From:	Stephen L. Crain
To:	"Monica Badillo"
Subject:	Cantu Earnest Money Contract and Lease
Date:	Thursday, September 06, 2012 2:15:59 PM
Attachments:	PDF Final Exhibit B EMK with Exhibit A for Lease.pdf PDF Final Lease with Exhibit A.pdf

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Good afternoon Monica,

As per Mr. Crain, he is requesting the attached documents in connection to Judge Cantu sale to County to be placed on the Agenda.
Should you have questions, please call our office.

Thanks,
Marynel

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
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AI-34100 **Comm. Court Executive Office 5. C.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Requesting exemption from competitive requirements under Texas Local Government Code Section 262.024 (A)(6) any land;
2. Approval of Lease between Rolando Cantu and wife, Laura E. Cantu and the County of Hidalgo

BACKGROUND

Attachments

lease

earnest money contract

legal approval

LEGAL SIGN

Exhibit A-1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/06/2012 03:05 PM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Monica Badillo Started On: 09/06/2012 02:36 PM

Final Approval Date: 09/07/2012

THE STATE OF TEXAS §

COUNTY OF HIDALGO § **LEASE**

THIS LEASE is made and entered into by and between Rolando Cantu, and wife Laura E. Cantu, referred to in this Lease as "Lessor", and **COUNTY OF HIDALGO**, referred to in this Lease as "Lessee."

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain premises described on Exhibit A attached hereto certain office furniture described on Exhibit A-1 attached hereto and all parking spaces located on that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for one (1) year term commencing on September 24, 2012 (the "Commencement Date") and terminating on September 23, 2013, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than three (3) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to two (2) months from the date of such sale.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause on or after December 31, 2012 upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.4. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to the sum of Five Thousand and no/100ths ($5,000.00) Dollars per month (the "Base

Rent"). Lessee agrees to pay as additional rent (against receipt of copy of a utility bill until such time as Lessee is successful in having utility providers bill Lessee directly) with a copy of billing from the utility providing services for the use and occupancy of the Leased Premises during the Term of this Lease Agreement all utilities that become due for use of the Leased Premises including but not limited to water and sewage and electricity. Additionally, Lessee agrees to pay as additional rent $2,274.40 per month for ad valorem taxes and $ _____ per month for casualty insurance for the term hereof. In the event the Commencement Date is a day other than first day of the month, the rent and additional rental for the period from the Commencement Date to the last day of the month shall be prorated by dividing the monthly rental and additional rent by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at the address of Lessor specified in Article 15.1 or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.4 Lessor shall pay all taxes, special assessments, and government charges of every character imposed during the Term of this Lease Agreement upon the Leased

Premises. Lessee waives all rights to protest the appraised value of the Leased Premises or to appeal the same and all rights to receive notices of reappraisal as set forth in sections 41.413 and 42.015 of the Texas Tax Code. If there is presently in effect or hereafter adopted any nature of sales tax or use tax or other tax on rents or other sums received by Lessor under this Lease Agreement (herein referred to as "Rent Sales Tax"), then in addition to all rent and other payments to be made by Lessee as provided above, Lessee will also pay Lessor a sum equal to the amount of such Rent Sales Tax. The term "Rent Sales Tax" shall not include any income taxes applicable to Lessor.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service and routine minor repairs (minor repairs as used herein shall be repairs less than $200.00 per month) for plumbing, electrical and HVAC repair. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents,

licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems (HVAC) and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors. Lessee acknowledges that Lessor has disclosed the existence of the condition of the roof and potential for leaks during severe weather conditions. In the event of the occurrence of such leaks, Lessor will take such action as may be necessary in order to repair or remediate the roof to the extent necessary to prevent further leakage.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot

and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintenance).

(9) Parking Lot (including painting, striping, paving, etc.).

Lessee's Right to Repair for Lessor or Vacate

4.4 If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease. For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall reimburse Lessor in accordance with the provisions of Article 2.1 the utility charges specified in Article 2.1 (following presentment by Lessor of the utility's

charges for each such month during the Term hereof) including but not limited to, electricity and water, used in and about the Leased Premises during the term of the Lease.

ARTICLE 6. LESSOR'S RENOVATIONS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of

the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY
Property Insurance

9.1 At all times during the Term of the Lease Agreement, Lessee shall keep the Leased Premises insured against loss or damage by fire, vandalism and malicious mischief, with extended coverage endorsement or its equivalent with an insurer acceptable to Lessor Such property insurance shall be in amounts not less than one hundred percent (100%) of the full replacement value of the Leased Premises, which may be provided under a blanket policy. Such policy or policies of insurance shall name both Lessor and Lessee as a named insured and all proceeds payable thereunder shall be paid to Lessor and held by Lessor in trust, and shall be made available for reconstruction on repair, as the case may be, of any damage to or destructions of the Leased Premises, or any portion thereof, and shall be paid out by Lessor from time-to time subject to the provisions hereof for the reasonable cost of such reconstruction or repair. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Leased Premises (or in the event neither Lessor nor Lessee is required or elects to repair or restore, all such insurance proceeds) shall be retained by Lessee free and clear upon completion of any such repair and restoration.

All salvage resulting from any risk covered by such insurance shall belong to Lessor except that any salvage relating to Lessee's personal property shall belong to Lessee.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Two Million Dollars and no one hundredths ($2,000,000.00), naming Lessor as additional insured. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor and Lessee shall furnish the other with the copies of all insurance policies required by this Article. If either Lessee or Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor or Lessee allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor or Lessee fails to deliver proof of insurance showing coverages to the other prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of the non furnishing party under this Lease; the other party may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with the non furnishing party's obligations under the provisions of this Article. The non furnishing party agrees to reimburse the other party all amounts spent by the party to procure and maintain such insurance within fifteen (15) days after demand from the party. Failure to pay such amount when due shall be a default of the non furnishing party under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES
Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's to the extent of insurance proceeds received by Lessor to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final three (3) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. On or after the date of the occurrence of the damage, Lessee may at its option terminate this

Lease by written notification at such time to Lessor, whereon all rights and obligations of Lessee hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's

notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may within sixty (60) days vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease. Notwithstanding any term to the contrary contained in this lease, Lessor's liability to Lessee for all claims, demands, or causes of action under this lease shall extend only to the property constituting the Leased Premises and no further. Lessee shall have no recourse on any other property or assets of Lessor for any such claims, demands, or causes of action.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the

Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. OPTION TO PURCHASE

14.1 Provided Lessee is not in default under any provisions of this lease agreement, Lessee shall have the option to purchase the property by executing the Earnest Money Contract, attached hereto as Exhibit B (the "Earnest Money Contract") and delivering same to Lessor. All Base Rent paid under this Lease by Lessee through the date of closing (as defined in the Earnest Money Contract a copy of which is attached hereto as Exhibit B), if any, in accordance with this Lease shall be credited toward, the Purchase Price (as defined in such Earnest Money Contract).

ARTICLE 15. MISCELLANEOUS
Notices and Addresses

15.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Rolando Cantu
Laura E. Cantu
505 Shasta
McAllen, Texas 78504

Lessee:
County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

15.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

15.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

15.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this

Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

15.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

15.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

15.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

15.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the attorneys' fees as may be awarded by a court of competent jurisdiction and costs incurred to enforce the Lease.

Force Majeure

15.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

15.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

15.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

15.12 Time is of the essence of this Lease Agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____2012.

LESSEE:

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

LESSOR:

_____
Rolando Cantu

_____
Laura E. Cantu

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:_____
Stephen L. Crain

EXHIBIT A

Approximately 4200 square feet as shown on Exhibit -1 attached hereto of the Building located on the real property described as:

All of Lot 1 Ebony Plaza Subdivision an addition to the City of McAllen, Hidalgo County, Texas according to the map recorded in Volume 45, Page 76 Map Records in the Office of the County Clerk of Hidalgo County, Texas reference to which is here made for all purposes.

EXHIBIT B

EARNEST MONEY CONTRACT

Seller:	Rolando Cantu & wife Laura E. Cantu 505 Shasta McAllen, Texas 78504
Purchaser:	County of Hidalgo, Texas
Escrow Agent:	Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539
Title Company:	Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I
THE PROPERTY

The property is that certain tract of real property, save and except all minerals, located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A", attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II
PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of One Million One Hundred Thousand and no/ 100ths dollars ($1,100,000.00), payable in cash at Closing. All Base Rent (as defined in that certain lease by and between Roland Cantu and wife Laura Cantu as Lessor and the County of Hidalgo as lessee dated _____) shall be credited against the Purchase Price.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent the sum of Five Thousand and no/100ths dollars ($5,000.00) as Earnest Money to bind this sale. The Earnest Money shall be deposited with the Escrow Agent in an interest bearing account until the date of Closing, at which time it and the interest earned thereon shall be returned to Purchaser provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser as follows, with respect to the Property:

A. Seller has full requisite power and authority to perform all of its obligations under this Contract.

B. There are no pending condemnation proceedings or special assessments of any nature affecting any part of the Property, and Seller has received no notice that any such proceedings or assessments are contemplated.

C. Seller has received no notice of any action, claim, suit, proceeding or investigation, pending or threatened against Seller affecting any portion of the Property.

D. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

E. Seller has paid all Federal, State and local taxes and other governmental charges that have been assessed against Seller or the Property.

F. Seller has disclosed to Purchaser all known environmental conditions affecting the Property.

G. Seller will permit the Purchaser and its environmental consultants to enter upon the Property during normal business hours to conduct environmental study(s) and assessments to determine the environmental condition of the Property.

H. Seller will permit Purchaser and its environmental consultant(s) to have access to books and records of the Seller, if any, relating to the environmental condition of the Property.

I. There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

J. Seller shall immediately notify Purchaser of any material change in respect of the Property or any information heretofore or hereafter furnished to Purchaser in respect of the Property.

3.2 This Contract is contingent upon and subject to the conditions that, as of the date

of Closing there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by Seller in this Contract. If, prior to Closing, Purchaser discovers that one or more of the representations of Seller herein are materially untrue or inaccurate, or if any part or all of the Property fails to pass any inspection of any governmental entity, Purchaser shall have the option of (i) terminating this Contract and receiving the Earnest Money, or (ii) waiving all or a part of the conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Contract.

3.3 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

ARTICLE V
TITLE

5.1 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner Policy of Title Insurance guaranteeing Purchaser's title to the Property to be good and indefeasible.

5.2 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole cost and expense, cause to be delivered to Purchaser all restrictions proposed by Seller to be placed on the Property. Should Purchaser object to such restrictions Purchaser may terminate this Contract, receive back the Earnest Money and be released of all further liability under this Contract.

5.3 Purchaser shall have a period of ten (10) business days following the later of the date of receipt of the Title Binder or the date of restrictions described in Article 4.2 to give Seller written notice of any title exceptions or restrictions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall use Seller's best efforts to cure such objections, but shall not be obligated to institute litigation for such purpose. If Purchaser gives notice of title objections or delete the restrictions and Seller does not cure the objections within fifteen (15) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) Terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) Waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances.

5.4 All title exceptions not objected to or objected to and later waived shall be

deemed to be Permitted Encumbrances.

ARTICLE VI
CLOSING

6.1 Closing shall be held within sixty (60) days following the execution date of this Contract at the offices Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539 at the time as may be agreed upon by the parties.

6.2 At the Closing Seller shall deliver to Purchaser the following:

A. A General Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Section 4.3, above.

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the purchase price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances. The standard survey exception shall be deleted except as to shortages in area.

C. Tax Certificates from all taxing authorities showing no delinquent taxes against the Property.

D. Possession of the Property.

6.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price.

ARTICLE VII
ADJUSTMENTS AND EXPENSES

7.1 Real estate taxes for the year of Closing are to be adjusted and prorated as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall pay any and all rollback taxes resulting from a change of use by Purchaser following date of Closing.

7.2 Purchaser shall pay costs of recording instruments presented by the Seller, and its own attorney's fees. All other costs of the Owner Policy of Title Insurance and Seller's attorney fees shall be paid by Seller.

ARTICLE VIII
DEFAULT

If Purchaser fails to comply with the obligations as set out in this Agreement, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract or enforce specific performance.

ARTICLE IX
ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

ARTICLE X
CONDEMNATION

10.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

10.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

ARTICLE XI
LIENS AND TAXES

11.1 The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing. Purchaser, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction

of any such liens or encumbrances.

11.2 Unpaid franchise tax of any corporation in the chain of title or unpaid federal or state inheritance tax which is a lien against the Property shall be no objection to title, provided Seller at Closing agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

ARTICLE XII
ASSIGNMENT

This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XIII
SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XIV
MISCELLANEOUS

14.1 Time shall be of the essence of this Contract.

14.2 This Contract and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

14.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

14.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

14.5 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

14.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received,

when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

14.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

14.8 Seller agrees to indemnify and hold harmless Purchaser from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the sale of the Property.

14.9 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

14.10 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

14.11 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

14.12 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article IX. At Closing, Earnest Money plus interest accrued thereon shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

14.13 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal

Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

14.14 If Seller has not executed and delivered this Earnest Money Contract to Purchaser on or before _____, 2012, Purchaser's offer to purchase the Property shall automatically terminate and this Earnest Money Contract shall be of no further force and effect.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

The date of this Contract is the _____ day of _____, 2012.

SELLERS:

_____
Rolando Cantu

_____
Laura E. Cantu

PURCHASER:

County of Hidalgo, Texas

By: _____
Ramon Garcia Hidalgo County Judge

ATTEST:

_____
Arturo Guarjardo, Jr., Hidalgo County Clerk

Receipt of a fully executed Contract and $5,000.00 earnest money in the form of a check are hereby acknowledged this ____ day of _____, 2012 at _____, _____.M.

