. Members can safely return to duty after evaluation by a neurosurgeon if resection was successful, exam and imaging studies are normal (except for surgical site), and EEG shows no epileptic activity off all anticonvulsant medications.

A.9.13.8.1 Essential job tasks 1, 4, 6, 7, 8, 9, 10, 11, 12, and 13 might not be performed safely unless after evaluation by a specialist it is concluded that exam is normal and imaging studies are normal. If trauma produced seizures, then see recommendations for seizures in A.9.13.6.1.

A.9.14 Fire fighters perform individually and as a team. Fire fighters with active, ongoing or recurrent, psychiatric and/or psychological conditions can have difficulty following orders, communicating information, and working in a coordinated manner with workers, victims, and involved civilians. The fire fighter with a personality disorder might not respond appropriately to command structure or adequately control his/her interpersonal behavior. Behavior that undermines command structure, group function, and/or group cohesion is not safe to the member or others performing essential job tasks. Fire fighters are exposed to gruesome tragedy during emergency operations, further exacerbating the stress of the job. Removing oneself from the scene, even temporarily, can significantly impact on the success of an emergency operation. Medications used to treat psychiatric or psychological conditions can produce or worsen somnolence, impair coordination, and predispose to heat stress.

A.9.15 Substance abuse interferes with cognitive functions, energy, command structure, communication, strength, sensation, gait, coordination, and equilibrium, and therefore compromises the member's ability to safely perform essential job tasks 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13. There is increased risk for auto accidents when driving departmental vehicles. Dehydration, arrhythmia, and disequilibrium can be life threatening in a toxic/traumatic/stress environment. Fire fighting requires members to perform independently and in coordination with others. Behavior that undermines command structure, group function, and/or group cohesion during emergency operations is not safe to the member or others at the scene.

Annex B Guide for Fire Department Administrators

This annex is not a part of the requirements of this NFPA document but is included for informational purposes only.

B.1 Legal Considerations in Applying the Standard. The consideration of an application or continued employment of a member based on medical or physical performance evaluations involves a determination that is not without legal implications. To this end, prior to making an adverse employment decision based on the current standard, the authority with jurisdiction might wish to consult with legal counsel.

B.1.1 Legal Protections for Individuals with Handicaps or Disabilities. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 791 et seq., and implementing regulations prohibit discrimination against those with handicaps or disabilities under any program receiving financial assistance from the federal government. The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12101 et seq., also prohibits employment discrimination by certain private employers against individuals with disabilities. In addition, many states have enacted legislation prohibiting discrimination against those with handicaps or disabilities. Generally

speaking, these laws prevent the exclusion, denial of benefits, refusal to hire or promote, or other discriminatory conduct against an individual based on a handicap or disability, where the individual involved can, with or without reasonable accommodation, perform the essential functions of the job without creating undue hardship on the employer or program involved.

Beginning in 1999, the United States Supreme Court has issued a series of decisions limiting the scope of the ADA. As a result, persons with certain kinds of impairments that are mitigated by corrective measures such as medication for high blood pressure or eyeglasses for myopia are not "disabled" under the ADA. See *Sutton v. United Airlines, Inc.*, 527 U.S. 471 (1999); *Murphy v. United Parcel Service, Inc.*, 118 S. Ct. 2133 (1999); and *Albertsons, Inc. v. Kirkingburg*, 527 U.S. 555 (1999). More recently the Supreme Court held that an impairment is not a disability covered by the ADA unless it severely restricts a person from doing activities that are of central importance to most people's daily lives. See *Toyota Motor Mfgr., Kentucky, Inc. v. Williams*, 534 U.S. 184 (2002). These cases significantly limit the persons who can claim the protections of the federal ADA, but do not, by any means, eliminate the ADA as an important consideration in fire service–related employment decisions. Moreover, it should be borne in mind that separate disability protections exist under laws of many states, and some of these laws have been interpreted to afford greater protections than that afforded by the ADA. See, for example, *Dahill v. Boston Department of Police*, 434 Mass. 233 (2001), where the Supreme Judicial Court of Massachusetts ruled that a corrective device to alleviate a disability is not relevant in determining whether someone is disabled under the state's disability law.

The disability discrimination laws, therefore, continue to be an important part of the legal framework that governs employment-related decisions. Although this standard has been developed with this in mind, these laws can, depending on the jurisdiction and the circumstances, affect the degree to which the authority having jurisdiction can implement the standard in an individual case. Users of this standard should be aware that, while courts, in assessing disability discrimination claims, are likely to give considerable weight to the provisions of a nationally recognized standard such as NFPA 1582 [see, for example, *Miller v. Sioux Gateway Fire Department*, 497 N.W.2d 838 (1993)], reliance on the standard alone might not be sufficient to withstand a challenge to an adverse employment decision.

B.1.2 Legal Protections for Individuals Who Are Members of Protected Classes (Race, Sex, Color, Religion, or National Origin). Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing regulations by the Equal Employment Opportunity Commission (EEOC) prohibit discrimination in employment on the basis of race, sex, color, religion, or national origin (i.e., protected classes). Under Title VII, an "employer" is defined, generally, to mean a person with "15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year" (42 U.S.C. § 2000e). Several federal jurisdictions have held that unpaid volunteers are not considered to be "employees" under Title VII.

Additionally, many states, cities, and localities have adopted similar legislation. Generally, physical performance or other requirements that result in "adverse impact" on members of a protected class (e.g., on the basis of gender) are required to be validated through a study in accordance with EEOC guidelines, if such requirements are to be relied on in making employment decisions. Under EEOC guidelines, a study validating employment standards in one jurisdiction can be transportable to another jurisdiction (and therefore used in lieu of conducting a separate study). However, specific preconditions must be met in this regard, and the authority having jurisdiction should seek the advice of counsel before relying on a transported validation study.

B.1.2.1 Pregnancy and Reproduction. Federal regulations, as well as many court decisions, including the U.S. Supreme Court's decision in *International Union, et al. v. Johnson Controls, Inc.* [499 U.S. 187, 111 S. Ct. 1196 (1991)], have interpreted the requirements of Title VII with respect to pregnancy and reproduction. The AHJ should seek the advice of counsel in resolving specific questions concerning these requirements as well as other requirements that can be imposed by state or local laws.

B.2 Determining Essential Job Tasks. The medical requirements in this edition of the standard were revised based on the essential job tasks contained in Chapter 5 and Chapter 9. It is recognized that some fire-fighting functions and tasks can vary from location to location due to differences in department size, functional and organizational differences, geography, level of urbanization, equipment utilized, and other factors. Therefore, it is the responsibility of each individual fire department to document, through job analysis, the essential job functions that are performed in the local jurisdiction.

There are a wide variety of job analytic techniques available to document the essential functions of the job of a member. However, at a minimum, any method utilized should be current, in writing, and meet the provisions of the Department of Labor regulations [29 CFR 1630.2(n)(3)]. Job descriptions should focus on critical and important work behaviors and specific tasks and functions. The frequency and/or duration of task performance and the consequences of failure to safely perform the task should be specified. The working conditions and environmental hazards in which the work is performed should be described.

The job description should be made available to the fire department physician for use during the pre-placement medical examination for the individual determination of the medical suitability of applicants for membership.

B.3 Choosing a Fire Department Physician. Several factors should be considered in choosing a fire department physician. There are relatively few physicians with formal residency training and certification in occupational medicine. The fire department physician should be qualified to provide professional expertise in the areas of occupational safety and health as these areas relate to emergency services. For the purpose of conducting medical evaluations, the fire department physician should understand the physiological and psychological demands placed on members as well as the environmental conditions under which members have to perform.

Knowledge of occupational medicine and experience with occupational health programs are essential for physicians not formally trained in occupational medicine.

The physician must be committed to meeting the requirements of the program, including appropriate record keeping. The physician's willingness to work with the department to continually improve the program is also important. Finally, the physician's concern and interest in the program and in the individuals in the program are vital.

The following are some of the many options for obtaining physician services:

(1) Physicians can be paid on a service basis or through a contractual arrangement.
(2) For volunteer departments, local physicians might be willing to volunteer their services for the program, with other arrangements for payment of laboratory testing, x-rays, and so forth.
(3) Some departments might utilize a local health care facility for medical care. However, in that case, the department should have one individual physician responsible for the program, record keeping, and so forth.
(4) A military reserve or a National Guard unit can be used.

B.4 Coordinating the Medical Evaluation Program. An individual from within the department should be assigned the responsibility for managing the health and fitness program, including the coordination and scheduling of evaluations and examinations. This person should also act as liaison between the department and the physician to make sure that each has the information necessary for decisions about placement, scheduling appointments, and so forth.

B.5 Confidentiality. Confidentiality of all medical data is critical to the success of the program. Members need to feel assured that the information provided to the physician will not be inappropriately shared. No fire department supervisor or manager should have access to medical records without the express written consent of the member. There are occasions, however, when specific medical information is needed to make a decision about placement, return to work, and so forth, and a fire department manager should have more medical information for decision making. In that situation, written medical consent should be obtained from the member to release the specific information necessary for that decision.

Budgetary constraints can affect the medical program. Therefore, it is important that components of the program be prioritized such that essential elements are not lost. With additional funding, other programs or testing can be added to enhance the program.