Escrow Agent:
Valley Land Title

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:
David Ewers
Attorney at Law
323 Nolana Loop
McAllen, Texas 78504

BUYER'S ATTORNEY:

ATLAS, HALL & RODRIGUEZ, LLP
Attn: Stephen L. Crain
818 Pecan Blvd.
McAllen, Texas 78501
(956) 682-5501 Telephone
(956) 686-6109 Facsimile

EXHIBIT "A"

All of Lot 1 Ebony Plaza Subdivision an addition to the City of McAllen, Hidalgo County, Texas according to the map recorded in Volume 45, Page 76 Map Records in the Office of the County Clerk of Hidalgo County, Texas reference to which is here made for all purposes.

LESSEE:

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

LESSOR:

_____
Rolando Cantu

_____
Laura E. Cantu

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Furniture Inventory

Lobby
Couch & Love Seat

Conference Room (North)
Granite Conference Table
6 Leather Conf. Chairs
4 Arm Chairs

Office # 1 (North side)
1 Arm Chair

Office # 2 (North side)
1 Executive Desk
3 Arm Chairs
1 Executive Chair
1 Computer Desk

Large Office
Nothing

Middle Office # 1
1 Desk
2 Arm Chairs
1 Computer Desk
1 Desk Chair

Middle Office # 2
1 Executive Desk
2 Arm Chairs
1 Small Credenza
3 Book Shelves

Storage Room
Nothing

Kitchen
Dining Table w/4 chairs



Equipment Room
Misc. Equipment

South Office
Nothing

South Conference Room
1 Granite Conf. Table
6 Conf. Chairs

AI-33786 **Comm. Court Executive Office 5. D.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services:
Approval for travel for employee # 137782 and #058726 to attend the Texas Indigent Health Care Association (TIHCA) Conference October 2-4, 2012, Austin, Texas.

BACKGROUND

Attachments

tihca

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/17/2012 11:39 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Dairen Sarmiento Started On: 08/17/2012 11:00 AM

Final Approval Date: 09/07/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 08/13/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 2

DEPARTMENT NAME: Health and Human Services

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Dairen Sarmiento, Director; Maria de Lourdes Acevedo, Coordinator

EVENT INFORMATION

TITLE OF EVENT:	TIHCA 2012 Conference		
EVENT DATE(S) FROM:	10/02/12	TO:	10/04/12
DEPARTURE DATE:	10/02/12	RETURN DATE:	10/04/12
LOCATION OF EVENT: CITY:	Austin	STATE:	TX

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

_____ To obtain statutorily required continuing professional education.

_____ To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

x To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

_____ To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

The employees will be able to acquire knowledge about county indigent programs throughout the State in order to provide more efficient and effective assistance to the citizens of Hidalgo County.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 210.00	
Subtotal for Object Code 584	$ 210.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 621.00	
11. MEALS	$ 234.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 855.00	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 1,065.00	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	x
Private Vehicle**	
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

x Trip expenses are necessary and will be incurred for official county business.

x Reasonable efforts to minimize the use of county funds have been explored.

x Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
		Dairen Sarmiento	318-201

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

TIHCA

www.tihca.org

Texas Indigent Health Care Association

We are headed back to Austin!

Announcing the 2012 TIHCA Conference.

Mark your calendars for October 2-4, 2012!

Omni Southpark Hotel

4140 Governors Row

Austin, TX

The 2011 TIHCA conference was a huge success and we expect this year's conference to be even better! Informative speakers are being arranged to lead challenging and valuable discussions that will benefit you and your program.

Register now by contacting the
Texas Conference of Urban Counties
at 512.476.6174.

Please be sure to let us know how many years you have been working in indigent health care.

Registration Fees	**Early** **Before August 31th**	**Late** **After August 31th**
Charter Member	$90	$120
General Member	$105	$135
Non Member	$120	$150

To make your hotel reservations, please call the hotel directly at 1-800-THE-OMNI (1.800.843.6664) and refer to TIHCA 2012 Annual Conference to reserve your room. The negotiated rate of $135 per night will be honored until September 14, 2012.

For more information, please contact:
Kristen Thurman, Program Manager at 512.476.6174 • tihca@cuc.org

AI-33925 **Comm. Court Executive Office 5. E.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services Dept. - Environmental Division (1100):
Requesting permission / approval of travel request for Elizardo Ramos, Ruben Hernandez & Jose Gonzalez to attend the Texas Environmental Health Association's 57th Annual Educational Conference to be held on October 9-12, 2012 in Austin, Texas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-441-00-340-001-0-583/584

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

BUDGETARY IMPACT:

Attachments

Agenda
Req. #
Travel Forms
TRAVEL PAGE 1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/29/2012 08:02 AM
Veronica Ortiz	Veronica Ortiz	09/07/2012 08:36 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Mike Escaname Started On: 08/28/2012 04:47 PM

Final Approval Date: 09/07/2012

Texas Environmental Health Association
57th Annual Educational Conference
October 9 -12, 2012
DoubleTree Hotel – Austin

Registration Fees (Please Circle One)
If attending One Day Only, please circle which day you wish to attend

CONFERENCE REGISTRATION	Free 2013 Membership if received on or before Oct. 1, 2012. Registration received after Oct. 1, 2012, includes 2013 Membership	Through Oct. 1, 2012	After Oct. 1, 2012
☐	**Preconference Training** Backflow Prevention-Practical Application, Tuesday, October 9th – 1pm – 5pm	$25	$25
☒	**Full Conference** Includes Social Tuesday, Ice Breaker Wednesday Night and Awards Banquet on Thursday	$205	$235
☐	**One Day Only** or **OSSF Workshop** (Wed or Thurs) Please Circle Day of Attendance	$175	$205
EXTRAS			
☐	Extra Awards Banquet Ticket	$30	$30
☐	Extra Ice-Breaker Ticket	$15	$15
☐	Fellow Membership Renewal	$10	$10
Total Enclosed _____**Check** _____**PO** _____**Credit Card**			**$** _____

Name Elizardo Ramos
Agency/Employer Hidalgo County Health Dept.
Preferred Mailing Address 1304 S. 25th St.
City/State/Zip Edinburg, TX 78542
Daytime Ph (956) 383-0111 **Email** elizardo.ramos@hchd.org
TEHA Membership Number_____

Confirmation will be sent only upon request. Send Reservation Form and payments to:

TEHA
P.O. Box 860099
Plano, TX 75086-0099

Make check payable to TEHA

Refund Policy:
No refund on registration will be allowed after Monday, October 1, 2012. Registration fees may be used by another person from the same agency or employer for the event for which pre-registration fees were already received. Credit card payment (Visa/Mastercard) will be accepted online at www.myteha.org.
For registration information contact:

Steve Berry – Executive Secretary/Treasurer
972- 461-9644 / Fax 972-429-9066
steve.berry@myteha.org

Purchase order or other payment vouchers may be faxed to 972-429-9066. Early registration rates will be honored if registration forms(s) and purchase order information are received on or before October 1, 2012.

If your agency is not able to pay until after October 1 due to budget year changes: Please forward the registration on or before October 1, 2012, in order to receive the "early bird special."

****

Please note that reservations are on a "First come, first served" basis. Registration On-Location will be on a "Space Available Basis" only and the Association reserves the right to limit the number of participants. Please register early. We reserve the right to change speakers and topics if necessary.

Texas Environmental Health Association
57th Annual Educational Conference
October 9 -12, 2012
DoubleTree Hotel – Austin

Registration Fees (Please Circle One)
If attending One Day Only, please circle which day you wish to attend

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☐	Fellow Membership Renewal	$10	$10
Total Enclosed _____**Check** _____**PO** _____**Credit Card**			$ _____

Name Ruben Hernandez

Agency/Employer Hidalgo County Health Dept.

Preferred Mailing Address 1304 S. 25th st.

City/State/Zip Edinburg, TX 78542

Daytime Ph (956) 383-0111 **Email** ruben.hernandez@hchd.org

TEHA Membership Number_____

Confirmation will be sent only upon request. Send Reservation Form and payments to:

TEHA
P.O. Box 860099
Plano, TX 75086-0099

Make check payable to TEHA

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Texas Environmental Health Association
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☐	Extra Ice-Breaker Ticket	$15	$15
☐	Fellow Membership Renewal	$10	$10
Total Enclosed _____**Check** _____**PO** _____**Credit Card**			$ _____

Name Jose Gonzalez

Agency/Employer Hidalgo County Health Dept.

Preferred Mailing Address 1304 S. 25th St.

City/State/Zip Edinburg, TX 78542

Daytime Ph (956) 383-0111 **Email** Jose.gonzalez@hchd.org

TEHA Membership Number_____

Confirmation will be sent only upon request. Send Reservation Form and payments to:

TEHA
P.O. Box 860099
Plano, TX 75086-0099

Make check payable to TEHA

Refund Policy:
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****

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Texas Environmental Health Association's 57th AEC Program and Agenda-At A Glance

Tuesday, October 9th, 2012

Pre-Conference Activities

- Backflow Prevention Workshop-Practical Application.....1-5 pm
- National Environmental Health Association Credential Exams.....1-5 pm
- Registration and Exhibitor Setup.....4-6 pm
- Meet and Greet Social, DJ Music.....7-9 pm

WEDNESDAY, October 10th, 2012.....Registration 7:00 AM-5:00 PM

OSSF Workshop.....8:00AM-5:30PM

8 CEU's for OSSF Professionals, Approval Pending by TCEQ

- Proper Techniques of Maintenance.....Toby McDonald, Two Sons Environmental Services
- OSSF Rules Update.....James McCain, On-site Wastewater Team, TCEQ
- OSSF Updates, Activities This Year.....Mike Price Engineering Specialist, OSSF Program, TCEQ
- How Software Helps:Tracking, Routing & Managing Your Service Company.....Jon Denney, Safe Software
- Site Evaluations for OSSF Systems.....Wes Hubert, Sterling Environmental
- OSSF Planning in the Houston/Galveston Area.....Rachael Powers & Will Merrell, Houston/Galveston Area Council.

Welcome and Opening General Opening Session.....8:45 AM-Noon

3 CEU's approved for Sanitarians and pending approval for Code Enforcement Officers

- Welcome and Announcements, Introduction of Governing Council.....Steve Killen, TEHA President
- What Exactly Does TEHA Do?.....Steve Killen, TEHA President
- KEYNOTE ADDRESS.....Dr. Jim DeLuc, Galveston National Laboratory, UTMB
- NEHA Update.....Brian Collins, NEHA President

Concurrent Educational Sessions.....1:30 PM- 5:00PM

All Sessions approved for 3 CEU's for Sanitarians and pending approval for Code Enforcement Officers

Food Safety Session approved for 3 CEU's for CFM Instructors

Food Safety

- NSF 2012 Deli Slicer Requirements.....Ron Grimes, Regulatory Affairs Manager, NSF International
- Third Party Inspections, Fear of the Unknown.....Lisa Pomroy, Bureau Veritas
- Sonic Food Safety Program 2012.....David Abney, Sonic Restaurants

Code Enforcement

- Royse City-Trash Scene Investigation.....Danny Mims, City of Royse City Code Enforcement
- Code Violations vs. Fire Hazards.....Danny Mims, City of Royse City Code Enforcement
- Stormwater 101.....Brandon Bammel, Town of Flower Mound

General Environmental Health

- The Litter Project.....Annemarie Marek, Shared FUEL
- Forgery, Would You Know It if Your Saw It?.....Detective Kimberly Neal, Plano Police Department
- Examining the Influence of Accreditation in Environmental Health of Undergraduate Curricula.....Dr. Bryan Brooks, Baylor University

Ice Breaker and Casino Night.....6 PM-8 PM

THURSDAY, October 11th, 2012.....Registration 8:00 AM-5:00 PM

All Sessions approved for 7 CEU's for Sanitarians and pending approval for Code Enforcement Officers

Food Safety

- Food Safety is Sexy.....Dr. Jay Neal, University of Houston
- Stadium Size Me! Safe Food Handling at Cowboy Stadium.....Melvyn Hilt, Cowboy Stadium Food Safety
- Culinary Arts Food Safety.....Cindy Clark, Royse City ISD
- Sushi HACCP.....Layton Payton, Tokyo Gardens Catering LLC
- Norwalk Virus.....Celeste Parker, DSHS
- TFER Update.....Ruth Hendy, DSHS

Code Enforcement

- Code Enforcement Legislative Updates.....Julia Pandya, Nichols, Jackson, Dillard, Hager & Smith LLP
- Multi Family Inspection Program.....Rio Orticio, City of Garland
- Hotels and Bedbugs: What Every City Should Know.....Andria Ellis, City of Ft. Worth
- Collector/Hoarders and Code Compliance.....Kenneth Young, City of Ft. Worth
- Quality of Life Triad, Code Enforcement, Police & Citizens.....Matthew Christianson, City of Austin
- Contact and Cover – Officer Safety.....Bill Whitley, City of Abilene

General Environmental

- Backflow Prevention.....Byron Hardin, Hardin and Associates Consulting
- International Waste Issues.....Tim Roark, Health Canada

- Mosquito Surveillance.....Jeff Crocker, City of Garland Health Department
- Overview of the Office of the State Chemist.....Ben Jones
- Clean Water Act – Pesticide Applications and the EPA.....Dr. Don Renchie, Texas Agrilife Extension Service
- Swimming Pools and Legislative Updates.....Terry Brannon, The C.T. Brannon Corporation

Emergency Preparedness

- Are You Prepared for an Emergency?.....Candice Cooper Wade, City of Austin Homeland Security and Emergency Management
- TCEQ: Emergency Response Program.....Anthony Buck, Emergency Management Coordinator, TCEQ
- TXWARN: Utility to Utility Mutual Aid & Consequence Management.....Mike Howe, Texas AWWA
- Public Health Emergency Preparedness in Texas.....Steve Hannemann, DSHS
- Keeping the Lights on During an Emergancy.....Ron Henderson, Electric Reliability Council of Texas
- Strategic National Stockpile & Point of Dispensing Operations.....Scott Williams Simmons, San Antonio Metro Health
- Texas Animal Health Commission: Disaster Preparedness.....Amanda Bernhard, Texas Animal Health Commission

AWARDS BANQUET.....7:00 PM – 9:00 PM

FRIDAY, October 12th, 2012

Sanitarian Advisory Committee Public Meeting.....8:00 AM-9:00 AM

Closing General Session.....9:00 AM-Noon

3 CEU's approved for Sanitarians and pending approval for Code Enforcement Officers

- Nail Salon Inspections.....Soyica White, Texas Department of Licensing and Regulation
- NEHA Sustainability Award.....Perri Kittles, City of Coppell
- 2013 Texas Legislative Update.....Shanna Igo, Texas Municipal League
- Signing CEU Certificates of Attendance.....Registration Area
- Governing Council Meeting.....DeWitt Room

Requisition

Req # 00222416

PO #

Date: 09/05/12

Bill To: x
x

Vendor : 322768

TEXAS ENVIRONMENTAL HEALTH ASSOCIATI(
CITY COUNTY HEALTH UNIT
ATTN: YOLANDA B CADENA
P O BOX 1458
KINGSVILLE TX 78364

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: **JOSIE ESCALANT**
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
3.00	EACH	REGISTRATION FOR: ELIZARDO RAMOS, RUBEN HERNANDEZ, AND JOSE GONZALES	235.00	705.00
		Account No	Encumbrance	
		2-1100-441-00-340-001-0-584	705.00	
			Freight	.00
			Total	705.00
		MEETING: TEHA 57TH ANNUAL EDUCATIONAL CONFERENCE LOCATION: AUSTIN, TEXAS DATES: OCTOBER 8-12, 2012		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00222412

PO #

Date: 09/05/12

Bill To: x
x

Vendor : 99287
DOUBLETREE HOTEL AUSTIN
6505 IH-35 NORTH
AUSTIN TX 78752

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
3.00	EACH	LODGING FOR: ELIZARDO RAMOS, RUBEN HERNANDEZ, AND JOSE GONZALES RATES: $103.00 PER NIGHT + 15.45 TAX TOTAL $118.45 PER NIGHT X 4 NIGHTS X 3 ROOMS	473.80	1,421.40
		Account No	Encumbrance	
		2-1100-441-00-340-001-0-583	1,421.40	
			Freight	.00
			Total	1,421.40
		MEETING: TEHA 57TH ANNUAL EDUCATIONAL CONFERENCE LOCATION: AUSTIN, TEXAS DATES: OCTOBER 8-12, 2012		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00222417

PO #

Date: 09/05/12

Bill To: x
x

Vendor : 152439
RAMOS, ELIZARDO JR
C/O HEALTH DEPT.

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5.00	DAY	PER DIEM 5 DAYS @ $39.00 PER DAY	39.00	195.00
		Account No	Encumbrance	
		2-1100-441-00-340-001-0-583	195.00	
			Freight	.00
			Total	195.00
		MEETING: TEHA 57TH ANNUAL EDUCATIONAL CONFERENCE LOCATION: AUSTIN, TEXAS DATES: OCTOBER 8-12, 2012		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00222421

PO #

Date: 09/05/12

Bill To: x
x

Vendor : 304301
HERNANDEZ, RUBEN
C/O HEALTH DEPARTMENT

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5.00	EACH	PER DIEM 5 DAYS @ $39.00 PER DAY	39.00	195.00
		Account No	Encumbrance	
		2-1100-441-00-340-001-0-583	195.00	
			Freight	.00
			Total	195.00
		MEETING: TEHA 57TH ANNUAL EDUCATIONAL CONFERENCE LOCATION: AUSTIN, TEXAS DATES: OCTOBER 8-12, 2012		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00222419

PO #

Date: 09/05/12

Bill To: x
x

Vendor : 338575
GONZALES, JOSE
C/O HEALTH DEPT.

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: **JOSIE ESCALANT**
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5.00	EACH	PER DIEM 5 DAYS @ $39.00 PER DAY	39.00	195.00
		Account No	Encumbrance	
		2-1100-441-00-340-001-0-583	195.00	
			Freight	.00
			Total	195.00
		MEETING: TEHA 57TH ANNUAL EDUCATIONAL CONFERENCE LOCATION: AUSTIN, TEXAS DATES: OCTOBER 8-12, 2012		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 08/21/12

DEPARTMENT NAME: Health & Human Services

TOTAL NUMBER OF EMPLOYEES TRAVELING: 3

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Jose Gonzalez, Ruben Hernandez & Elizardo Ramos

EVENT INFORMATION

TITLE OF EVENT: TEHA 57th Annual Educational COnference

EVENT DATE(S) FROM: 10/08/12 TO: 10/12/12

DEPARTURE DATE: 10/08/12 RETURN DATE: 10/12/12

LOCATION OF EVENT: CITY Austin STATE: Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

_____ To obtain statutorily required continuing professional education.

__x__ To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

_____ To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

_____ To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

To Obtain Continuing Education Hours For OSSF License

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$705.00	
Subtotal for Object Code 584	$705.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE	$-	
4. BUS FARE	$-	
5. RENTAL CAR	$-	
6. GASOLINE/DIESEL/FUEL		
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$-	
9. PARKING		
10. LODGING	$1,421.40	
11. MEALS	$558.00	
12. OTHER EXPENSES		
Subtotal for Object Code 583	$1,979.40	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$2,684.40	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE* _____

BUS** _____

Rental Car** _____

County Vehicle* x

Private Vehicle* _____

OTHER** (Specif _____

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparison of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

__x__ Trip expenses are necessary and will be incurred for official county business.

__x__ Reasonable efforts to minimize the use of county funds have been explored.

__x__ Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
	9/5/12	Josie Gracia	383-6221

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Ortiz	9/7/12		381-7025

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

COUNTY AUDITOR'S FORM T-1 (10/08)

RECEIVED BY COUNTY AUDITOR 2012 SEP 5 PM 4:31

P.O. 680577
P.O. 680584
680582
680580
P.O. 680593

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
CHECK REQUEST FORM
PAGE 1 OF 2

DEPARTMENT: Hidalgo County Health & Human Services

DEPARTURE DATE: 10/8/2012 RETURN DATE: 10/12/2012

TO CITY: Austin STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Jose Gonzalez, Ruben Hernandez & Elizardo Ramos

TOTAL# OF EMPLOYEES ATTENDING SEM: 3

PURPOSE/BENEFIT TO HIDALGO COUNTY:
To Obtain Continuing Education Hours For OSSF License

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR: Texas Environmental Health Association 57th Annual Educational Conference

SPONSORED BY: TEHA

REGISTRATION CHECK PAYABLE TO: TEHA

REGISTRATION ADDRESS: PO BOX 860099
Plano, TX 75086-0099

SEMINAR START DATE: 8/8/2012

SEMINAR END DATE: 8/12/2012

PURCHSE ORDER NO.

1. REGISTRATION COST PER EMPLOY: $235.00 NO. OF EMPLOYEES ATTENDING AT THIS RATE: 3
2. REGISTRATION COST PER EMPLOY: NO. OF EMPLOYEES ATTENDING AT THIS RATE:
3. "FREE REGISTRATION COST: "FREE" NO. OF EMPLOYEES ATTENDING FOR "FREE":

GL ACCT NO.: TOTAL NO. OF EMPLOYEES ATTENDING:

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending :	$705.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$705.00
TOTAL 2ND PAGE (B + C + D):	$1,421.40
GRAND TOTAL (A + B + C + D)	$2,126.40

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

DEPARTMENT'S PUBLIC OFFICIAL CERTIFICATION: I hereby certify that trip expenditures are necessary and will be incurred for official county business. Reasonable efforts to minimize the use of county funds have been explored. The information and estimates provided on this form are true and as accurate as possible. If it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. Travelers have read the Travel Policy, Guidelines, and Procedures and understand that failure to cancel reservations for any reasons other than those allowed by the Travel Policy will be at their expense.

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #
	Josie Escalante	383-6221

TRAVELER'S AUTHORIZATION: I certify that if it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. If I fail to cancel reservations for reasons other than those allowed by Section 17 of the Travel Policy, Guidelines, and Procedures, I authorize the deduction of any travel expenses incurred by the county on my behalf from my payroll check.

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Elizardo Ramos	Elizardo Ramos	033731
Jose Gonzalez		095923
Ruben Hernandez		133027

RECEIVED BY
COUNTY AUDITOR
2012 SEP 5 PM 4 31

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
CHECK REQUEST FORM
PAGE 2 OF 2

DEPARTMENT: Hidalgo County Health & Human Services

DEPARTURE DATE: 10/8/2012 RETURN DATE: 10/12/2012

TO CITY: Austin STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Jose Gonzalez, Ruben Hernandez & Elizardo Ramos

TOTAL# OF EMPLOYEES ATTENDING SEM 3

B. HOTEL RESERVATION(S)

Note: Use of a travel a gency is discouraged. Unless a benefit is achieved by other means, you must use the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

NAME OF HOTEL: Double Tree HOTEL PHONE NO: 1-512-454-3737

ADDRESS OF HOTEL: 6505 IH 35 North NFIRMATION NO.(s): 85248929

Austin, TX 78752

ROOM RATE: $103.00 PURCHASE ORDER NO.

NUMBER OF NIGHTS: 4 GENERAL LEDGER ACCT NO:

ROOM RATE: $103.00 TOTAL NO. OF ROOMS: 3

NUMBER OF NIGHTS: 4

ROOM RATE: $103.00 HOTEL TAX RATE: 15.00%

NUMBER OF NIGHTS: 4

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). $1,421.40

C. CAR RENTAL(S)

Note: Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO

IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.

NAME OF CAR RENTAL COMPANY:

ADDRESS OF CAR RENTAL COMPANY: *required for every group of 4 or less employees traveling.*

PHONE NUMBER OF CAR RENTAL COMPANY:

VEHICLE NO. 1 TYPE: VEHICLE NO. 2 TYPE:

DAILY CAR RATE: DAILY CAR RATE:

NUMBER OF DAYS: NUMBER OF DAYS:

CONFIRMATION NO.: CONFIRMATION NO.:

VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING: VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:

PURCHASE ORDER NO. GL ACCT NO:

TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) . . . . . $-

D. AIRFARE(S)

Note: Use of a travel a gency is discouraged. Refundable fares should be considered if possibility of a trip cancellation exists.

NAME OF AIRLINE COMPANY:

ADDRESS OF AIRLINE COMPANY:

PHONE NO. OF AIRLINE COMPANY: CONFIRMATION NO.:

ROUND TRIP AIRFARE PER PERSON:

NUMBER OF TRAVELERS:

GENERAL LEDGER ACCOUNT NUMBER P.O. NO.

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY .. . . . . $-

SUBTOTAL (B+C+D) $1,421.40

COUNTY AUDITOR'S FORM T-2 (08/08)

RECEIVED BY COUNTY AUDITOR 2012 SEP 5 PM 4 31

Texas Environmental Health Association
57th Annual Educational Conference
October 9 -12, 2012
DoubleTree Hotel – Austin

Registration Fees (Please Circle One)
If attending One Day Only, please circle which day you wish to attend

CONFERENCE REGISTRATION	Free 2013 Membership if received on or before Oct. 1, 2012. Registration received after Oct. 1, 2012, includes 2013 Membership	Through Oct. 1, 2012	After Oct. 1, 2012
☐	**Preconference Training** Backflow Prevention-Practical Application, Tuesday, October 9th – 1pm – 5pm	$25	$25
☒	**Full Conference** Includes Social Tuesday, Ice Breaker Wednesday Night and Awards Banquet on Thursday	$205	$235
☐	**One Day Only** or **OSSF Workshop** (Wed or Thurs) Please Circle Day of Attendance	$175	$205
EXTRAS			
☐	Extra Awards Banquet Ticket	$30	$30
☐	Extra Ice-Breaker Ticket	$15	$15
☐	Fellow Membership Renewal	$10	$10
Total Enclosed _____**Check** _____**PO** _____**Credit Card**			$ _____

Name Elizardo Ramos

Agency/Employer Hidalgo County Health Dept.

Preferred Mailing Address 1304 S. 25th St.

City/State/Zip Edinburg, TX 78542

Daytime Ph (956) 383-0111 **Email** elizardo.ramos@hchd.org

TEHA Membership Number _____

Confirmation will be sent only upon request. Send Reservation Form and payments to:

TEHA
P.O. Box 860099
Plano, TX 75086-0099

Make check payable to TEHA

2012 SEP 25 PM 1:31 RECEIVED BY COUNTY AUDITOR

Refund Policy:
No refund on registration will be allowed after Monday, October 1, 2012. Registration fees may be used by another person from the same agency or employer for the event for which pre-registration fees were already received. Credit card payment (Visa/Mastercard) will be accepted online at www.myteha.org.
For registration information contact:

Steve Berry – Executive Secretary/Treasurer
972- 461-9644 / Fax 972-429-9066
steve.berry@myteha.org

Purchase order or other payment vouchers may be faxed to 972-429-9066. Early registration rates will be honored if registration forms(s) and purchase order information are received on or before October 1, 2012.