Annex C Protocols for Evaluation of Fitness of Members

This annex is not a part of the requirements of this NFPA document but is included for informational purposes only.

C.1 Annual Fitness Evaluation — NFPA 1583. The following copyrighted material is extracted from Chapter 4 of NFPA 1583.

C.1.1 General.

C.1.1.1 All members shall participate in a periodic fitness assessment under supervision of the department HFC and shall provide the HFC with data on which to base individual exercise prescription. [1583:4.1.1]

C.1.1.2 The fitness assessment shall be conducted at least annually. [1583:4.1.2]

C.1.2 Fitness Assessment.

C.1.2.1 All members shall be cleared for participation in the fitness assessment by the fire department physician. [1583:4.2.1]

C.1.2.2 If a member has an acute medical problem or a newly acquired chronic medical condition, the fitness assessment shall be postponed until that person has recovered from this condition and presents to the fire department for review. [1583:4.2.2]

C.1.3 Pre-Assessment Questionnaire. The HFC shall administer to all members a pre-assessment questionnaire that seeks to identify contraindications for participation in the fitness assessment and department exercise training program. [1583:4.3]

C.1.4 Fitness Assessment Components. The annual fitness assessments shall consist of the following components:

(1) Aerobic capacity
(2) Body composition
(3) Muscular strength
(4) Muscular endurance
(5) Flexibility [1583:4.4]

C.1.4.1 Sample Assessment Protocols for the Health-Related Components of Fitness. The following examples of assessment protocols for health-related components of fitness vary in terms of ease of administration, safety, cost, and predictive value:

(1) Aerobic capacity
  (a) 1-mile walk
  (b) 1.5-mile run/walk
  (c) 12-minute run
  (d) Step test (various)
  (e) Stairclimbing machine
  (f) Cycle ergometer (various)
  (g) Treadmill (various)
(2) Percentage of body fat
  (a) Skinfold (various)
  (b) Circumference (various)
  (c) Bioimpedance (BIA)
  (d) Hydrostatic weighing
  (e) Body mass index (optional)
  (f) Waist-to-hip ratio (optional)
(3) Muscular strength
  (a) Handgrip dynometer
  (b) Static bicep curl with dynometer
  (c) Static leg press with dynometer
  (d) Bench press (1 rep maximum or percent of body weight)
  (e) Leg press (1 rep maximum or percent of body weight)
(4) Muscular endurance
  (a) Push-ups
  (b) Modified push-ups
  (c) Pull-ups
  (d) Bent knee sit-ups
  (e) Crunches given time
  (f) Crunches to cadence
(5) Flexibility
  (a) Sit and reach
  (b) Modified sit and reach
  (c) Trunk extension
  (d) Shoulder elevation [1583: A.4]

C.2 Annual Fitness Evaluation — *Fire Service Joint Labor-Management Wellness-Fitness Initiative.* The copyrighted material in C.2.1 through C.2.1.1.8 is reprinted with permission.

C.2.1 Fitness Evaluation Protocols for Members.

C.2.1.1 The following mandatory fitness protocols shall be used to determine the member's baseline level of fitness and to evaluate progress from year to year. Fitness evaluations shall be under the auspices of the fire department physician. The actual evaluations are permitted to be conducted by the fire department's fitness personnel. All data collected by the evaluator is to be held confidential and maintained in the member's confidential medical file. The evaluator can provide exercise prescriptions to encourage the members to maintain or improve their level of fitness.

There are many protocols currently available to measure the submaximal V_{O_2} levels of apparently healthy individuals. These protocols differ in evaluation equipment (i.e., treadmill, stairmill, step, and stationary bike), rate of increasing work output, degree of increasing work output, and final result. To increase the consistency of V_{O_2} measurements, as well as the accuracy of the data collected between members within and between participating fire departments, one of the two following submaximal protocols is to be used for measuring aerobic capacity. These are the Gerkin Treadmill Protocol and the FDNY Stairmill Protocol. Both protocols were specifically developed and validated to evaluate the sub-maximal aerobic capacity of members.

After continued evaluation and research by the IAFF/IAFC Wellness-Fitness Initiative's technical experts, it was determined that significant errors were occurring when past protocols were applied to a population that has different characteristics from those for which the evaluation was developed. For this reason, the Bruce and Balke Treadmill Protocols were removed as evaluation protocols and as a means to collect data. Both Bruce and Balke were specifically tailored for less-fit populations to determine cardiovascular pathology and thus proved to be less accurate protocols for the general members population. The YMCA Stationary Bike Test Protocol was also removed since it consistently and grossly underestimated V_{O_2} for above average body size (i.e., most members). The Canadian Step Test was also removed since it relies on a single-stage exercise that was found to underestimate measurement of member's V_{O_2}.

A maximal cardiopulmonary evaluation with an electrocardiogram (ECG) shall be permitted to be used to obtain V_{O_2} measurements. This medical evaluation shall only be conducted in a medical facility with proper monitoring by a physician and available resuscitation equipment.

The muscular endurance evaluations were also modified. In order to improve the accuracy of the evaluation and the data collection, the sit-and-hold evaluation was eliminated. The sit-up protocol was changed to a curl-up evaluation in order to ensure the safety of the participant and to improve the specificity of the evaluation. The push-up evaluation was modified to ensure uniformity in data collection.

The flexibility evaluation was modified to address the difference in limb length and/or differences in proportion between an individual's arm and legs.

The IAFF/IAFC Wellness-Fitness Initiative's technical experts have evaluated all equipment utilized in these fitness protocols. The technical experts found either accuracy, maintenance, or availability problems with some evaluation equipment. Manufacturer's information, product names, and model numbers are included in each protocol. Unless indicated, this equipment must not be substituted with other equipment. All equipment must be maintained and properly calibrated in accordance with the manufacturer's instructions.

Members must be fully recovered from the previous evaluation before proceeding to the next evaluation. The evaluation events can be sequenced to minimize the effects of previous evaluations on subsequent evaluation performance. If evaluations for aerobic capacity, muscular strength, muscle endurance, and flexibility are to be evaluated in one evaluation battery, the following sequence should be used:

(1) Resting heart rate and resting blood pressure
(2) Aerobic capacity
(3) Muscular strength
(4) Muscle endurance
(5) Flexibility

The following is a mandatory pre-evaluation procedure. It shall be conducted for all members prior to conducting the fitness evaluations:

(1) Review and confirm individual's current medical status. It is required that all members are medically cleared through this standard's medical evaluation within 12 (±3) months prior to any fitness evaluation.
(2) Notify members in advance of the scheduled time and place of physical fitness evaluations. The individual should understand the protocol and what is expected before, during, and after the evaluation, including start and stop procedures. Individual will be required to wear comfortable clothes and either sneakers or athletic shoes. All members must refrain from eating, drinking, smoking, and any physical activity prior to the evaluation to ensure accurate heart rate and blood pressure measurements.
(3) Obtain a resting heart rate and blood pressure prior to aerobic capacity evaluation. If resting heart rate exceeds 110 beats per minute and/or resting blood pressure exceeds 160/100 mm Hg, ask the individual to relax in a quiet place for 5 minutes and re-test. If the heart rate and/or blood pressure remain at these levels, cancel the fitness evaluation and refer the individual to the fire department physician. If the retest indicates a reduction in heart rate and blood pressure, the evaluation can be given. The aerobic capacity protocols also require that age (both protocols) and weight in kilograms (FDNY protocol only) be obtained prior to the evaluation.
(4) Review health status with the individual being evaluated. Contraindications for evaluations shall be reviewed, addressing any changes in the individual's health status since their last medical evaluation that would warrant deferring the evaluation, including:
    (a) Chest pain during or absence of physical activity
    (b) Loss of consciousness
    (c) Loss of balance due to dizziness (ataxia)
    (d) Recent injury resulting in bone, joint, or muscle problem
    (e) Current prescribed drug that inhibits physical activity
    (f) Chronic infectious disease (e.g., hepatitis)
    (g) Pregnancy
    (h) Any recent disorders that can be exacerbated by exercise
    (i) Any other reason why the individual believes that he or she should not be physically evaluated

C.2.1.1.1 Aerobic Capacity. *Treadmill.* Submaximal treadmill evaluations shall use the Gerkin Treadmill Protocol. The treadmill shall be a LifeFitness 9100HR or a commercial treadmill capable of obtaining a 15-percent grade and 10 mph. The fire department must verify that the treadmill is equivalent to

the LifeFitness 9100HR. A Polar Heart Rate Monitor or equivalent shall be used for heart rate measurements and a stopwatch used for timing.

Stairmill. Submaximal stairmill evaluations shall use the FDNY Stairmill Protocol. The stairmill shall be a StairMaster 7000PT. A Polar Heart Rate Monitor or equivalent shall be used for heart rate measurements and a stopwatch used for timing.

Treadmill. Maximal treadmill evaluations shall use a continuous, multigrade medical cardiovascular protocol utilizing an electrocardiogram (ECG) for cardiac measurements. This evaluation must be under the direct supervision of a physician. The treadmill shall be a commercial treadmill capable of obtaining a 25-percent grade.

All aerobic capacity evaluation results must be recorded in milliliters of oxygen per kilograms of body weight per minute (V_{O_2max}).