If your agency is not able to pay until after October 1 due to budget year changes: Please forward the registration on or before October 1, 2012, in order to receive the "early bird special."

****

Please note that reservations are on a "First come, first served" basis. Registration On-Location will be on a "Space Available Basis" only and the Association reserves the right to limit the number of participants. Please register early. We reserve the right to change speakers and topics if necessary.

Texas Environmental Health Association
57th Annual Educational Conference
October 9 -12, 2012
DoubleTree Hotel – Austin

Registration Fees (Please Circle One)
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EXTRAS			
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☐	Extra Ice-Breaker Ticket	$15	$15
☐	Fellow Membership Renewal	$10	$10
Total Enclosed _____**Check** _____**PO** _____**Credit Card**			$ _____

Name Ruben Hernandez

Agency/Employer Hidalgo County Health Dept.

Preferred Mailing Address 1304 S. 25th st.

City/State/Zip Edinburg, TX 78542

Daytime Ph (956) 383-0111 **Email** ruben.hernandez@hchd.org

TEHA Membership Number _____

Confirmation will be sent only upon request. Send Reservation Form and payments to:

TEHA
P.O. Box 860099
Plano, TX 75086-0099

Make check payable to TEHA

RECEIVED BY
HIDALGO COUNTY
SEP 4 2012

Refund Policy:
No refund on registration will be allowed after Monday, October 1, 2012. Registration fees may be used by another person from the same agency or employer for the event for which pre-registration fees were already received. Credit card payment (Visa/Mastercard) will be accepted online at www.myteha.org.
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Steve Berry – Executive Secretary/Treasurer
972- 461-9644 / Fax 972-429-9066
steve.berry@myteha.org

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Texas Environmental Health Association
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☐	Extra Ice-Breaker Ticket	$15	$15
☐	Fellow Membership Renewal	$10	$10
Total Enclosed _____**Check** _____**PO** _____**Credit Card**			$_____

RECEIVED BY COUNTY AUDITOR
2012 SEP 5 PM 4 31

Name Jose Gonzalez
Agency/Employer Hidalgo County Health Dept.
Preferred Mailing Address 1304 S. 25th St.
City/State/Zip Edinburg, TX 78542
Daytime Ph (956) 383-0111 **Email** Jose.gonzalez@hchd.org
TEHA Membership Number_____

Confirmation will be sent only upon request. Send Reservation Form and payments to:

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Steve Berry – Executive Secretary/Treasurer
972- 461-9644 / Fax 972-429-9066
steve.berry@myteha.org

Purchase order or other payment vouchers may be faxed to 972-429-9066. Early registration rates will be honored if registration forms(s) and purchase order information are received on or before October 1, 2012.

If your agency is not able to pay until after October 1 due to budget year changes: Please forward the registration on or before October 1, 2012, in order to receive the "early bird special."

****

Please note that reservations are on a "First come, first served" basis. Registration On-Location will be on a "Space Available Basis" only and the Association reserves the right to limit the number of participants. Please register early. We reserve the right to change speakers and topics if necessary.



Texas Environmental Health Association's 57th AEC
Program and Agenda-At A Glance

Tuesday, October 9th, 2012

Pre-Conference Activities

- Backflow Prevention Workshop-Practical Application.....1-5 pm
- National Environmental Health Association Credential Exams.....1-5 pm
- Registration and Exhibitor Setup.....4-6 pm
- Meet and Greet Social, DJ Music.....7-9 pm

WEDNESDAY, October 10th, 2012.....Registration 7:00 AM-5:00 PM

OSSF Workshop.....8:00AM-5:30PM

8 CEU's for OSSF Professionals, Approval Pending by TCEQ

- Proper Techniques of Maintenance.....Toby McDonald, Two Sons Environmental Services
- OSSF Rules Update.....James McCain, On-site Wastewater Team, TCEQ
- OSSF Updates, Activities This Year.....Mike Price Engineering Specialist, OSSF Program, TCEQ
- How Software Helps:Tracking, Routing & Managing Your Service Company.....Jon Denney, Safe Software
- Site Evaluations for OSSF Systems.....Wes Hubert, Sterling Environmental
- OSSF Planning in the Houston/Galveston Area.....Rachael Powers & Will Merrell, Houston/Galveston Area Council.

Welcome and Opening General Opening Session.....8:45 AM-Noon

3 CEU's approved for Sanitarians and pending approval for Code Enforcement Officers

- Welcome and Announcements, Introduction of Governing Council.....Steve Killen, TEHA President
- What Exactly Does TEHA Do?.....Steve Killen, TEHA President
- KEYNOTE ADDRESS.....Dr. Jim DeLuc, Galveston National Laboratory, UTMB
- NEHA Update.....Brian Collins, NEHA President

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Concurrent Educational Sessions.....1:30 PM- 5:00PM

All Sessions approved for 3 CEU's for Sanitarians and pending approval for Code Enforcement Officers
Food Safety Session approved for 3 CEU's for CFM Instructors

Food Safety

- NSF 2012 Deli Slicer Requirements.....Ron Grimes, Regulatory Affairs Manager, NSF International
- Third Party Inspections, Fear of the Unknown.....Lisa Pomroy, Bureau Veritas
- Sonic Food Safety Program 2012.....David Abney, Sonic Restaurants

Code Enforcement

- Royse City-Trash Scene Investigation.....Danny Mims, City of Royse City Code Enforcement
- Code Violations vs. Fire Hazards.....Danny Mims, City of Royse City Code Enforcement
- Stormwater 101.....Brandon Bammel, Town of Flower Mound

General Environmental Health

- The Litter Project.....Annemarie Marek, Shared FUEL
- Forgery, Would You Know It if Your Saw It?.....Detective Kimberly Neal, Plano Police Department
- Examining the Influence of Accreditation in Environmental Health of Undergraduate Curricula.....Dr. Bryan Brooks, Baylor University

Ice Breaker and Casino Night.....6 PM-8 PM

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THURSDAY, October 11th, 2012.....Registration 8:00 AM-5:00 PM

All Sessions approved for 7 CEU's for Sanitarians and pending approval for Code Enforcement Officers

Food Safety

- Food Safety is Sexy.....Dr. Jay Neal, University of Houston
- Stadium Size Me! Safe Food Handling at Cowboy Stadium.....Melvyn Hilt, Cowboy Stadium Food Safety
- Culinary Arts Food Safety.....Cindy Clark, Royse City ISD
- Sushi HACCP.....Layton Payton, Tokyo Gardens Catering LLC
- Norwalk Virus.....Celeste Parker, DSHS
- TFER Update.....Ruth Hendy, DSHS

Code Enforcement

- Code Enforcement Legislative Updates.....Julia Pandya, Nichols, Jackson, Dillard, Hager & Smith LLP
- Multi Family Inspection Program.....Rio Orticio, City of Garland
- Hotels and Bedbugs: What Every City Should Know.....Andria Ellis, City of Ft. Worth
- Collector/Hoarders and Code Compliance.....Kenneth Young, City of Ft. Worth
- Quality of Life Triad, Code Enforcement, Police & Citizens.....Matthew Christianson, City of Austin
- Contact and Cover – Officer Safety.....Bill Whitley, City of Abilene

General Environmental

- Backflow Prevention.....Byron Hardin, Hardin and Associates Consulting
- International Waste Issues.....Tim Roark, Health Canada

- Mosquito Surveillance.....Jeff Crocker, City of Garland Health Department
- Overview of the Office of the State Chemist.....Ben Jones
- Clean Water Act – Pesticide Applications and the EPA.....Dr. Don Renchie, Texas Agrilife Extension Service
- Swimming Pools and Legislative Updates.....Terry Brannon, The C.T. Brannon Corporation

Emergency Preparedness

- Are You Prepared for an Emergency?.....Candice Cooper Wade, City of Austin Homeland Security and Emergency Management
- TCEQ: Emergency Response Program.....Anthony Buck, Emergency Management Coordinator, TCEQ
- TXWARN: Utility to Utility Mutual Aid & Consequence Management.....Mike Howe, Texas AWWA
- Public Health Emergency Preparedness in Texas.....Steve Hannemann, DSHS
- Keeping the Lights on During an Emergancy.....Ron Henderson, Electric Reliability Council of Texas
- Strategic National Stockpile & Point of Dispensing Operations.....Scott Williams Simmons, San Antonio Metro Health
- Texas Animal Health Commission: Disaster Preparedness.....Amanda Bernhard, Texas Animal Health Commission

AWARDS BANQUET.....7:00 PM – 9:00 PM

FRIDAY, October 12th, 2012

Sanitarian Advisory Committee Public Meeting.....8:00 AM-9:00 AM

Closing General Session.....9:00 AM-Noon

3 CEU's approved for Sanitarians and pending approval for Code Enforcement Officers

- Nail Salon Inspections.....Soyica White, Texas Department of Licensing and Regulation
- NEHA Sustainability Award.....Perri Kittles, City of Coppell
- 2013 Texas Legislative Update.....Shanna Igo, Texas Municipal League
- Signing CEU Certificates of Attendance.....Registration Area
- Governing Council Meeting.....DeWitt Room

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From: "DoubleTree by Hilton Confirmed" <doubletreebyhilton@res.hilton.com>
To: "roberto.serna@hchd.org" <roberto.serna@hchd.org>
Subject: DoubleTree by Hilton Confirmation #85248929
Date: 8/21/2012 9:57:07 AM

DOUBLETREE BY HILTON

Your reservation is confirmed



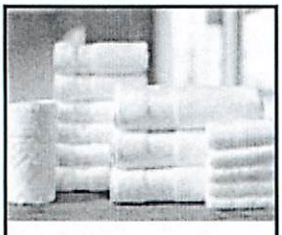
DoubleTree by Hilton Hotel Austin

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Fax: 1 512-454-6915

Directions to Hotel
5-Day Weather Forecast
Local Guide

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Confirmation Number: 85248929

> Click here to view or edit your reservation.

Name:	Elizardo Ramos
Arrival Date:	08 Oct 2012
Departure Date:	12 Oct 2012
Check-in Time:	3:00 PM
Check-out Time:	12:00 PM

RECEIVED BY COUNTY AUDITOR
2012 SEP 5 PM 4 32

Rate Information:
Rate Type:
Tx Enviro. Health

Rate per night:	103.00 USD
Total for Stay per Room:	
Rate	412.00 USD
Taxes	61.80 USD
Total	473.80 USD

Total for Stay All Rooms: **947.60 USD**
Includes estimated taxes and service charges. (Gratuities not included.)

Tax:
- There is a 15.00% per room per night tax.

Additional Charges:
- Valet parking: 14.00/night Self parking: 8.00/night

Rate Rules and Cancellation Policy:
- Your reservation is guaranteed for late arrival.
- Please contact us should you need to cancel your reservation.
- Cancellations are required by 4PM on 07 Oct 2012 local hotel time.
- Cancellation penalties may apply.

Room Information:

Rooms:	2
Clients:	2 Adults
Room Type:	2 DOUBLE BEDS NONSMOKING

Comments and Requests:
Ipo All Charges, Comp Self parking:
Rate Information:
Rate Type:
Tx Enviro. Health

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Rate per night:	103.00 USD
Total for Stay per Room:	
Rate	412.00 USD
Taxes	61.80 USD
Total	473.80 USD

Total for Stay: **473.80 USD**
Includes estimated taxes and service charges. (Gratuities not included.)

Tax:
- There is a 15.00% per room per night tax.

Additional Charges:
- Valet parking: 14.00/night Self parking: 8.00/night

Rate Rules and Cancellation Policy:
- Your reservation is guaranteed for late arrival.
- Please contact us should you need to cancel your reservation.
- Cancellations are required by 4PM on 07 Oct 2012 local hotel time.
- Cancellation penalties may apply.

Room Information:

Rooms:	1
Clients:	1 Adult
Room Type:	1 KING BED NONSMOKING

Comments and Requests:
Ipo All Charges, Comp Self parking:

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- Dining
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If you need to MODIFY or CANCEL your reservation, click here.
Any change to the arrival date, departure date or room type of this reservation is subject to the hotel's availability at the time the change is requested and may result in a possible rate change or an additional fee. For example, shortening or lengthening your reservation is subject to availability and may not be possible at a later date. For more information, please click here to see all the rules and restrictions applicable to this reservation.