(1) Choose the aerobic capacity protocol and worksheet.
(2) Inform the fire fighter of all evaluation components.
(3) Ensure that the individual is in proper clothing and footwear, is comfortable, and understands all facets of the evaluation.
(4) Review all indicators for stopping the evaluation with the individual
(5) Place and secure heart rate monitor transmitter around individual's chest, in accordance with the manufacturer's instructions; evaluator shall hold or wear the heart rate monitor wrist receiver
(6) Measure the fire fighter's resting heart rate and resting blood pressure and record on the protocol worksheet
(7) Obtain and record weight (for FDNY protocol only) and age (for both protocols)
(8) Determine 85 percent of the fire fighter's estimated maximum heart rate, which will be the target exercise heart rate, using the following simple Karvonen Method equation:
Target exercise heart rate = .85 (220 – age)
Example: The target exercise heart rate of a 40-year-old individual is:
Target exercise heart rate = .85 (220 – 40) = 153
(9) Record the target exercise heart rate on the protocol worksheet

C.2.1.1.1.1 Submaximal Graded Treadmill Evaluation (Gerkin Protocol).

(1) Conduct pre-evaluation procedures.
(2) The individual being evaluated is instructed to straddle the treadmill belt until it begins to move. At approximately 1 mph, the individual is instructed to step onto the belt and the belt speed is increased to 3 mph at 0 percent grade. The individual warms up at 3 mph at 0 percent grade for 3 minutes. During the warm up, the individual is informed that the evaluation is submaximal and will terminate once their monitored heart rate exceeds the target exercise heart rate for 15 seconds. The individual is informed that the target exercise heart rate is 85 percent of their predicted maximal heart rate. The individual is advised that the evaluation is a series of 1-minute exercise stages, alternating between percent grade and speed (i.e., first minute percent grade is increased, second minute speed is increased, etc.). Inform the individual that if at anytime during the evaluation they experience chest pain, light-headedness, ataxia, confusion, nausea, or clamminess, they should ask the evaluator to terminate the evaluation.
(3) The individual is informed that the belt speed will gradually increase to the starting speed of 4.5 mph and 0 percent grade, at which Stage 1 begins. The individual is permitted to either walk or run, whichever feels more comfortable.
(4) During the evaluation, the individual's heart rate is continuously monitored and the heart rate is recorded during the last quarter (15 seconds) of each stage. At the completion of the first minute (Stage 1: 4.5 mph at 0-percent grade), the grade should be increased to 2 percent. Subsequently, after every odd minute the grade will be increased an additional 2 percent. After every even minute the speed will be increased 0.5 mph. This will continue until the individual's heart rate exceeds their target exercise heart rate or demonstrates any of the criteria for early termination of the treadmill evaluation.
(5) Once the individual's heart rate exceeds the target exercise heart rate, the individual continues the evaluation for an additional 15 seconds. This 15-second period allows for the individual's heart rate to stabilize. During this stabilization period, the evaluation will remain at the stage where the target exercise heart rate is exceeded, with speed or grade unchanged. If the heart rate does not return to or below the target exercise heart rate the evaluation ends and the final evaluation stage will be recorded.
(6) If the evaluation is terminated early, the stage at which the evaluation is terminated and the reason for the termination is documented. For data collection, record that the evaluation was terminated.
(7) Once the individual exceeds their target exercise heart rate or reaches the eleventh minute of the evaluation, the evaluation is ended and the final stage is recorded.
(8) The individual is instructed to remain on the treadmill for a cool-down period for a minimum of 3 minutes at 3 mph, 0-percent grade. Continue to monitor the heart rate during the cool-down period. Record the heart rate after 1 minute of cool-down.
(9) Use the final stage and Table C.2.1.1.1.1 to establish V_{O_2max} from the Gerkin maximal graded exercise test protocol.
(10) Record the V_{O_2max}.

C.2.1.1.1.2 Submaximal Stepmill Evaluation (FDNY Protocol).

(1) Conduct pre-evaluation procedures. Obtain and record individual's age in years and weight (males only) in kilograms.
(2) The individual being evaluated is instructed to assume a starting position about two-thirds of the way up the stairs. The individual is instructed to temporarily grasp the handrails to reduce the possibility of losing balance when the stairs begin to move. The individual is also informed that holding or leaning on the handrails is not allowed once the evaluation begins since this will cause false overestimations of aerobic capacity.
(3) The evaluation will commence at Level 3 for a 30-second warm-up period. During this time, the individual is instructed to remove both hands from the handrail, establish a steady rhythm, and walk with their hands by their sides. The individual is informed that the evaluation is submaximal and will terminate in 3 minutes. The individual is advised that if at anytime during the evaluation they experience chest pain, light-headedness, ataxia, confusion, nausea, or clamminess, they should ask the evaluator to terminate the evaluation.
(4) If the evaluation is terminated early, the time at which the evaluation terminated and the reason for the termination is documented. For data collection, record that the evaluation was terminated.

Table C.2.1.1.1.1 Submaximal Treadmill Test Conversion

Stage	Time at Target Exercise	V_{O_2max} (ml/kg·min)
1.0	1:00	31.15
2.1	1:15	32.55
2.2	1:30	33.6
2.3	1:45	34.65
2.4	2:00	35.35
3.1	2:15	37.45
3.2	2:30	39.55
3.3	2:45	41.30
3.4	3:00	43.4
4.1	3:15	44.1
4.2	3:30	45.15
4.3	3:45	46.2
4.4	4:00	46.5
5.1	4:15	48.6
5.2	4:30	50.0
5.3	4:45	51.4
5.4	5:00	52.8
6.1	5:15	53.9
6.2	5:30	54.9
6.3	5:45	56.0
6.4	6:00	57.0
7.1	6:15	57.7
7.2	6:30	58.8
7.3	6:45	60.2
7.4	7:00	61.2
8.1	7:15	62.3
8.2	7:30	63.3
8.3	7:45	64.0
8.4	8:00	65.0
9.1	8:15	66.5
9.2	8:30	68.2
9.3	8:45	69.0
9.4	9:00	70.7
10.1	9:15	72.1
10.2	9:30	73.1
10.3	9:45	73.8
10.4	10:00	74.9
11.1	10:15	76.3
11.2	10:30	77.7
11.3	10:45	79.1
11.4	11:00	80.0

Source: Richard Gerkin, MD, Director of Health Center, Phoenix Fire Department.

(5) At the conclusion of the warm-up, the stairmill will be set to Level 4, which begins the actual evaluation time. The individual will walk at a constant rate of 60 steps per minute for 3 minutes. Heart rate is measured during the final 15 seconds of the exercise and recorded.
(6) Upon completion of the evaluation, the individual is instructed to re-grasp the handrails, the stepping machine is shut off, and the individual is assisted off the apparatus.
(7) The following equations are used to establish V_{O_2max}:
Male V_{O_2max} = 113.34 − 0.15 (weight) − 0.32 (final heart rate) − 0.54 (age)
Female V_{O_2max} = 88.22 − 0.31 (final heart rate) − 0.32 (age)
(8) Record the V_{O_2max}.

Note: This protocol has been validated as accurate when final heart rate equals or is greater than 110 bpm.

C.2.1.1.2 Hand grip strength evaluations shall use the following protocol. The hand grip dynamometer shall be a Jamar Hydraulic Hand dynamometer.

(1) Conduct pre-evaluation procedures.
(2) The individual being evaluated is instructed to towel hands to ensure they are dry. The individual is instructed to place dynamometer in the hand to be evaluated; the evaluator adjusts, ensuring that the bottom of the handle clip is adjusted to fit snug in the first proximal interphalangeal joint. The red peak-hold needle is rotated counterclockwise to the zero position. The individual is advised that the evaluation is a series of six measurements — three for each hand. The individual is informed that the isometric contraction (squeezing) required during this evaluation must be eased into and then released slowly, without swinging arm, pumping arm, or jerking hand. Inform the individual that if at anytime during the evaluation they experience chest pain, lightheadedness, ataxia, confusion, nausea, or clamminess, they should terminate the evaluation.
(3) The individual is instructed to assume a slightly bent forward position, with elbow bent at a 90-degree angle, shoulder adducted and neutrally rotated, forearm and wrist in neutral position.
(4) The individual is instructed to squeeze with maximum strength 2 to 3 seconds while exhaling and then slowly release grip. The peak-hold needle will automatically record the highest force exerted.
(5) Measure both hands alternatively allowing three evaluations per hand. Reset the peak-hold needle to zero before obtaining new readings. List the scores for each hand to the nearest kilogram.
(6) Record the highest score.

C.2.1.1.3 Leg strength evaluations shall use the Wellness-Fitness Initiative Protocol for Leg Strength. The leg dynamometer shall be the Jackson Strength Evaluation System or a commercial dynamometer system that is digital, incorporates dead load cells, and includes an adjustable chain, handlebar, and test platform. The fire department must verify that the dynamometer is equivalent to the Jackson Strength Evaluation System. A V-grip handlebar (chinning triangle) is required.

(1) Conduct pre-evaluation procedures.
(2) The individual being evaluated is instructed to towel hands to ensure they are dry. The individual is advised that the evaluation is a series of three measurements. The individual is informed that the isometric arm contraction required during this evaluation must be eased into and then released slowly, without swinging arm, pumping arm, or jerking hands. Inform the individual that if at anytime during the evaluation they experience back pain, chest pain, light-headedness, ataxia, confusion, nausea, or clamminess, they should terminate the evaluation.
(3) The individual is instructed to stand upon the dynamometer base plate, which has been placed on a level and secure surface, with feet spread shoulder width apart. The individual is instructed to hold the bar with

a wide grip and bend their elbows (keeping their elbows to their sides) 90 degrees. Individual must stand erect without arching back.

(4) The instructor verifies that the arm/elbow joint angle is 90 degrees and adjusts the chain so that it is taut in this position.

(5) The individual shall be instructed not to shrug shoulders, bend back, or perform any other motion other than to contract arms and attempt to move the handlebar in a vertical direction.

(6) Instruct the individual to flex arms for a total of 3 seconds.

(7) After 3 seconds, instruct the individual to slowly relax arms and to remain at standing rest for 30 seconds.

(8) Once the individual has completed the 30-second recovery period begin the second evaluation. Repeat evaluation for the third time using the same procedure.

(9) List all scores. *Note: Digital readout will display the actual force, the highest peak force, and the average force achieved during the three evaluations.*

(10) Record the highest of the three trials to the nearest kilogram.

C.2.1.1.4 Arm strength evaluations shall use the following protocol. The arm dynamometer shall be the Jackson Strength Evaluation System or a commercial dynamometer system that is digital, incorporates dead load cells, and includes an adjustable chain, handlebar, and test platform. The fire department must verify that the dynamometer is equivalent to the Jackson Strength Evaluation System. A straight-grip handlebar is required.

(1) Conduct pre-evaluation procedures.

(2) The individual being evaluated is instructed to towel hands to ensure they are dry. The individual is advised that the evaluation is a series of three measurements. The individual is informed that the isometric leg extension required during this evaluation must be eased into and then released slowly, without bending back, swinging arm, pumping or bending arm, or jerking hand. Inform the individual that if at anytime during the evaluation they experience back pain, chest pain, light-headedness, ataxia, confusion, nausea, or clamminess, they should terminate the evaluation.

(3) The individual is instructed to stand upon the dynamometer base plate, which has been placed on a level and secure surface, with feet spread shoulder width apart. The individual is instructed to stand erect. The chain is then adjusted so the upper (inside) edge of the bottom cross member of the V-grip handlebar is at the top of the individual's kneecap. The evaluator verifies this position, ensuring the chain is taut.

(4) The individual is then instructed to hold the bar, look straight with head in the neutral position, fully extend arms, and maintain a straight back. The evaluator shall verify this position and ensure that the individual's hips are directly over their feet, with trunk and knees slightly bent.

(5) Instruct the individual to lift using their legs for a total of 3 seconds.

(6) After 3 seconds, instruct the individual to slowly relax arms and legs and to remain at standing rest for 30 seconds.

(7) Once the individual has completed the 30-second recovery period begin the second evaluation. Repeat the evaluation for the third time using the same procedure.

(8) List all scores. *Note: Digital readout will display the actual force, the highest peak force, and the average force achieved during the three evaluations.*

(9) Record the highest of the three trials to the nearest kilogram.

C.2.1.1.5 Push-up muscle endurance evaluations shall use the Wellness-Fitness Initiative Protocol for Push-ups. Equipment used for this evaluation includes a 5 in. prop (i.e., cup, sponge), a metronome, and a stopwatch.

(1) Conduct pre-evaluation procedures.

(2) The individual is advised that the evaluation is a series of push-ups performed in a 2-minute time period. The individual is advised that the evaluation is initiated from the "up" position (hands are shoulder width apart, back is straight, and head is in neutral position). The individual is informed that they are not allowed to have their feet against a wall or other stationary item. Additionally, the individual is informed that the back must be straight at all times and they must push up to a straight arm position. The individual is instructed to continue performing push-ups in time with the cadence of the metronome, one beat up and one beat down. Inform the individual that if at anytime during the evaluation they experience chest pain, light-headedness, ataxia, confusion, nausea, or clamminess, they should terminate the evaluation.

(3) The evaluator places the 5-in. prop on the ground beneath the individual's chin and the individual must lower their body to the floor until the chin touches this object.

(4) The metronome should be set at a speed of 80, allowing for 40 push-ups per minute.

(5) The individual has a 2-minute time limit to complete a maximum of 80 push-ups.

(6) The administrator shall stop the evaluation when the individual:

(a) Reaches 80 push-ups

(b) Performs three consecutive incorrect push-ups

(c) Does not maintain continuous motion with the metronome cadence

(7) Record the highest number of successfully completed push-ups.

C.2.1.1.6 Curl-up muscle endurance evaluations shall use the Wellness-Fitness Initiative Protocol for Curl-ups. Equipment used for this evaluation includes a gym mat, a metronome, and a stopwatch.

(1) Conduct pre-evaluation procedures.

(2) The individual is advised that the evaluation is a series of curl-ups performed in a 3-minute time period. The individual is informed that the evaluation is initiated from the supine position with knees bent at a 90-degree angle, hands cupped over the ears or at the temples, and with hand and arm position maintained for the entire duration of the evaluation. The individual is advised that their feet will be secured by a bar or a second administrator, but the holding or bracing of the knees and or ankles is not allowed. The individual is instructed that the curl-up is initiated by flattening the lower back followed by actively contracting the abdominal muscles and then continuing the movement until the trunk reaches a 45-degree angle with respect to the floor. This is followed by curling down of the trunk with the lower back fully contacting the mat before the upper back and shoulders. A rocking or bouncing movement is not permitted and the buttocks must remain in contact with the mat at all times. The individual is instructed to continue performing curl-ups in time with the cadence of the metronome, one beat up and one beat down. Inform the individual that if at anytime during the evaluation they experience back pain, chest pain, light-headedness, ataxia, confusion, nausea, or clamminess, they should terminate the evaluation.

(3) The metronome is set at a speed of 60, allowing for 30 curl-ups per minute.
(4) The individual has a 3-minute time limit to successfully complete a maximum of 90 curl-ups.
(5) The administrator shall observe the evaluation from the side to ensure that each curl-up is performed correctly and shall stop the evaluation when the individual does any of the following:
  (a) Reaches 90 curl-ups
  (b) Performs three consecutive incorrect curl-ups
  (c) Does not maintain continuous motion with the metronome cadence
(6) Record the highest number of successfully completed curl-ups.

C.2.1.1.7 Sit-and-reach flexibility evaluations shall use the Wellness-Fitness Initiative Sit and Reach Protocol. Equipment used for this evaluation shall be a Novel Acuflex I or equivalent trunk flexibility tester that compensates for variable arm and leg lengths.

(1) Conduct pre-evaluation procedures.
(2) The individual is advised that the evaluation is a series of three measurements that will evaluate the flexibility of the lower back, hamstring muscles, and shoulders. The individual is informed that the flexion required during this evaluation must be smooth and slow, as the individual advances the slide on the box to the most distal position possible. Inform the individual that if at anytime during the evaluation they experience back pain, chest pain, lightheadedness, ataxia, confusion, nausea, or clamminess, they should terminate the evaluation.
(3) The individual is instructed to sit on the floor ensuring the head, upper back, and lower back are in contact with the wall. The individual is instructed to place legs together, fully extended. The sit and reach box with the sliding measurement guide is placed with the box flat against the feet.
(4) While maintaining head and upper/lower back contact with the wall, the individual is instructed to extend arms fully in front of their body with the right hand overlaying the left hand, with middle finger of each hand directly over each other. The rule is set to 0.0 in. at the tips of the middle fingers. The individual is then instructed to exhale slowly while stretching slowly forward, bending at the waist, and pushing the measuring device with the middle fingers. During the stretch, legs are to remain together and fully extended and hands are to remain overlaid. The stretch is held momentarily and the distance obtained. If the individual bounces, flexes knee, or uses momentum to increase distance, the evaluation is not counted.
(5) Instruct the individual to relax for 30 seconds. Once the individual has completed the 30-second recovery period begin the second evaluation. Repeat evaluation for the third time using the same procedure.
(6) Record the furthest distance from the three trials (rounded to the nearest ¼ in.) as the final score.

C.2.1.1.8 Fitness protocol equipment list:

(1) LifeFitness 9100HR Treadmill: for information and local distributor contact, LifeFitness, 10601 West Belmont Avenue, Franklin Park, IL 60131, Phone (847) 288-3300, fax (847) 288-3791, Website www.lifefitness.com.
(2) Jackson Strength Evaluation System with V-Grip Handlebar (chinning triangle): for information and local distributor contact, Lafayette Instrument, 3700 Sagamore Parkway North, P.O. Box 5729, Lafayette, IN 47903, Phone (765) 423-1505 or (800) 428-7545, fax (765) 423-4111, Website www.lic-mef.com *(Note: The Jackson Strength Evaluation System includes a Jamar Hydraulic Hand Dynamometer).*
(3) Jamar Hydraulic Hand Dynamometer: for information and local distributor contact, Jamar, Sammons Preston, 4 Sammons Court, Bolingbrook, IL 60440, Phone (800) 323-5547 *(Note: The Jackson Strength Evaluation System includes a Jamar Hydraulic Hand Dynamometer).*
(4) Novel Acuflex I Trunk Flexibility Tester: for information and local distributor contact, Novel Products Incorporated, Post Office Box 408, Rockton, IL 61072-0408, Phone (800) 323-5143, fax (815)624-4866, E-mail novelprod@aol.com.
(5) Polar Heart Rate Monitor: for information and local distributor contact, Polar Electro Inc., 370 Crossways Park Drive, Woodbury, NY 11797, Phone (800) 227-1314; Canada (888) 918-5043, fax (516) 364-5454, Website www.polarus.com.
(6) StairMaster StepMill 7000 PT: for information and local distributor contact, StairMaster Sports/Medical Products, L.P., 12421 Willows Road, NE, Suite 100, Kirkland, WA 98034, Phone (425) 823-1825, ext. 7605, fax (425) 821-3794, Website www.stairmaster.com.