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HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DEPARTMENT NAME:	Hidalgo County Health & Human Services	DATE OF REQUEST:	08/21/12
		TOTAL NUMBER OF EMPLOYEES TRAVELING:	3
NAME & TITLE OF EMPLOYEE(S) TRAVELING:	Jose Gonzles, Ruben Hernandez, and Elizardo Ramos		

EVENT INFORMATION

TITLE OF EVENT:	TEHA 67th Annual Educational Conference		
EVENT DATE(S) FROM:	10/08/12	TO:	10/12/12
DEPARTURE DATE:	10/08/12	RETURN DATE:	10/12/12
LOCATION OF EVENT: CITY:	Austin	STATE:	Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- ____ To obtain statutorily required continuing professional education.
- __x__ To obtain continuing education related to an employee's work or maintenance of a license or certification.
- ____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- ____ To participate in professional organizations related to the employee or official's job assignment.
- ____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- ____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- ____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- ____ To pursue the County's interests in litigation or criminal justice.
- ____ To promote the economic development interests of the County.
- ____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

Obtain TB updates

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 705.00	
Subtotal for Object Code 584	$ 705.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL		
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$ -	
9. PARKING		
10. LODGING	$ 1,421.40	
11. MEALS	$ 585.00	
12. OTHER EXPENSES		
Subtotal for Object Code 583	$ 2,006.40	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 2,711.40	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)	
AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	x
Private Vehicle**	
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

Hotel will be paid by the Litaker Group

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

- __x__ Trip expenses are necessary and will be incurred for official county business
- __x__ Reasonable efforts to minimize the use of county funds have been explored.
- __x__ Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- __x__ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
	9-10-12		

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

- ____ TRAVEL IS **APPROVED** for the individuals listed below:
- ____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Diaz	9/10/12		292-7025

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

COUNTY AUDITOR'S FORM T-1 (10/08)

AI-34072 **Comm. Court Executive Office 5. F.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Veterans Services:
Requesting permission for Francisco R. Garza travel to Dallas, Texas to attend the Texas Veterans Commission (TVC) 65th Annual Statewide Training Conference on September 17-21, 2012 (no county expense -TVC will cover all expenses)

BACKGROUND

employee will travel with Mr. De Los Santos

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

t-1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 04:05 PM
Veronica Ortiz	Veronica Ortiz	09/07/2012 10:20 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Monica Badillo Started On: 09/05/2012

Final Approval Date: 09/07/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 09/05/12

DEPARTMENT NAME: VETERANS SERVICES

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NAME & TITLE OF EMPLOYEE(S) TRAVELING: FRANCISCO R. GARZA

EVENT INFORMATION

TITLE OF EVENT:	TVC 65TH ANNUAL STATEWIDE TRAINING CONFERENCE		
EVENT DATE(S) FROM:	09/17/12	TO:	09/21/12
DEPARTURE DATE:	09/17/12	RETURN DATE:	09/21/12
LOCATION OF EVENT: CITY:	DALLAS	STATE:	TEXAS

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- X To obtain statutorily required continuing professional education.
- X To obtain continuing education related to an employee's work or maintenance of a license or certification.
- ____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- ____ To participate in professional organizations related to the employee or official's job assignment.
- ____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- ____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- ____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- ____ To pursue the County's interests in litigation or criminal justice.
- ____ To promote the economic development interests of the County.
- ____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

Initial training for certification as an Assistant County Veteran Service Officer.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ -	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT		
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ -	
11. MEALS	$ -	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 0 -	$ 0

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

- AIRFARE* ____
- BUS** ____
- Rental Car** ____
- County Vehicle** ____
- Private Vehicle** ____
- OTHER** (Specify) ____

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

* TEXAS VETERANS COMMISSION WILL PROVIDE ALL EXPENSES FOR THIS INITIAL TRAINING. / will travel w/ Emilio delos Santos.

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

- ____ Trip expenses are necessary and will be incurred for official county business.
- ____ Reasonable efforts to minimize the use of county funds have been explored.
- ____ Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- ____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Emilio	9-5-12	Dolores Guzman	

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

- ____ TRAVEL IS **APPROVED** for the individuals listed below:
- ____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Ortiz	9/5/12		292-7005

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

COUNTY AUDITOR'S FORM T.1.1 (01/10)

TEXAS VETERANS COMMISSION
65TH ANNUAL STATEWIDE TRAINING CONFERENCE

Sheraton Dallas Hotel
400 N. Olive St., Dallas, Texas
September 17 – 21, 2012

Training begins at 8:00 am on Tuesday, September 18, 2012
Adjourns Friday, September 21, 2012 at noon.

- **Room rate** is $113/single or double occupancy, plus $16.95 tax. See letter for instructions on securing your hotel reservation. We encourage you to register as soon as possible. **Only VCSOs attending initial training will be direct billed to the Texas Veterans Commission.** Online hotel reservation details are in your attached letter.
- **Conference Registration** is necessary, whether you are staying at the Sheraton or not. Registration should be done as soon as possible using www.tvc.texas.gov/tvc/registration.aspx. This is a very user-friendly website. If you have any difficulties or questions, or if internet is unavailable, please contact Nancy Gamroth at contact details below for assistance. This registration will help TVC with planning and to ensure that ample training materials are available.
- **Tuesday, August 14 at 4:30 p.m. is the cut-off date** for both the Sheraton Dallas Hotel Reservations and Conference Registration.
- **Special Needs:** Be sure to note in the area provided any special needs you require in your hotel room and/or classroom to include auxiliary aids or services, e.g., roll-in shower, refrigerator for medications, interpreter for hearing impaired, reader, large print or Braille, etc. TVC will make every effort to accommodate your request, however we cannot guarantee it.
- **Pre-Conference check-in** will be held on the 2nd Floor Foyer on Monday afternoon from 2:00-7:00 p.m. and on Tuesday morning from 7:00-8:00 a.m. The Conference begins at 8:00 a.m. on Tuesday, September 18, 2012. Training continues throughout the week with adjournment at noon on Friday, September 21, 2012.
- **Hotel check-in is at 3:00 pm.** A luggage holding area is provided on the first floor on Monday in Dallas B. During the Closing Ceremony on Friday, the holding area will be in Dallas D1, also on the first floor.
- **The hotel does not provide an airport shuttle service, however,** TVC-contracted shuttle service will be available from Love Field and DFW. Further details on the shuttle service will be forthcoming on a separate correspondence.
- **Self-parking is included** for those who attend and have a hotel reservation. While valet parking is available, TVC will not reimburse for valet parking. Self-parking at the hotel for those not authorized to stay at the hotel is reimbursable with a receipt.
- **Complimentary internet** in guest rooms is also included.
- **Financial assistance** to partially defray the costs of the training may be available to VCSOs who meet the statutory requirements under Section 434.033, Texas Government Code. Reimbursement Policy is attached.
- **Please do not supply this information to:** Non-VCSOs, members of veterans' organizations or others who wish to attend this training. Please have them contact Nancy Gamroth at contact details below.

Please contact Nancy Gamroth at training@tvc.state.tx.us or by calling (512) 463-7302 if you have any questions or for further assistance.

ELISEO "AL" CANTU, JR.
Major, U.S. Army (Retired)
Chairman

JAMES H. SCOTT
Colonel, U.S.M.C. (Retired)
Vice Chairman

THE REV. RICHARD A. McLEON, IV
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Member

J.K. "JAKE" ELLZEY
Commander, U.S. Navy (Retired)
Member

THOMAS P. PALLADINO
Colonel, U.S. Army (Retired)
Executive Director

TEXAS VETERANS COMMISSION

MEMORANDUM

July 20, 2012

TO: Veterans County Service Officers and Assistants (VCSOs)

FROM: Cruz Montemayor, Chief Administrative Officer

SUBJECT: 65th Annual Statewide Training Conference
Certification or Accreditation Training

The 65th Annual Statewide Training Conference, conducted by the Texas Veterans Commission (TVC), will be held from Tuesday, September 18 – Friday, September 21, 2012, at the Sheraton Dallas Hotel, 400 N. Olive St., Dallas, Texas.

Hotel reservations are available on a first-come, first-served basis online here. You may also call 1-888-627-8191 to secure your reservation. Please note that all VCSOs attending the Certification or Accreditation Training are responsible for securing their own hotel reservations. VCSOs who are attending initial training should not contact the hotel but contact TVC Headquarters as soon as possible. **See attached flyer for detailed information and instructions on reservations, conference registration and more.** We encourage you to register as soon as possible.

Conference Registration is necessary, whether you are staying at the Sheraton or not. Registration should be done as soon as possible online here. This registration will help TVC with planning and to ensure that ample training materials are available. Tuesday, August 14, 2012 at 4:30 p.m. is the cut-off date for both the Sheraton Dallas Hotel Reservations and Conference Registration.

On Monday afternoon, September 17, 2012, the Texas Veterans Commission will host a Veterans Expo and Clinic from 3:00 p.m. to 7:00 p.m. at the Sheraton Dallas Hotel. We encourage you to attend and visit with the exhibitors during this time and also to take advantage of the pre-conference registration.

TVC sent a letter to your Commissioners Court informing them of the conference and encouraging support for your attendance. Section 434.038(a), Texas Government Code, requires VCSOs to attend Commission Training to maintain certification in order to remain in office. Certification is also required for those wishing to participate in the Commission's Accreditation Program.

This year's conference will be very informative and beneficial. The knowledge gained will enable you to better serve veterans, survivors and dependents residing in your county. If you have any questions, please contact Nancy Gamroth at training@tvc.state.tx.us or by calling the VCSO HQ toll-free line or (512) 463-7302.

CM/njg
Attachments

1700 N. Congress Avenue, Austin, Texas 78701-1496 P.O. Box 12277, Austin, Texas 78711-2277
Phone: 512 463-6564 Fax: 512 475-2395 E-Mail: info@tvc.state.tx.us Web: www.tvc.texas.gov
An Equal Opportunity Employer

AI-33900 **Fire Marshal's Office 5. G.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Juan Martinez **Submitted By:** Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal's Office:
Requesting permission to allow Juan Martinez, Fire Marshal, Javier Garcia, Deputy Fire Marshal and Rolando Casas, Deputy Fire Marshal to attend the 14th Annual Texas Fire Marshals' Conference in Austin, TX, October 14-19, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

Available funds through Req. # 221369, 221373, 221367

Attachments

14th Annual TFM Oct 14-19
requisitions
reqs
signed T-1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/27/2012 03:50 PM
Veronica Ortiz	Veronica Ortiz	09/07/2012 10:19 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Yolanda Orozco Started On: 08/27/2012 02:42 PM

Final Approval Date: 09/07/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 10/22/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 3

DEPARTMENT NAME: Fire Marshal
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Juan Martinez, Fire Marshal; Javier Garcia, Deputy Fire Marshal; and Rolando Casas, Deputy Fire Marshal

EVENT INFORMATION

TITLE OF EVENT: 14th Annual Texas Fire Marshals' Conference

EVENT DATE(S) FROM: 10/15/12 TO: 10/19/12

DEPARTURE DATE: 10/14/12 RETURN DATE: 10/19/12

LOCATION OF EVENT: CITY: Austin STATE: TX

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- X To obtain statutorily required continuing professional education.
- X To obtain continuing education related to an employee's work or maintenance of a license or certification.
- X To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- X To participate in professional organizations related to the employee or official's job assignment.
- X To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- X To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- X To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- X To pursue the County's interests in litigation or criminal justice.
- X To promote the economic development interests of the County.
- X To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 495.00	
Subtotal for Object Code 584	$ 495.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 1,466.25	
11. MEALS	$ 702.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 2,168.25	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 2,663.25	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	X
Private Vehicle**	
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

- X Trip expenses are necessary and will be incurred for official county business.
- X Reasonable efforts to minimize the use of county funds have been explored.
- X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- X If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
	8/21/12	Yolanda Orozco	318-2656

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE CHECK REQUEST FORM
PAGE 1 OF 2

DEPARTMENT: Fire Marshal

If, applicable, was travel approved by Co. Exec. Officer? Yes

DEPARTURE DATE: 10/14/2012 RETURN DATE: 10/19/2012

TO CITY: Austin STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Juan Martinez, Javier Garcia and Rolando Casas

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 3

PURPOSE/BENEFIT TO HIDALGO COUNTY:

Trainings of this nature will keep us abreast of new and changing polices and procedures, thus enabling us to better perform our duties as Fire Marshal and Deputies for Hidalgo County.

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR: 14th Annual Texas Fire Marshals' Conference

SPONSORED BY: Texas Fire Marshals' Association

REGISTRATION CHECK PAYABLE TO: Texas Fire Marshals' Association

REGISTRATION ADDRESS: P. O. Box 450123

Garland, Texas 75045-0123

SEMINAR START DATE: 10/15/2012

SEMINAR END DATE: 10/19/2012

PURCHSE ORDER NO. 00221367

1. REGISTRATION COST PER EMPLOYEE: $ 165.00 NO. OF EMPLOYEES ATTENDING AT THIS RATE: 3

2. REGISTRATION COST PER EMPLOYEE: NO. OF EMPLOYEES ATTENDING AT THIS RATE:

3. "FREE REGISTRATION COST: "FREE" NO. OF EMPLOYEES ATTENDING FOR "FREE":

GL ACCT NO.: TOTAL NO. OF EMPLOYEES ATTENDING: 3

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . . A.	$	495.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	495.00
TOTAL 2ND PAGE (B + C + D):	$	1,466.25
GRAND TOTAL (A + B + C + D)	$	1,961.25

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

DEPARTMENT'S PUBLIC OFFICIAL CERTIFICATION: I hereby certify that trip expenditures are necessary and will be incurred for official county business. Reasonable efforts to minimize the use of county funds have been explored. The information and estimates provided on this form are true and as accurate as possible. If it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. Travelers have read the Travel Policy, Guidelines, and Procedures and understand that failure to cancel reservations for any reasons other than those allowed by the Travel Policy will be at their expense.

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #
	Yolanda Orozco	956-318-2656

TRAVELER'S AUTHORIZATION: I certify that if it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. If I fail to cancel reservations for reasons other than those allowed by Section 17 of the Travel Policy, Guidelines, and Procedures, I authorize the deduction of any travel expenses incurred by the county on my behalf from my payroll check.