Annex D Informational References

D.1 Referenced Publications. The documents or portions thereof listed in this annex are referenced within the informational sections of this standard and are not part of the requirements of this document unless also listed in Chapter 2 for other reasons.

D.1.1 NFPA Publications. National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169-7471.

NFPA 1001, *Standard for Fire Fighter Professional Qualifications*, 2002 edition.

NFPA 1002, *Standard for Fire Apparatus Driver/Operator Professional Qualifications*, 2003 edition.

NFPA 1003, *Standard for Airport Fire Fighter Professional Qualifications*, 2005 edition.

NFPA 1006, *Standard for Rescue Technician Professional Qualifications*, 2003 edition.

NFPA 1021, *Standard for Fire Officer Professional Qualifications*, 2003 edition.

NFPA 1051, *Standard for Wildland Fire Fighter Professional Qualifications*, 2002 edition.

NFPA 1500, *Standard on Fire Department Occupational Safety and Health Program*, 2007 edition.

NFPA 1561, *Standard on Emergency Services Incident Management System*, 2005 edition.

NFPA 1583, *Standard on Health-Related Fitness Programs for Fire Fighters*, 2000 edition.

NFPA 1584, *Recommended Practice on the Rehabilitation of Members Operating at Incident Scene Operations and Training Exercises*, 2003 edition.

D.1.2 Other Publications.

D.1.2.1 ANSI Publication. American National Standards Institute, Inc., 25 West 43rd Street, 4th Floor, New York, NY 10036.

ANSI S3.6, *Specification for Audiometers*, 1996.

D.1.2.2 U.S. Government Publications. U.S. Government Printing Office, Washington, DC 20402.

Title 21, Code of Federal Regulations, Part 801.420, "Hearing aid devices; professional and patient labeling," 1999.

Title 29, Code of Federal Regulations, Part 1630.2(n)(3), "Regulations to Implement the equal employment provisions of the Americans with Disabilities Act," 2003.

Title 29, Code of Federal Regulations, Part 1910.95, "Occupational noise exposure," 1996.

D.1.2.3 Additional Publications.

American Thoracic Society Guidelines Journal of Occupational and Environmental Medicine, 2000.

Fire Service Joint Labor-Management Wellness-Fitness Initiative, International Association of Fire Fighters, 1750 New York Avenue, NW, Washington, DC 20006/International Association of Fire Chiefs, 4025 Fair Ridge Drive, Suite 300, Fairfax, VA 22033, 1999.

Journal of the American College of Cardiology, October 1994.

D.2 Informational References. The following documents or portions thereof are listed here as informational resources only. They are not a part of the requirements of this document.

D.2.1 Testing Protocols.

American College of Sports Medicine. 1995. *Guidelines for Exercise Testing and Prescription.* Baltimore, MD: Williams & Wilkins.

Bilzon, J. F. J., E. G. Scarpello, D. V. Smith, N. A. Ravenhill, et al. 2001. "Characterization of the metabolic demands of simulated shipboard Royal Navy fire-fighting tasks." *Ergonomics* 44:766–780.

Gibbons, R. J., G. J. Balady, J. W. Beasley, et al. 1997. "ACC/AHA guidelines for exercise testing: a report of the American College of Cardiology/American Heart Association Task Force on Practice Guidelines (Committee on Exercise Testing)." *J Am Coll Cardiol* 30:260–311.

Gledhill, N, and V. K. Jamnik. 1992. "Characterization of the physical demands of firefighting." *Can J Sport Sci* 17:207–213.

Lemon, P. W., and R. T. Herniston. 1977. "The human energy cost of fire fighting." *J Occup Med* 19:558–562.

Malley, K. S., A. M. Goldstein, T. K. Aldrich, K. J. Kelly, M. Weiden, N. Coplan, M. L. Karwa, and D. J. Prezant. 1999. "Effects of fire fighting uniform (modern, modified modern and traditional) design changes on exercise duration in New York City firefighters." *Occup J. Med* 41:1104–1115.

Manning J. E., and T. R. Griggs. 1983. "Heart rate in fire fighters using light and heavy breathing equipment: simulated near maximal exertion in response to multiple work load conditions." *J Occup Med* 25:215–218.

O'Connell, E. R., P. C. Thomas, D. Lee, L. D. Cady, et al. 1986. "Energy costs of simulated stair climbing as a job-related task in fire fighting." *J Occup Med* 28:282–285.

Sothmann, M. S., K. Saupe, D. Jasenof, and J. Blaney. 1992. "Heart rate responses of firefighters to actual emergencies." *J Occup Med* 34:797–800.

U.S. Preventive Services Task Force. 1996. *Guide to Clinical Prevention Services*, 2nd edition. Baltimore, MD: Williams & Wilkins, 3–14.

D.2.1.1 Cancer Screening.

Smith R. A., C. J. Mettlin, K. J. Davis, and H. Eyre. 2000 "American Cancer Society guidelines for the early detection of cancer." *CA J Clin* 50(1):34–49.

D.2.1.2 Spinal Fusion and Its Impact on Adjacent Vertebral Level.

Eck, J. C., S. C. Humphreys, and S. D. Hodges. 1999. "Adjacent-segment degeneration after lumbar fusion: a review of clinical biomechanical and radiologic studies." *Am J Orthopedics* 1999; 28(6):336–340.

Lee, C. K. 1988. "Accelerated degeneration of the segment adjacent to a lumbar fusion." *Spine* 13(3):375–377.

D.2.2 Cardiology.

Alfred, E. N., E. R. Bleecker, B. R. Chaitman, T. E. Dahms, S. O. Gottlieb, J. D. Hackney, M. Pagano, R. H. Selvester, W. M. Walden, and J. Warren. 1989. "Short-term effects of carbon monoxide exposure on the exercise performance of subjects with coronary artery disease." *N Engl J Med* 321(21):1426–1432.

Gibbons, R. J., G.J. Balady, J. W. Beasley, et al. 1997. ACC/AHA guidelines for exercise testing; a report of American College of Cardiology/American Heart Association Task Force on Practice Guidelines (Committee on Exercise Testing). *J Am Coll Cardiol* 30:260–311.

Jouven, X., M. Zureik, M. Desmos, D. Courbon, and P. Ducimetiere. 2000. "Longterm outcome in asymptomatic men with exercise-induced premature ventricular depolarizations." *N Engl J Med* 343(12):826–833.

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D.2.3 Asthma and Chronic Obstructive Pulmonary Diseases.

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Postma, D. S., and H. A. Kerstjens. 1998. "Characteristics of airway hyperresponsiveness in asthma and chronic obstructive pulmonary diseases." *Am J Respir Crit Care Med* 158 (5 Pt. 2):S187–192.

Prezant, D. J., M. Weiden, G. I. Banauch, G. McGuinness, W. N. Rom, T. K. Aldrich, and K. J. Kelly. 2002. "Cough and bronchial responsiveness in firefighters at the World Trade Center site." *N Engl J Med* 347:806–815.

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Neurological system ..... 6.15, 7.6.1(11), 9.13, 9.17.6, A.6.1.1, A.6.15.1(4) to A.6.15.2(2), A.9.13
Nose ..... 6.7, 7.6.1(2), 9.12.6, A.6.1.1, A.6.7.1(1) to A.6.7.2(5), A.9.12.6.1
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-O-

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Oropharynx ..... 6.7, A.6.7.1(1) to A.6.7.2(5)
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Team operations ..... 5.1.1(13), 9.1.3(13), 9.2
Thoracic outlet syndrome 9.5.5
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Vascular system ..... 6.9.2, 6.22.2(1), 7.6.1(4), 9.4, 9.5, 9.13.7, A.6.1.1, A.6.9.2.1(1) to A.6.9.2.2(5), A.7.2.2(5), A.9.4, A.9.13.7.1
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-W-

Weight ..... 8.1.1, A.7.2.2(5), A.8.1.1
Wolff-Parkinson-White (WPW) Syndrome 9.4.16, A.9.4.16.1

RECEIVED
APR 02 2008
CITY MANAGER'S OFFICE

BIDDER'S LIST
PHYSICAL EXAMINATIONS FOR VOLUNTEER FIREFIGHTERS

Dr. Roberto Ruiz
815 S. Closner
Edinburg, Texas 78539

Gutierrez Medical Center
122 W. Champion
Edinburg, Texas 78539

Dr. Ricardo Barrera
210 S. Bryan Road, Suite #1
Mission, Texas 78572

Occupational & Industrial
Health Center
1106 W. Sam Houston
Pharr, Texas 78577

Edinburg Medical Center
1200 S. 10th Avenue
Edinburg, Texas 78539

CONSENT AGENDA.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 15, 2008

Consider Authorizing City Manager to enter into an Engineering Agreement Between the City of Edinburg and Golder Associates, Inc. to provide Environmental Engineering Services with Sampling, Analysis and Monitoring Services to the Edinburg Regional Sanitary Landfill Facility in accordance with the City's current operational permit obligations.

****

STAFF COMMENTS AND RECOMMENDATION:

Staff is requesting consideration towards authorizing the City Manager to enter into an engineering agreement with Golder Associates, Inc. for Edinburg's Regional Sanitary Landfill Facility. The agreement encompasses all services necessary for submittal to the Texas Commission on Environmental Quality for the Landfill's Detection Monitoring Program, as required by the Ground Water Sampling Analysis Plan (GWSAP), Landfill Gas Management Plan and Leachate and Contaminated Water Plan for Landfill Permit's #956B and #2302. The Landfills Detection Monitoring Program insures the integrity of the Ground Water & Gas Protection System on a quarterly and semi-annual basis; this provides assurances that the operation is compliant with safe operating standards insuring public health and safety. Staff foresees the importance of sustaining continuity in the understanding and application of operational requirements for continued landfill development. Golder Associates, Inc. of Houston, Texas, who is currently providing environmental engineering services to Edinburg's Regional Sanitary Landfill is being recommended for this project due to their familiarity with the operation and its permit requirements, with an amount not to exceed $ 55,000.

Staff has verified that no taxes are owed to the City and that funding is available in the Solid Waste Management 2007-2008 operating budget.

RECOMMENDATION:

Authorize City Manager to enter into an Engineering Agreement Between the City of Edinburg and Golder Associates, Inc. to provide Environmental Engineering Services with Sampling, Analysis and Monitoring Services to the Edinburg Regional Sanitary Landfill Facility in accordance with the City's current operational permit obligations, pending approval of final form by City Manager and City Attorney.

Juan Jose J.J. Rodriguez
City Manager

PREPARED BY:

Ramiro L. Gomez, Jr.
Director Solid Waste Management

****

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____

Agustin G. Garcia	Noe Garza, P.E.	Joe Ochoa	Gene Espinoza	Alma A. Garza
Councilmember	Councilmember	Mayor	Councilmember	Mayor Pro-Tem

Golder Associates Inc.
500 Century Plaza Drive, Suite 190
Houston, Texas 77073
Telephone (281) 821-6868
Fax (281) 281-6870

March 25, 2008

Our Ref.: P83-94221

City of Edinburg
1201 N. Doolittle Road
Edinburg, Texas 78540

Attn: Mr. Ramiro Gomez, Jr.
Director, Department of Solid Waste Management

RE: PROPOSAL FOR PROFESSIONAL SERVICES
2nd and 3rd QUARTER 2008 ENVIRONMENTAL MONITORING
EDINBURG REGIONAL LANDFILL AND TYPE IV LANDFILL
HIDALGO COUNTY, TEXAS

Dear Mr. Gomez:

This proposal and associated cost estimate is submitted in response to your verbal request for proposal for provide certain professional services at the Edinburg Regional Landfill and Type IV Landfill (MSW Permit Nos. 956-B and 2302, respectively). Attached, please find an outline of the scope of services to be performed as well as corresponding fee schedule and cost estimate.

Golder appreciates this opportunity to be of service to the City of Edinburg. If you have any questions or comments regarding this cost estimate, please contact the undersigned at (281) 821-6868.

Very truly yours,

GOLDER ASSOCIATES INC.

Mark E. Roth
Associate

Attachments: Exhibit A – Scope of Services
Table 1 – Unit Rates for Personnel
Table 2 – Cost Estimate

MER/JEP

STATE OF TEXAS	*	
COUNTY OF HIDALGO	*	**ENGINEERING AGREEMENT - ENVIRONMENTAL SAMPLING ANALYSIS AND MONITORING SERVICES FOR REGIONAL SANITARY**
CITY OF EDINBURG	*	**LANDFILL DEVELOPMENT**

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called City), and Golder Associates Inc. (hereinafter called Engineer), are the parties to this engineering agreement.

RECITALS

WHEREAS, the City of Edinburg has agreed to obtain Environmental Engineering Services for review of City Landfill Permit and recommendations toward City of Edinburg Regional Sanitary Landfill Development; and

WHEREAS, the Engineer is duly licensed and registered to practice Engineering in the State of Texas, has the professional knowledge and abilities to undertake the study, evaluation, analysis, design, and recommendations in a manner which shall provide the necessary public services while preserving and enhancing to the greatest degree possible the natural environment in the Project area; and

WHEREAS, the City desires to engage the Engineer to render general services in connection therewith:

NOW, THEREFORE, City and Engineer do mutually agree as follows:

SECTION I
EMPLOYMENT OF ENGINEER

City agrees to employ Engineer to furnish and provide the engineering services, as stated in the following sections. Upon receipt of such satisfactory services, City agrees to pay Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF ENGINEER

The Engineer shall, in the scope of his work, perform the Basic Services (herein called Project) as specifically identified in **Exhibit A**. Signatures by both parties on this Agreement shall be deemed authorization to proceed.

SECTION III
CITY'S RESPONSIBILITIES

City will facilitate Engineer's work by the following tasks:

1. Provide Engineer with full information as to requirements for each project.
2. Assist Engineer by providing all available information pertinent to each Project including previous reports and any other data related to the Project.

3. Furnish Engineer services or data outlined in Exhibit A, as required such as appropriate professional interpretations, utility surveys, zoning and deed restrictions; and other special data or consultations.

4. Facilitate access to and make provisions for Engineer to enter upon public and private property as required for Engineer to perform its services.

5. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.

6. Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any defect in the Services.

7. Direct Engineer, if necessary, to provide or to subcontract Additional Services by written authorization.

SECTION IV
RESPONSIBILITIES OF ENGINEER

A. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. If this Agreement involves environmental measures or data generation, the Engineer shall develop and implement a quality assurance program of policies, procedures, specifications, standards, and documentation which will produce data of quality adequate to meet each of the project objectives and will minimize loss of data. The Engineer shall keep the City informed of the performance of the Engineer's duties under this Agreement. The Engineer shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports or other services.

B. The Engineer shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable State or Federal requirements in effect on the date of execution.

C. The City's or State's review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the Engineer of responsibility for the technical adequacy of the work. Neither the City's nor State's review, approval or acceptance of, nor payment for any services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. The Engineer shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Engineer's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the City or City-furnished data. The Engineer shall not be responsible for any time-delays in any project caused by circumstances beyond the Engineer's control.

E. The Engineer's obligations under this clause are in addition to the Engineer's other express or implied assurances under this Agreement or state law and in no way diminish any other rights that the City may have against the Engineer for faulty materials, equipment, or work.

F. All drawings and plans become property of the City of Edinburg.

SECTION V
PAYMENT AND FEES

City agrees to pay engineer, for design, specifications, and services herein contracted for as follows:

A. Payment for basic services shall be on a reimbursement basis in accordance with **Exhibit B**, except that the total compensation to Engineer shall not exceed $55,000.00.

B. INVOICE - Invoice shall be completed in accordance with City regulations.

C. City will approve and inspect all work submitted and authorize all payments made under every project.

SECTION VI
TIME OF PERFORMANCE

Engineer contracts and agrees to provide services in accordance with **Exhibit A**, and as specified by the City. Work will continue until each project is declared technically complete by the City staff.

SECTION VII
PENALTY CLAUSE

Engineer contracts and agrees to complete the design and other related work in accordance with **Exhibit A**, after authorization to proceed, granted by this signed Agreement. A portion of the contract amount, not to exceed fifty (50) dollars per day will be deducted for each day the work is late. This amount will not exceed the remaining balance due. These penalty fees will be charged when the work is not completed on the stated time of performance. An exception to the foregoing is allowed as a result of delays caused by changes to the final design plans as requested by the City, or delays by regulatory agencies.

SECTION VIII
AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Engineer shall maintain books, records, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and applicable state and federal regulations in effect on the date of execution of this Agreement. The Engineer shall also maintain the financial information and data used by the Engineer in the preparation of support the cost submission required under applicable state and federal regulations in effect on the date of execution. The State and the

City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Engineer will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Engineer during performance of services under this Agreement and for three (3) years from the date of final state assistance payment to the Engineer for the project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Engineer until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or
2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. if the Agreement is terminated for default or for convenience.

SECTION IX
TERM OF AGREEMENT

The term of this Agreement shall be from the day of agreement signatures and shall continue until the completion of each Project.

SECTION X
TERMINATION

A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days written notice, upon payment to Engineer for services rendered and obligations incurred to date, according to this contract.

B. Engineer will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this Agreement, whether completed or in process.

C. Upon termination under paragraph A above, the City may take over the work and may

award another party an Agreement to complete the work under this Agreement.

SECTION XI
ADMINISTRATION, CONTRACTUAL OR LEGAL REMEDIES FOR VIOLATION OR BREACH

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the City and Engineer arising out of or relating to this Agreement or breach of, will be decided by arbitration.