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Juan Martinez		138126
Javier Garcia		138223
Rolando Casas		105937

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
CHECK REQUEST FORM
PAGE 2 OF 2

DEPARTMENT: Fire Marshal

DEPARTURE DATE: 10/14/2012 RETURN DATE: 10/19/2012

TO CITY: Austin STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Juan Martinez, Javier Garcia and Rolando Casas

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 3

B. HOTEL RESERVATION(S)

Note: Use of a travel a gency is discouraged. Unless a benefit is achieved by other means, you must use the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

NAME OF HOTEL: Crowne Plaza Hotel Austin HOTEL PHONE NO: 512-323-5466

ADDRESS OF HOTEL: 6121 North IH 35 CONFIRMATION NO.(s): 65048973, 65048983, 65048994

Austin, TX 78752

ROOM RATE: $ 97.75 PURCHASE ORDER NO. 00221369

NUMBER OF NIGHTS: 5 GENERAL LEDGER ACCT NO: 2-1100-422-10-300-001-0-583

ROOM RATE: $ 97.75 TOTAL NO. OF ROOMS: 3

NUMBER OF NIGHTS: 5

ROOM RATE: $ 97.75 HOTEL TAX RATE:

NUMBER OF NIGHTS: 5

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 1,466.25

C. CAR RENTAL(S)

Note: Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO

IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.

NAME OF CAR RENTAL COMPANY:

ADDRESS OF CAR RENTAL COMPANY:

Note: Coordination of travel is required for every group of 4 or less

PHONE NUMBER OF CAR RENTAL COMPANY:

VEHICLE NO. 1 TYPE: VEHICLE NO. 2 TYPE:

DAILY CAR RATE: DAILY CAR RATE:

NUMBER OF DAYS: NUMBER OF DAYS:

CONFIRMATION NO.: CONFIRMATION NO.

VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING:

VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:

PURCHASE ORDER NO. GL ACCT NO:

TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) . . . . . C. $ -

D. AIRFARE(S)

Note: Use of a travel a gency is discouraged. Refundable fares should be considered if possibility of a trip cancellation exists.

NAME OF AIRLINE COMPANY:

ADDRESS OF AIRLINE COMPANY:

PHONE NO. OF AIRLINE COMPANY: CONFIRMATION NO.:

ROUND TRIP AIRFARE PER PERSON:

NUMBER OF TRAVELERS:

GENERAL LEDGER ACCOUNT NUMBEI P.O. NO.

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY . . . . . D. $ -

SUBTOTAL (B+C+D) $ 1,466.25

COUNTY AUDITOR'S FORM T 1 2 (01/10)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME: Juan Martinez | EMPLOYEE I.D NO: 138126 | EMPLOYEE TITLE: Fire Marshal

DEPARTMENT: Fire Marshal | DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE? No

DEPARTURE DATE: 10/14/12 | RETURN DATE: 10/19/12

TIME OF DEPARTURE: 7:00am | TIME OF RETURN: 10:00pm

TO CITY: Austin | STATE: Texas

SEMINAR/CONFERENCE/MEETING: START DATE: 10/15/2012 END DATE: 10/19/2012 | ACTUAL NO. OF DAYS 5

TITLE OF WORKSHOP/CONFERENCE: 14th Annual Texas Fire Marshals' Conference

METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL): County Vehicle | IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.

LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE? Javier Garcia and Rolando Casas

DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? Yes | IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Trainings of this nature will keep us abreast of new and changing polices and procedures, thus enabling us to better perform our duties as Fire Marshal and Deputies for Hidalgo County.

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 14-Oct	MONTH / DAY 15-Oct	MONTH / DAY 16-Oct	MONTH / DAY 17-Oct	MONTH/ DAY 18-Oct	MONTH / DAY 19-Oct	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00		$54.00	
Lunch	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00		$72.00	
Dinner	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00		$108.00	
Total	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$0.00	$234.00	$ 234.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.555 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, if the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $

_____ . . . . . $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE: 00221373

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 234.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER:

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)
	Juan Martinez	

COUNTY AUDITOR'S FORM: T.1.5 (07/11)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME: Rolando Casas | EMPLOYEE I.D. NO: 105937 | EMPLOYEE TITLE: Deputy Fire Marshal

DEPARTMENT: Fire Marshal | DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE? No

DEPARTURE DATE: 10/14/12 | RETURN DATE: 10/19/12

TIME OF DEPARTURE: 7:00am | TIME OF RETURN: 10:00pm

TO CITY: Austin | STATE: Texas

SEMINAR/CONFERENCE/MEETING: START DATE: 10/15/2012 END DATE: 10/19/2012 | ACTUAL NO. OF DAYS 5

TITLE OF WORKSHOP/CONFERENCE: 14th Annual Texas Fire Marshals' Conference

METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL): County Vehicle | IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.

LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE? Juan Martinez and Javier Garcia

DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? Yes | IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?

PURPOSE/BENEFIT TO HIDALGO COUNTY:

Trainings of this nature will keep us abreast of new and changing polices and procedures, thus enabling us to better perform our duties as Fire Marshal and Deputies for Hidalgo County

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 14-Oct	MONTH / DAY 15-Oct	MONTH / DAY 16-Oct	MONTH / DAY 17-Oct	MONTH / DAY 18-Oct	MONTH / DAY 19-Oct	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00		$54.00	
Lunch	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00		$72.00	
Dinner	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00		$108.00	
Total	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$0.00	$234.00	$ 234.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.555 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, if the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $

_____ . . . . . $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE: 00221395

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 234.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER:

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)
	Juan Martinez	

COUNTY AUDITOR'S FORM: T.1.5 (07/11)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME: Javier Garcia | EMPLOYEE I.D. NO.: 138223 | EMPLOYEE TITLE: Deputy Fire Marshal

DEPARTMENT: Fire Marshal | DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE? No

DEPARTURE DATE: 10/14/12 | RETURN DATE: 10/19/12

TIME OF DEPARTURE: 7:00am | TIME OF RETURN: 10:00pm

TO CITY: Austin | STATE: Texas

SEMINAR/CONFERENCE/MEETING: START DATE: 10/15/2012 END DATE: 10/19/2012 | ACTUAL NO. OF DAYS 5

TITLE OF WORKSHOP/CONFERENCE: 14th Annual Texas Fire Marshals' Conference

METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL): County Vehicle | IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.

LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE? Juan Martinez and Rolando Casas

DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? Yes | IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?

PURPOSE/BENEFIT TO HIDALGO COUNTY:

Trainings of this nature will keep us abreast of new and changing polices and procedures, thus enabling us to better perform our duties as Fire Marshal and Deputies for Hidalgo County

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 14-Oct	MONTH / DAY 15-Oct	MONTH / DAY 16-Oct	MONTH / DAY 17-Oct	MONTH/ DAY 18-Oct	MONTH / DAY 19-Oct	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00		$54.00	
Lunch	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00		$72.00	
Dinner	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00		$108.00	
Total	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$0.00	$234.00	$ 234.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 | $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.555 (Current Rate) . . . . | $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, If the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . | $

_____ . . . . . | $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE: 00221375

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 234.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER:

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)
	Juan Martinez	

COUNTY AUDITOR'S FORM: T.1.5 (07/11)

Requisition

Req # 00221375

PO #

Date: 08/17/12

Bill To: x
x

Vendor : 312169
GARCIA, JAVIER
C/O FIRE MARSHAL'S

Ship To: FIRE MARSHAL
1615 S. CLOSNER
SUITE H
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
6.00	DAY	Meals for Javier Garcia, Deputy Fire Marshal to attend the 14th Annual Texas Fire Marshals' Conference in Austin, TX. October 14 to October 19, 2012.	39.00	234.00
		Oct 14th - Depart @ 7:00am - $39.00 Oct 15th - 39.00 Oct 16th - 39.00 Oct 17th - 39.00 Oct 18th - 39.00 Oct 19th - 39.00		
		Account No	Encumbrance	
		2-1100-422-10-300-001-0-583	234.00	
			Freight	.00
			Total	234.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00221395

PO #

Date: 08/17/12

Bill To: x
x

Vendor : 401919
CASAS, ROLANDO
C/O FIRE MARSHAL'S OFFICE

Ship To: FIRE MARSHAL
1615 S. CLOSNER
SUITE H
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
6.00	DAY	Meals for Rolando Casas, Deputy Fire Marshal to attend the 14th Annual Texas Fire Marshals' Conference in Austin, TX, October 14 to October 19, 2012.	39.00	234.00
		Oct 14th - Depart @ 7:00am - $39.00 Oct 15th - 39.00 Oct 16th - 39.00 Oct 17th - 39.00 Oct 18th - 39.00 Oct 19th - Arrive @ 7:00pm - 39.00		
		Account No	Encumbrance	
		2-1100-422-10-300-001-0-583	234.00	
			Freight	.00
			Total	234.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00221375

PO #

Date: 08/17/12

Bill To: x
x

Vendor : 312169
GARCIA, JAVIER
C/O FIRE MARSHAL'S

Ship To: FIRE MARSHAL
1615 S. CLOSNER
SUITE H
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
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		2-1100-422-10-300-001-0-583	234.00	
			Freight	.00
			Total	234.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00221395

PO #

Date: 08/17/12

Bill To: x
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Vendor : 401919
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C/O FIRE MARSHAL'S OFFICE

Ship To: FIRE MARSHAL
1615 S. CLOSNER
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EDINBURG TX 78539

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Contract No:

Special Instructions:

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		Account No	Encumbrance	
		2-1100-422-10-300-001-0-583	234.00	
			Freight	.00
			Total	234.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 10/22/12

DEPARTMENT NAME: Fire Marshal

TOTAL NUMBER OF EMPLOYEES TRAVELING: 3

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Juan Martinez, Fire Marshal; Javier Garcia, Deputy Fire Marshal; and Rolando Casas, Deputy Fire Marshal

EVENT INFORMATION

TITLE OF EVENT:	14th Annual Texas Fire Marshals' Conference		
EVENT DATE(S) FROM:	10/15/12	TO:	10/19/12
DEPARTURE DATE:	10/14/12	RETURN DATE:	10/19/12
LOCATION OF EVENT: CITY:	Austin	STATE:	TX

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- X To obtain statutorily required continuing professional education.
- X To obtain continuing education related to an employee's work or maintenance of a license or certification.
- X To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- X To participate in professional organizations related to the employee or official's job assignment.
- X To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- X To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- X To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- X To pursue the County's interests in litigation or criminal justice.
- X To promote the economic development interests of the County.
- X To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 495.00	
Subtotal for Object Code 584	$ 495.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 1,466.25	
11. MEALS	$ 702.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 2,168.25	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 2,663.25	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	X
Private Vehicle**	
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

- X Trip expenses are necessary and will be incurred for official county business.
- X Reasonable efforts to minimize the use of county funds have been explored.
- X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- X If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
	8/27/12	Yolanda Orozco	318-2656

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

___ TRAVEL IS **APPROVED** for the individuals listed below:

___ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Ortiz	9/14/12		292-7025

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:
Sergio Cruz		

COUNTY AUDITOR'S FORM T-1-1 (01/10)

cc 9/11/12

AI-33884 **Constables 6. A.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Constable, Lazaro Gallardo **Submitted By:** Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct # 3 (1284):
1. Approval to accept the Local Border Security Program, FY 2012 (LBSP-12) Grant award in the amount of $40,000.00 from the Texas Ranger Division, Texas DPS for the period of July 06, 2012 to January 31, 2013.
2. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program, FY 2012 (LBSP-12)
3. Approval to appropriate funds from the Local Border Security Program, FY 2012 (LBSP-12) grant award in the amount of $40,000.00.
4. Approval to submit Resolution for the Local Border Security Program, FY 2012 (LBSP-12) Grant to the Texas Ranger Division, Texas DPS as required by the grant.

BACKGROUND

1. Permission to apply for the Operation Borderstar - Local Border Security Program, FY 2012 (LBSP-12) (for overtime and fuel/mileage reimbursement) and authority for County Judge to sign Grant Application was approved by Commissioners Court on 04/24/2012.
2. Grant is for the period of July 06, 2012 to January 31, 2013.

Certification of revenues was requested by Chief Rivera to the Auditor's Office on 08/28/12 via email.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-293-080-2-XXX

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

BUDGETARY IMPACT:

See appropriation for funding source and availability of funds.

CONST.PCT NO. 3- LBSP- REVENUES
2-1284-334-10-293-080-2-000

Expenses relating to Health insurance, Life insurance and unemployment compensation assigned to the overtime hours are to be charged to the Constable Pct. 3 Budget (Account #2-1100-421-00-293-001-0-XXX)

Attachments

Resolution
AWARD LETTER

APPROPRIATION
CERT OF REV

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/23/2012 02:20 PM
Rosalinda Cantu	Rosie Cantu	08/30/2012 02:02 PM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Rachel Cavazos Started On: 08/23/2012 01:32 PM

Final Approval Date: 09/07/2012

State of Texas **Resolution No._____**

County of Hidalgo

Whereas, the County of Hidalgo, Constable Department Pct. 3, has responsibility for Public Safety in the County of Hidalgo; and

Whereas, There exists illegal and criminal activity at and the proximity of the County of Hidalgo threatening the Border Security; and

Whereas, the Hidalgo County Constable Department Pct. 3 is in need of additional resources to combat this illegal and criminal activity; and

Whereas, the County of Hidalgo gives authorization for the Constable Department Pct. 3 to submit a grant application to the Texas Department of Public Safety and sign a InterLocal Cooperation Agreement with the Texas Department of Public Safety for the participation of the Hidalgo County Constable Department Pct. 3 in Operation Border Star (Local Border Security Program);

Whereas, the County of Hidalgo acting through the Office of the Hidalgo County Constable Department Pct. 3, and its Deputy Constables will work in Operation Border Star increasing border security.