SECTION XII
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Engineer shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement.

A.	Workers Compensation- In accordance with the State statute		
B.	Comprehensive General Liability -		
	Bodily injury		$ 250,000 each person $ 500,000 each occurrence
	Property damage		$ 100,000 each occurrence $ 100,000 aggregate
		Or	$ 500,000 combined single limits
C.	Comprehensive Auto Liability -		
	Bodily injury		$ 100,000 each person $ 500,000 each occurrence
	Property damage		$ 100,000 each occurrence $ 100,000 aggregate
		Or	$ 500,000 combined single limits
D.	City's Protective Liability		
	Bodily injury		$ 250,000 each person $ 500,000 each occurrence
	Property damage		$ 100,000 each occurrence $ 100,000 aggregate
		Or	$ 500,000 combined single limits

E. Professional Errors and Omissions Policy $500,000.

Evidence of the above insurance coverage shall be required prior to final execution of the agreement.

SECTION XIII
DISPUTE RESOLUTION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation, and if all else fails, by binding arbitration. In that event, the parties shall submit the dispute or controversy to the American Arbitration Association, utilizing its procedures and rules to effectuate a final disposition of the dispute or controversy.

SECTION XIV
COMPLIANCE STANDARDS

The Engineer agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Engineer also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
2. Section 109 of the Housing and Community Development Act of 1974 – Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
4. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
5. Executive Order 11246 (paragraph a - c for contracts under $10,000; paragraphs a - g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to

ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment 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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION XV
DEBARMENT PROHIBITION

The Engineer agrees, that at the time of execution of this Agreement that neither the Engineer nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XVI
INDEMNIFICATION

A. Engineer agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorneys fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent operation of the Engineer, its agents, officers and employees, carried out in furtherance of this agreement.

B. Engineer agrees to assist City in defense of claims or litigation brought against the City related to each project.

SECTION XVII
CHANGES

A. The City may, at any time, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Engineer's cost or time required to perform any services under this Agreement, whether or not changed by any order, the City shall make an equitable adjustment and modify this Agreement in writing. The Engineer must assert any claim for adjustment under this clause in writing within thirty (30) days from the date it receives the City's notification of change, unless the City grants additional time before the date of final payment.

B. No services for which the Engineer will charge an additional compensation shall be furnished without the written authorization of the City.

SECTION XVIII
SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION XIX
ATTORNEY'S FEES

If any dispute or controversy arises from this Agreement and results in arbitration, then the attorney fees incurred shall be paid by the unsuccessful party to the prevailing party. If any party attempts to resolve any dispute or controversy by filing suit in state or federal court, such party shall bear all costs of such litigation and attorney fees for both parties.

SECTION XX
VENUE AND LAW

This Agreement involves public services located in Hidalgo County, Texas, and is to be performed in Hidalgo County, Texas. The law of the State of Texas shall control all legal issues, disputes, claims or controversies.

SECTION XXI
NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses, as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XXII
SUCCESSORS AND ASSIGNS

City and Engineer each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

EXECUTED by the parties in duplicate originals on this the _____ day of _____, 2008.

CITY OF EDINBURG

BY:_____
J.J. Rodriguez- City Manager
210 W. McIntyre Street
Edinburg, Texas 78539

ATTEST:

By:_____
Myra L. Ayala-Garza, City Secretary

APPROVED AS TO FORM:

BY:_____
Ricardo Gonzalez, Interim City Attorney

GOLDER ASSOCIATES INC.

BY:_____
Charlie Dominguez, Associate

SCOPE OF SERVICES
EXHIBIT A

Golder Associates Inc. (Golder) is pleased to submit the following proposal to provide Professional Services at the City of Edinburg Type I Municipal Solid Waste Landfill (TCEQ Permit No. 956-B) and Type IV Landfill (TCEQ Permit No. 2302). The price quoted includes all labor, materials, equipment and personnel to successfully complete each task. Fees for the described services will be billed in accordance with the Fee Schedule in Table 1, with an estimated cost of **$55,000.** Table 2 presents a summary of the project costs. A detailed description of the work tasks to be provided is as follows:

SIX MONTH ENVIRONMENTAL MONITORING PROGRAM

TASK 1 – PROJECT MANAGEMENT

This task includes data review, progress reporting and client meetings by Golder personnel including applicable expenses.

TASK 2 – SAMPLING AND TESTING

This task includes applicable expenses and time for personnel to travel to the sites, collection of samples and testing of groundwater samples by Analysis, Inc. as follows:

- One detection sampling event at ten (10) of the Type I (Permit 956B) groundwater monitoring wells.
- One verification sampling event, if required by TCEQ, at the Type I landfill.
- Annual sampling event at six (6) of the Type IV (Permit 2302) groundwater monitoring wells.
- Sampling and analysis of nine (9) leachate sumps at the Type I landfill (Permit 956B) in the 2nd quarter of 2008.
- Methane monitoring (2 quarterly monitoring events of Type I and Type IV landfill gas probes).
- Monthly monitoring (6 months) of the gas extraction wells.
- Two landfill cover gas monitoring events.

Groundwater sample collection and testing will be conducted in accordance with the each of the landfill's Groundwater Sampling and Analysis Plans. Methane monitoring will be conducted in accordance with each of the landfill's Landfill Gas Management Plans. It assumes that purged groundwater can be handled on-site per the Site Development Plan of each landfill.

TASK 3 – GROUNDWATER EVENT MONITORING REPORTS

This task includes preparing the groundwater monitoring reports including statistical analysis (if required), completing TCEQ forms, and submitting the report to the TCEQ within the specified time period required by TCEQ rules.

DELIVERABLES

The work products produced during this project will include a summary of all testing results and two (2) groundwater monitoring reports submitted to the TCEQ. Letter reports documenting the results of the methane monitoring events will be submitted to the City of Edinburg.

TABLE 1
UNIT RATES FOR PERSONNEL
CITY OF EDINBURG, TEXAS
SOLID WASTE ENGINEERING AND SUPPORT SERVICES

TITLE		RATE
LV7	Practice/Program Leader	$170.00
LV6	Senior Consultant	$150.00
LV5	Senior Engineer / Scientist	$135.00
LV4	Senior Project Engineer / Scientist	$115.00
LV3	Project Engineer / Scientist	$90.00
LV2	Staff Engineer / Scientist	$75.00
LV1	Engineer / Scientist	$65.00
LD3	Senior Draftsperson	$75.00
LD2	Staff Draftsperson	$70.00
LD1	Draftsperson	$65.00
LT3	Senior Technician	$75.00
LT2	Staff Technician	$60.00
LT1	Technician	$50.00
LA3	Senior Admin Support	$50.00
LA2	Staff Admin Support	$45.00
LA1	Admin Support	$40.00
DIRECT COSTS		
Mileage (personal vehicle)		$0.505
Subcontractor Services		Cost + 10%
Reimbursable Expenses		Cost + 10%

The above rates include all employees' wages, payroll burdens, overhead and profit. The Client is charged for time actually spent on the project. Project timesheets are available for inspection at any reasonable time. Non-project stenographic, general clerical and accounting work, general office expense and general administrative costs are included in overhead. These costs are not billed separately.