Whereas, the County of Hidalgo authorizes its Finance Director or the Constable Precinct 3 to request reimbursements for salaries, fringe benefits and operational costs accumulated by said law enforcement officers pursuant the operation;

Whereas, the County of Hidalgo authorizes its Constable or his designee to submit any and all required performance reports and act as program director for the County of Hidalgo.

Now, therefore, be it resolved by the board of commissioners of the County of Hidalgo:

That the Hidalgo County Constable Department Pct. 3, County of Hidalgo, Texas, is hereby authorized to submit and accept the grant application and award and further execute any required InterLocal Cooperation Agreement to provide for the participation in said Operation.

The Finance Director or the Constable Pct. 3 is hereby authorized to execute requests for reimbursement of salaries, fringe benefits and operational expenses incurred by the Hidalgo County Constable Department Pct. 3 as per this operation.

The Hidalgo County Constable Pct 3 or his designee is hereby authorized to submit, approve and as signature authority on all performance reports relating to the activities of the operation.

Approved and adopted by the board of commissioners of the County of Hidalgo, Texas on this the _____ day of _____ 2012, A.D.

County of Hidalgo

_____

Ramon Garcia, County Judge

Attest:

_____

Arturo Guajardo Jr., County Clerk

NOTICE OF GRANT AWARD

TEXAS RANGER DIVISION

Program Title:	Local Border Security Program FY 2012 (LBSP-12)
Funding Instrument:	General Appropriations Act, Rider 41, 82nd Legislature
Administered by:	Texas Ranger Division Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0600
Grant Number:	LBSP-12-0041
Recipient:	**Hidalgo County Pct. 3 Constable Department**
Amount of Grant:	**$40,000.00**
Period of Grant:	**July 6, 2012 through January 31, 2013**

AGENCY APPROVAL	**GRANT ACCEPTANCE**
Deputy Assistant Director	Printed Name: Title:
Date: 7-9-2012	Date:

Return Signed Original to:

Texas Rangers Division
Texas Department of Public Safety
Attention: Brandy Prinz
P.O. Box 4087
Austin, Texas 78773-0600

DATE: August 6, 2012

2012
Appropriation

DEPARTMENT HEAD: Constable Pct 3- Lazaro Gallardo

DEPARTMENT NAME: DBM for Constable Precinct No. 3

ACCOUNT NUMBER: 2-1284-421-00-293-080-2-293 LBSP GRANT

Contact Person: Dan Broyles Ph#: 956-581-6800

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
2-1284-421-00-293-080-2-131	CONST.PCT NO. 3- LBSP GRANT	OVERTIME	28,911.56
2-1284-421-00-293-080-2-220	CONST.PCT NO. 3- LBSP GRANT	FICA	2,211.73
2-1284-421-00-293-080-2-230	CONST.PCT NO. 3- LBSP GRANT	RETIREMENT	2,875.71
2-1284-421-00-293-080-2-581	CONST.PCT NO. 3- LBSP GRANT	TRAVEL IN COUNTY	6,000.00
2-1284-334-10-293-080-2-000	CONST.PCT NO. 3- LBSP	REVENUES	40,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**40,000.00**

REASON: TO APPROPRIATE THE FY-12 LBSP PROGRAM GRANT FUNDS AWARDED TO THE CONSTABLE PCT NO. 3 OFFICE BY THE TEXAS RANGER DIVISION- TEXAS DEPARTMENT OF PUBLIC SAFETY FOR OVERTIME EXPENDITURES. GRANT PERIOD EFFECTIVE 07-06-12 TO 01-31-12 RC . (GRANT NO. LBSP12-0041 RC

Lazaro Gallardo
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

September 5, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Ranger Division - Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$40,000.00	Award No. LBSP-12-0041 (Pct. 3 Constable)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/5/12
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-33920 **Constables 6. B.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Joel Rivera, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct # 4 (1284):
1. Approval to accept the Local Border Security Program, FY 2012 (LBSP-12) Grant award in the amount of $40,000.00 from the Texas Ranger Division, Texas DPS for the period of July 06, 2012 to January 31, 2013.
2. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program, FY 2012 (LBSP-12)
3. Approval to appropriate funds from the Local Border Security Program, FY 2012 (LBSP-12) grant award in the amount of $40,000.00.
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BACKGROUND

1. Permission to apply for the Operation Borderstar - Local Border Security Program, FY 2012 (LBSP-12) (for overtime and fuel/mileage reimbursement) and authority for County Judge to sign Grant Application was approved by Commissioners Court on 04/24/2012.
2. Grant is for the period of July 06, 2012 to January 31, 2013.

Certification of revenues was requested by Chief Rivera to the Auditor's Office on 08/28/12 via email.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-294-080-2-131

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

BUDGETARY IMPACT:

See appropriation for funding source and availability of funds.

CONST.PCT NO. 4- LBSP- REVENUES
2-1284-334-10-294-080-2-000

Expenses relating to Health insurance, Life insurance and unemployment compensation assigned to the overtime hours are to be charged to the Constable Pct. 4 Budget (Account #2-1100-421-00-294-001-0-XXX)

Attachments

LBSP award
resolution
APPROPRIATION

cert of revenues

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/28/2012 04:40 PM
Rosalinda Cantu	Rosie Cantu	08/30/2012 11:33 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Joel Rivera Started On: 08/28/2012 04:13 PM

Final Approval Date: 09/07/2012

NOTICE OF GRANT AWARD

TEXAS RANGER DIVISION

Program Title:	Local Border Security Program FY 2012 (LBSP-12)
Funding Instrument:	General Appropriations Act, Rider 41, 82nd Legislature
Administered by:	Texas Ranger Division Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0600
Grant Number:	LBSP-12-0042
Recipient:	**Hidalgo County Pct. 4 Constable Department**
Amount of Grant:	**$40,000.00**
Period of Grant:	**July 6, 2012 through January 31, 2013**

AGENCY APPROVAL	**GRANT ACCEPTANCE**
Deputy Assistant Director	Printed Name: Title:
Date: 7-9-2012	Date:

Return Signed Original to:

Texas Rangers Division
Texas Department of Public Safety
Attention: Brandy Prinz
P.O. Box 4087
Austin, Texas 78773-0600

State of Texas **Resolution No._____**

County of Hidalgo

Whereas, the County of Hidalgo, Constable Department Pct. 4, has responsibility for Public Safety in the County of Hidalgo; and

Whereas, There exists illegal and criminal activity at and the proximity of the County of Hidalgo threatening the Border Security; and

Whereas, the Hidalgo County Constable Department Pct. 4 is in need of additional resources to combat this illegal and criminal activity; and

Whereas, the County of Hidalgo gives authorization for the Constable Department Pct. 4 to submit a grant application to the Texas Department of Public Safety and sign a InterLocal Cooperation Agreement with the Texas Department of Public Safety for the participation of the Hidalgo County Constable Department Pct. 4 in Operation Border Star (Local Border Security Program);

Whereas, the County of Hidalgo acting through the Office of the Hidalgo County Constable Department Pct. 4, and its Deputy Constables will work in Operation Border Star increasing border security.

Whereas, the County of Hidalgo authorizes its Finance Director or the Constable Precinct 4 to request reimbursements for salaries, fringe benefits and operational costs accumulated by said law enforcement officers pursuant the operation;

Whereas, the County of Hidalgo authorizes its Constable or his designee to submit any and all required performance reports and act as program director for the County of Hidalgo.

Now, therefore, be it resolved by the board of commissioners of the County of Hidalgo:

That the Hidalgo County Constable Department Pct. 4, County of Hidalgo, Texas, is hereby authorized to submit and accept the grant application and award and further execute any required InterLocal Cooperation Agreement to provide for the participation in said Operation.

The Finance Director or the Constable Pct. 4 is hereby authorized to execute requests for reimbursement of salaries, fringe benefits and operational expenses incurred by the Hidalgo County Constable Department Pct. 4 as per this operation.

The Hidalgo County Constable Pct 4 or his designee is hereby authorized to submit, approve and as signature authority on all performance reports relating to the activities of the operation.

Approved and adopted by the board of commissioners of the County of Hidalgo, Texas on this the _____ day of _____ 2012, A.D.

County of Hidalgo

_____

Ramon Garcia, County Judge

Attest:

_____

Arturo Guajardo Jr., County Clerk

DATE: August 29, 2012

2012
Appropriation

DEPARTMENT HEAD: Constable Pct 4- Constable J.E. Guerra

DEPARTMENT NAME: DBM for Constable Precinct No. 4

ACCOUNT NUMBER: 2-1284-421-00-294-080-2-XXX LBSP GRANT

Contact Person: Joel Rivera **Ph#:** 956-383-8560

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
2-1284-421-00-294-080-2-131	CONST.PCT NO. 4- LBSP GRANT	OVERTIME	34,013.00
2-1284-421-00-294-080-2-220	CONST.PCT NO. 4- LBSP GRANT	FICA	2,602.00
2-1284-421-00-294-080-2-230	CONST.PCT NO. 4- LBSP GRANT	RETIREMENT	3,385.00
2-1284-334-10-294-080-2-000	CONST.PCT NO. 4- LBSP	REVENUES	40,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**40,000.00**

REASON: TO APPROPRIATE THE FY-12 LBSP PROGRAM GRANT FUNDS AWARDED TO THE CONSTABLE PCT NO. 4 OFFICE BY THE TEXAS RANGER DIVISION- TEXAS DEPARTMENT OF PUBLIC SAFETY FOR OVERTIME EXPENDITURES. GRANT PERIOD EFFECTIVE 07/06/2012 TO 01/31/2013. (GRANT NO. LBSP12-0042)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

August 30, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Ranger Division - Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$40,000.00	Award No. LBSP-12-0042 (Pct. 4 Constable)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/4/12
Date

THE COUNTY OF HIDALGO TEXAS

AI-34114 **County Judge's Office 7. A.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Karina Cardoza **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition of John Carlos Trevino for receiving a 2012 Excellence in My Market Award (EMMA) by the National Academy of Television Arts and Sciences for "Operation: Clean Slate" PSA

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2012 11:29 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Monica Badillo Started On: 09/07/2012 10:29 AM

Final Approval Date: 09/07/2012

AI-34123 **County Judge's Office 7. B.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: County Judge's (Adrian Guerra) **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration, and possible action regarding audit report submitted by the Emergency Services District No. 3 for year ended 12/31/11

BACKGROUND

Health and Safety Code Section 775.082(b) states that a district shall prepare and file, with the Commissioners Court of each county that contains any part of the district on or before June 1 of each year, an audit report of the district's fiscal accounts and records. Section 775.082(d) states the Commissioners Court, on application made to the Commissioners Court by the District, may extend up to an additional 30 days the deadline for filing the audit report. The County Auditor's Office requested that ESD #1, 2, 3, & 4 submit a copy of their audit reports.

Emergency Services District #3 submitted audit reports for years 2006-2010 and approved in July 2012.

Attachments

letter

REPORT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2012 04:18 PM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Monica Badillo Started On: 09/07/2012

Final Approval Date: 09/07/2012

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

RECEIVED
SEP 05 2012
COUNTY JUDGE

September 4, 2012

Honorable Ramon Garcia, County Judge
Hidalgo County Judge's Office
1615 S. Closner, Suite J
Edinburg, Texas 78539

Subject: Emergency Services District No. 3
Financial Report for the Year Ended December 31, 2011

Dear Judge Garcia:

Pursuant to Health and Safety Code §775.082(b), an emergency services district shall prepare and file with the commissioners court of each county that contains any part of the district on or before June 1 of each year an audit report of the district's fiscal accounts and records.

Attached please find three (3) copies of the audited financial report for Emergency Services District No. 3 for the Year Ended December 31, 2011. Please prepare an agenda item on the next available Commissioners Court meeting for presentation and acceptance of the financial report.

If you have questions, please do not hesitate to call me at 318-2511 ext. 4604.

Respectfully,

Raymundo Eufracio, CPA
Hidalgo County Auditor

Enclosures (3)

cc: Yolanda Chapa, Chief Administrator
Hidalgo County Judge's Office
(w/o enclosures)

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

HIDALGO COUNTY
EMERGENCY SERVICE DISTRICT NO. 3

P.O. Box 3489
Edinburg, Texas 78539

Phone: (956) 739-6842
Fax: (956) 287-4487
E-mail: fpradolaw@msn.com

August 30, 2012

Mr. Ray Eufracio, CPA
Hidalgo County Auditor
2808 South Business Highway 281
Edinburg, Texas 7839

RE: Hidalgo County ESD # 3 -- 2011 Audit

Dear Mr. Eufracio:

Enclosed, please find four (4) copies of the Hidalgo County Emergency Services District No. 3's audited financial statement for the year ended December 31, 2011 for distribution to your office, the County Commissioners' Court, and the Precinct 4 Commissioner's office as needed.

If you have any questions, please do not hesitate to contact me.