TABLE 2
2008 ENVIRONMENTAL SAMPLING EVENTS (2nd and 3rd quarters)
EDINBURG REGIONAL LANDFILL AND TYPE IV LANDFILL

Task	Description	Unit	Quantity	Unit Price	Total Price
Project Coordination/Management					
1	Personnel	hr	14	$150.00	$2,100.00
	TASK 1 Sub Total				**$2,100.00**
SIX MONITORING EVENTS					
2	Communications	LS	3	$50.00	$150.00
	Misc. Supplies	LS	1	$50.00	$50.00
1) 2nd QRT 2008: Groundwater monitoring (10 Type I wells, 6 Type IV wells), leachate sampling, Gas Monitoring at Type I and Type IV gas probes, Gas extraction well monitoring and cover monitoring. 2 man crew, 4 days					
	Air Fare 2 persons	Each	2	$380.00	$760.00
	Personnel (two man crew)	hr	40	$170.00	$6,800.00
	Vehicle Rental	day	4	$75.00	$300.00
	Per Diem (two men)	day	4	$200.00	$800.00
	Equipment Rental	day	4	$250.00	$1,000.00
	Gas Equipment Rental	day	1	$100.00	$100.00
	Misc. Supplies (gloves, tubing, etc.)	LS	1	$200.00	$200.00
	Filters (Type 1 wells only)	each	10	$18.00	$180.00
	Equipment Shipping	each	4	$100.00	$400.00
	2nd QTR 2008 Lab Analysis (leachate)	LS	1	$2,500.00	$2,500.00
	Annual 2008 Lab Analysis (Type IV 6 wells)	LS	1	$5,000.00	$5,000.00
	2nd QTR 2008 Lab Analysis (Type I 10 wells)	LS	1	$8,700.00	$8,700.00
2) Verification Groundwater Sampling Event, Type I, Gas extraction well monitoring 2 man crew, 2 days					
	Air Fare 2 persons	Each	2	$380.00	$760.00
	Personnel (two man crew)	hr	20	$170.00	$3,400.00
	Vehicle Rental	day	2	$75.00	$150.00
	Per Diem (two men)	day	2	$200.00	$400.00
	Equipment Rental	day	2	$250.00	$500.00
	Gas Equipment Rental	day	1	$100.00	$100.00
	Misc. Supplies (gloves, tubing, etc.)	LS	2	$200.00	$400.00
	Filters (Type 1 wells only)	each	10	$18.00	$180.00
	Equipment Shipping	each	4	$100.00	$400.00
	Verification Lab Analysis (Type I wells)	LS	1	$3,500.00	$3,500.00
3) 3rd QRT 2008: Gas Monitoring at Type I and Type IV gas probes, Gas extraction well monitoring and cover monitoring. 1 man crew, 2 days.					
	Air Fare	Each	1	$380.00	$380.00
	Personnel (one man crew)	hr	20	$80.00	$1,600.00
	Vehicle Rental	day	2	$75.00	$150.00
	Per Diem (one man crew)	day	2	$100.00	$200.00
	Gas Equipment Rental	day	2	$100.00	$200.00
	Equipment Shipping	each	2	$100.00	$200.00
4, 5, 6) 3 monthly gas extratction well monitoring. 1 man crew, 1 day per event.					
	Air Fare	Each	3	$380.00	$1,140.00
	Personnel (gas extraction well monitoring) 10hr/event	hr	30	$80.00	$2,400.00
	Vehicle Rental	day	3	$75.00	$225.00
	Per Diem (meals only)	day	3	$25.00	$75.00
	Gas Equipment Rental 1day/event	day	3	$100.00	$300.00
	Equipment Shipping	each	3	$100.00	$300.00
	TASK 2 Sub Total				**$43,900.00**
Reports					
3	Groundwater Data Report Type I	LS	2	$2,500.00	$5,000.00
	Groundwater Data Report Type IV	LS	1	$2,500.00	$2,500.00
	Gas Probe Data Report Type I	LS	2	$300.00	$600.00
	Gas Probe Data Report Type IV	LS	2	$300.00	$600.00
	Leachate Data Report	LS	1	$300.00	$300.00
	TASK 3 Sub Total				**$9,000.00**
	TOTAL				**$55,000.00**

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 15, 2008

Consider Resolution of the City Council of the City of Edinburg, Texas Endorsing the U.S. Conference of Mayors Climate Protection Agreement.

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STAFF COMMENTS AND RECOMMENDATIONS:

At the regularly scheduled City Council meeting held April 1, 2008, Mayor Joe Ochoa recommended it would be beneficial if the city would become one of the first cities in the Valley to work towards implementing the "Cool Cities" program that is recommended by the U.S. Conference of Mayors.

The U.S. Conference of Mayors has previously adopted strong policy resolutions calling for cities, communities and the federal government to take actions to reduce global warming pollution.

The Inter-Governmental Panel on Climate Change (IPCC), the international community's most respected assemblage of scientists, has found that climate disruption is a reality and that human activities are largely responsible for increasing concentrations of global warming pollution.

The resolution presented is based on the Climate Protection Agreement stating the City of Edinburg will progressively make every attempt to comply with the efforts towards climate protection and the Cool Climate program.

RECOMMENDATION:

Approve Resolution of the City Council of the City of Edinburg, Texas Endorsing the U.S. Conference of Mayors Climate Protection Agreement.

Juan Jose "J.J." Rodriguez, City Manager

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RECORD OF VOTE:

APPROVED: _____
DISAPPROVED: _____
TABLED: _____
NO ACTION: _____

Agustin G. Garcia	Noe Garza, P.E.	Joe Ochoa	Gene Espinoza	Alma A. Garza
Councilmember	Councilmember	Mayor	Councilmember	Mayor Pro Tem

RESOLUTION NO. _____

STATE OF TEXAS	*	**ENDORSING THE U.S. CONFERENCE**
COUNTY OF HIDALGO	*	**OF MAYORS CLIMATE PROTECTION**
CITY OF EDINBURG	*	**AGREEMENT**

WHEREAS, the U.S. Conference of Mayors has previously adopted strong policy resolutions calling for cities, communities and the federal government to take actions to reduce global warming pollution; and

WHEREAS, the Inter-Governmental Panel on Climate Change (IPCC), the international community's most respected assemblage of scientists, has found that climate disruption is a reality and that human activities are largely responsible for increasing concentrations of global warming pollution; and

WHEREAS, recent, well-documented impacts of climate disruption include average global sea level increases of four to eight inches during the 20th century; a 40 percent decline in Arctic sea-ice thickness; and nine of the ten hottest years on record occurring in the past decade; and

WHEREAS, climate disruption of the magnitude now predicted by the scientific community will cause extremely costly disruption of human and natural systems throughout the world including: increased risk of floods or droughts; sea-level rises that interact with coastal storms to erode beaches, inundate land, and damage structures; more frequent and extreme heat waves; more frequent and greater concentrations of smog; and

WHEREAS, on February 16, 2005, the Kyoto Protocol, an international agreement to address climate disruption, went into effect in the 141 countries that have ratified it to date; 38 of those countries are now legally required to reduce greenhouse gas emissions on average 5.2 percent below 1990 levels by 2012; and

WHEREAS, the United States of America, with less than five percent of the world's population, is responsible for producing approximately 25 percent of the world's global warming pollutants; and

WHEREAS, the Kyoto Protocol emissions reduction target for the U.S. would have been 7 percent below 1990 levels by 2012; and

WHEREAS, many leading U.S. companies that have adopted greenhouse gas reduction programs to demonstrate corporate social responsibility have also publicly expressed preference for the U.S. to adopt precise and mandatory emissions targets and timetables as a means by which to remain competitive in the international

marketplace, to mitigate financial risk and to promote sound investment decisions; and

WHEREAS, state and local governments throughout the United States are adopting emission reduction targets and programs and that this leadership is bipartisan, coming from Republican and Democratic governors and mayors alike; and

WHEREAS, many cities throughout the nation, both large and small, are reducing global warming pollutants through programs that provide economic and quality of life benefits such as reduced energy bills, green space preservation, air quality improvements, reduced traffic congestion, improved transportation choices, and economic development and job creation through energy conservation and new energy technologies; and

WHEREAS, mayors from around the nation have signed the U.S. Mayors Climate Protection Agreement which, as amended at the 73rd Annual U.S. Conference of Mayors meeting, reads:

The U.S. Mayors Climate Protection Agreement

A. We urge the federal government and state governments to enact policies and programs to meet or beat the target of reducing global warming pollution levels to 7 percent below 1990 levels by 2012, including efforts to: reduce the United States' dependence on fossil fuels and accelerate the development of clean, economical energy resources and fuel-efficient technologies such as conservation, methane recovery for energy generation, waste to energy, wind and solar energy, fuel cells, efficient motor vehicles, and biofuels;

B. We urge the U.S. Congress to pass bipartisan greenhouse gas reduction legislation that includes 1) clear timetables and emissions limits and 2) a flexible, market-based system of tradable allowances among emitting industries; and

C. We will strive to meet or exceed Kyoto Protocol targets for reducing global warming pollution by taking actions in our own operations and communities such as:
   1. Make an effort to inventory global warming emissions in City operations and in the community, set reduction targets and create an action plan.

   2. Phase in and enforce land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities;

   3. Promote transportation options such as bicycle trails, commute trip reduction programs, incentives for car pooling and public transit;

   4. Increase the use of clean, alternative energy by, for example, investing in "green tags", advocating for the development of renewable energy resources, recovering landfill methane for energy production, and supporting the use of

waste to energy technology;

5. Evolve into making energy efficiency a priority through building code improvements, retrofitting city facilities with energy efficient lighting and urging employees to conserve energy and save money;

6. Implement an Appliance Replacement Program by purchasing only Energy Star equipment and appliances for City use;

7. Phase in and promote sustainable building practices using the U.S. Green Building Council's LEED program or a similar system;

8. Promote and phase in the increase of average fuel efficiency of municipal fleet vehicles; reduce the number of vehicles; launch an employee education program including anti-idling messages; convert diesel vehicles to bio-diesel;

9. Evaluate opportunities to increase pump efficiency in water and wastewater systems; recover wastewater treatment methane for energy production;

10. Continue to increase recycling rates in City operations and in the community;

11. Continue to maintain healthy urban forests; promote tree planting to increase shading and to absorb C02; and

12. Utilize cable television Channel 12 to help educate the public, schools, other jurisdictions, professional associations, business and industry about reducing global warming pollution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS THAT:

The City Council of the City of Edinburg, Texas, endorses the U.S. Mayors Climate Protection Agreement as amended by the 73rd annual U.S. Conference of Mayors meeting and urges mayors from around the nation to join this effort.

BE IT FURTHER RESOLVED, The City of Edinburg, Texas, will work in conjunction with ICLEI Local Governments for Sustainability and other appropriate organizations to track progress and implementation of the U.S. Mayors Climate Protection Agreement as amended by the 73rd annual U.S. Conference of Mayors meeting.

READ, CONSIDERED, PASSED AND APPROVED this 15th day of April 2008, at a Regular Meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041.

CITY OF EDINBURG

BY: _____
Joe Ochoa, Mayor

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

BY:_____
Ricardo Gonzalez, Interim City Attorney

EXECUTIVE SESSION.