Sincerely,

FRANCISCO J. PRADO, JR.
General Counsel
Hidalgo County ESD # 3

Encl. (4 Copies 2011 Audit)

Received by: Keta Zambrano Date: 8/30/12

Printed Name

RECEIVED BY COUNTY AUDITOR 2012 AUG 30 PM 3 18

SCANNED
AUG 30 2012
Initials:

Oscar R. González, CPA
&
Associates, P.L.L.C.
Certified Public Accountants
208 W. Ferguson Unit #1 • Pharr, Texas 78577
Tel: (956) 787-9909 • Fax: (956) 787-3067
Email: org110n@aol.com

Oscar R. González
Melissa González

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Hidalgo County Emergency Services District No. 3

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Hidalgo County Emergency Services District No. 3, as of and for the year ended December 31, 2011, which collectively comprise the Hidalgo County Emergency Services District No. 3's basic financial statements and have issued our report thereon dated August 22, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Hidalgo County Emergency Services District No. 3's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Hidalgo County Emergency Services District No. 3's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Hidalgo County Emergency Services District No. 3's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above. However, we identified certain deficiencies in internal control over financial reporting, described in the accompanying schedule of findings and questioned costs that we consider to be significant deficiencies in internal control over financial reporting. (2011-1) through (2011-7). A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Hidalgo County Emergency Services District No. 3's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests found no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Hidalgo County Emergency Services District No. 3's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit Hidalgo County Emergency Services District No. 3's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of management, Board of Directors, others within the entity, and is not intended to be and should not be used by anyone other than these specified parties.

Oscar R. Gonzalez, CPA & Associates, PLLC
Certified Public Accountants
Pharr, Texas

August 22, 2012

Hidalgo County Emergency Services District No. 3
Schedule of Findings and Questioned Cost
For the Year Ended December 31, 2011

B. Financial Statement Findings

Schedule Reference (2011-1) FINANCIAL STATEMENT PREPARATION AND OTHER REPORTING MATTERS

Criteria: Individual responsible for accounting should possess the sufficient knowledge to prepare financial statements in accordance with GAAP.

Condition: The District's Individual responsible for accounting possesses the necessary accounting experience to reliably initiate, authorize and process financial data and to report such financial data for internal management purposes. However, their job functions are not designed to require that they maintain current expertise in financial reporting requirements for externally released financial statements that are prepared in accordance with U.S. Generally Accepted Accounting Principles (GAAP) including the presentation format of the financial statements and all of the related footnotes that accompany such financial statements.

Cause: Lack of knowledge about financial statement preparation.

Effect: Accounting staff does not possess the sufficient knowledge to prepare financial statements in accordance with GAAP.

Recommendation: The District's financial staff should obtain training in financial reporting and footnote presentation in order to ensure that its financial statements to comply with GAAP.

Questioned Costs: - $0 –

Schedule Reference (2011-2) CONTROLS OVER CERTIFICATE OF DEPOSIT INVESTMENTS

Criteria: In order for the District to reflect the proper balance in all their assets, all certificate of deposit accounts need to be posted in the books of the District and reconciled at least quarterly in order to assure that the District has accurate and current asset balances.

Condition: Investments in certificate of deposits were not recorded in the books; consequently activity on the accounts was not posted nor reconciled on the books of the District.

Cause: Lack of control over investment balances and activity.

Effect: Investments in certificate of deposits were not reflected on the books of the District, and activity was not reconciled.

Recommendation: The balance on all certificate of deposit investments needs to be included in the books of the District and reconciled at least quarterly in order to assure that the District has accurate and current balances.

Questioned Costs: - $0 –

Schedule Reference (2011-3) CONTROLS OVER ACCRUAL OF PROPERTY TAX RECEIVABLES

Criteria: Property tax assessed and not collected at the end of the fiscal year must be accrued as property tax receivables, and reduced by its appropriate allowance for uncollectible taxes in accordance with the District's policy.

Condition: No accrual is being made of property tax assessed and not collected by the end of the fiscal year as property tax receivables.

Cause: Lack of controls over the recording of property tax receivable amounts.

Effect: The District's books did not reflect property tax receivables owed to the District.

Recommendation: Cutoff procedures need to be performed on property tax receivable balances near after the end of the fiscal year in order to assure that receivables assessed during the fiscal year are included as receivables if not collected by the end of the fiscal year.

Questioned Costs: - $0 –

Schedule Reference (2011-4) CONTROLS OVER ACCRUAL OF ACCOUNTS PAYABLE

Criteria: Proper accrual of transactions in accordance with GAAP requires for the recording of all expenditures using the modified accrual basis of accounting where expenditures are recorded when the related fund liability is incurred.

Condition: Accounts payable cutoff testing procedures revealed that various cash disbursement transactions that were paid after the end of the fiscal year had been incurred during the fiscal year being audited and were recorded as expenditures in the subsequent year.

Cause: Lack of controls over cutoff procedures of accounts payable transactions occurring near after the end of the fiscal year.

Effect: Expenditures that belong to the fiscal year being audited were being recorded as expenditures for the subsequent year.

Recommendation: Cutoff procedures need to be performed on expenditures occurring near after the end of the fiscal year in order to assure that transactions that were incurred during the fiscal year are included as expenditures in the proper year.

Questioned Costs: - $0 –

Schedule Reference (2011-5) CONTROLS OVER ACCRUAL OF INTEREST EARNED ON INVESTMENTS

Criteria: Interest revenue earned but not yet paid to the District on its certificate of deposit investments needs to be recorded as accrued interest receivable and recorded as earned revenue in the appropriate year even if no actual collection has been made.

Condition: No revenue is being accrued on interest earned due to the passage of time of certificate of deposit investments.

Cause: Investments in certificate of deposits have not been recorded on the books.

Effect: No revenue is being accrued on interest earned due to the passage of time of certificate of deposit investments.

Recommendation: Once investments are recorded, cutoff procedures need to be performed on certificate of deposit balances in order to determine the amount of revenue that has been earned due to the passage of time, and not yet collected by the District.

Questioned Costs: - $0 –

Schedule Reference (2011-6) LACK OF ACCOUNTING AND INVESTING POLICIES

Criteria: In order to adequately maintain the processes, authorizations, records and other internal control requirements over purchasing, accounting and investing activities, a written policy must be adopted and authorized by the board of directors and followed as directed.

Condition: The District's policies and procedures did not have a policy in place that adequately describes the processes, authorizations, records and other internal controls required in order for the District to maintain effective control and accountability over purchasing, accounting and investing transactions.

Cause: Lack of control over accounting and investing activities.

Effect: The District does not have an accounting or investment procedures manual.

Recommendation: Implement an accounting and investing procedures manual as soon as possible, in order to ensure that the process, authorizations, records and other internal control requirements are being observed as established.

Questioned Costs: - $0 –

Schedule Reference (2011-7) COLLATERIZED CASH DEPOSITS

Criteria: The cash deposits should be covered by either FDIC Insurance or Collaterized Securities.

Condition: During the audit we found that the deposits were not fully insured. The amount not insured by Lone Star National Bank at December 31, 2011 was $265,049.

Cause: Lack of control over accounting and investing activities.

Effect: The District does not have an accounting or investment procedures manual.

Recommendation: The District should consider reviewing the insured deposits on a monthly basis.

Questioned Costs: - $0 –

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO.3
Summary Schedule of Prior Audit Findings
For the Year Ended December 31, 2011

Schedule Reference (2010-1) FINANCIAL STATEMENT PREPARATION AND OTHER REPORTING

Recommendation: The District's financial staff should obtain training in financial reporting and footnote presentation in order to ensure that its financial statements to comply with GAAP.

Current Condition: Not Corrected

Schedule Reference (2010-2) CONTROLS OVER CERTIFICATE OF DEPOSIT INVESTMENTS

Recommendation: The balance on all certificate of deposit investments needs to be included in the books of the District and reconciled at least quarterly in order to assure that the District has accurate and current balances.

Current Condition: Not Corrected

Schedule Reference (2010-3) CONTROLS OVER ACCRUAL OF PROPERTY TAX RECEIVABLES

Recommendation: Cutoff procedures need to be performed on property tax receivable balances near after the end of the fiscal year in order to assure that receivables assessed during the fiscal year are included as receivables if not collected by the end of the fiscal year.

Current Condition: Not Corrected

Schedule Reference (2010-4) CONTROLS OVER ACCRUAL OF ACCOUNTS PAYABLE

Recommendation: Cutoff procedures need to be performed on expenditures occurring near after the end of the fiscal year in order to assure that transactions that were incurred during the fiscal year are included as expenditures in the proper year.

Current Condition: Not Corrected

Schedule Reference (2010-5) CONTROLS OVER ACCRUAL OF INTEREST EARNED ON INVESTMENTS

Recommendation: Once investments are recorded, cutoff procedures need to be performed on certificate of deposit balances in order to determine the amount of revenue that has been earned due to the passage of time, and not yet collected by the District.

Current Condition: Not Corrected

Schedule Reference (2010-6) LACK OF ACCOUNTING AND INVESTING POLICIES

Recommendation: Implement an accounting and investing procedures manual as soon as possible, in order to ensure that the process, authorizations, records and other internal control requirements are being observed as established.

Current Condition: Not Corrected

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT No. 3
Corrective Action Plan
For the Year Ended September 30, 2011

Schedule Reference (2011-1) FINANCIAL STATEMENT PREPARATION AND OTHER REPORTING MATTERS

Name of Contact: Rudy Zamora, Fred Karle, Louie Kieffer, Donato Salinas, Joe Peralez

Corrective Action Planned: The District's financial staff will obtain training in financial reporting and footnote presentation in order to ensure that its financial statements to comply with GAAP.

Anticipated Completion Date: As soon as possible.

Schedule Reference (2011-2) CONTROLS OVER CERTIFICATE OF DEPOSIT INVESTMENTS

Name of Contact: Rudy Zamora, Fred Karle, Louie Kieffer, Donato Salinas, Joe Peralez

Corrective Action Planned: In order for the District to reflect the proper balance in all their assets, all certificate of deposit accounts will be posted in the books of the District and reconciled at least quarterly in order to assure that the District has accurate and current asset balances.

Anticipated Completion Date: As soon as possible.

Schedule Reference (2011-3) CONTROLS OVER ACCRUAL OF PROPERTY TAX RECEIVABLES

Name of Contact: Rudy Zamora, Fred Karle, Louie Kieffer, Donato Salinas, Joe Peralez

Corrective Action Planned: Cutoff procedures will be performed on property tax receivable balances near after the end of the fiscal year in order to assure that receivables assessed during the fiscal year are included as receivables if not collected by the end of the fiscal year.

Anticipated Completion Date: As soon as possible.

Schedule Reference (2011-4) CONTROLS OVER ACCRUAL OF ACCOUNTS PAYABLE

Name of Contact: Rudy Zamora, Fred Karle, Louie Kieffer, Donato Salinas, Joe Peralez

Corrective Action Planned: Cutoff procedures will be performed on expenditures occurring near after the end of the fiscal year in order to assure that transactions that were incurred during the fiscal year are included as expenditures in the proper year.

Anticipated Completion Date: As soon as possible.

Schedule Reference (2011-5) CONTROLS OVER ACCRUAL OF INTEREST EARNED ON INVESTMENTS

Name of Contact: Rudy Zamora, Fred Karle, Louie Kieffer, Donato Salinas, Joe Peralez

Corrective Action Planned: Once investments are recorded, cutoff procedures will be performed on certificate of deposit balances in order to determine the amount of revenue that has been earned due to the passage of time, and not yet collected by the District.

Anticipated Completion Date: As soon as possible.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT No. 3
Corrective Action Plan
For the Year Ended September 30, 2011

Schedule Reference (2011-6) LACK OF ACCOUNTING AND INVESTING POLICIES

Name of Contact: Rudy Zamora, Fred Karle, Louie Kieffer, Donato Salinas, Joe Peralez

Corrective Action Planned: The entity will implement an accounting and investing procedures manual as soon as possible, in order to ensure that the process, authorizations, records and other internal control requirements are being observed as established.

Anticipated Completion Date: As soon as possible.

Schedule Reference (2011-7) COLLATERIZED CASH DEPOSITS

Name of Contact: Rudy Zamora, Fred Karle, Louie Kieffer, Donato Salinas, Joe Peralez

Corrective Action Planned: The entity will implement an accounting and investing procedures manual as soon as possible, and assure the bank is insuring the deposits. They will also observe the pledges are enough to cover their interest.

Anticipated Completion Date: As soon as possible.

AI-33987 **County Clerk 8. A.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Discussion, consideration and approval of Texas Official Bond and Oath in the amount of $500,000.00 for the County Treasurer's Chief Deputy, Fred Zamarripa as recommended by the County Auditor as set forth under Local Government Code, Section 83.009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-16-150-001-0-529

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

BUDGETARY IMPACT:

Funds available through PO#680010 in the amount of $3,866.00 as of 9/7/12 for Montalvo Insurance Agency, Inc.

Attachments

Texas Official Bond

Invoice

Sec. 83.009

Purchase Order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 04:26 PM
Erika Zamora	Erika Zamora	09/07/2012 03:16 PM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Sandra Solis Started On: 08/30/2012 03:31 PM

Final Approval Date: 09/07/2012

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
(515) 243-8171
(515) 243-3854 FAX

MERCHANTS BONDING COMPANY

AUSTIN OFFICE
P.O. BOX 26720
AUSTIN, TX 78755-0720
(512) 343-9033
(512) 343-8363 FAX

FILED
AT 2:47 O'CLOCK P M
AUG 29 2012
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Hidalgo } ss.

Bond No. TX 803134

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Alfredo Zamarripa, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Hidalgo County Judge, his successors in office, in the sum of Five Hundred Thousand Dollars ($500,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 1st day of January, 2011, duly Appointed to the office of County Treasurer's Office Chief Deputy in and for Hidalgo County in the State of Texas, for a term beginning the 30th day of July, 2012 and ending the 31st day of December, 2014.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall

"faithfully perform the duties of office"

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 24th day of July 2012

Alfredo Zamarripa
Principal

Alfredo Zamarripa
MERCHANTS BONDING COMPANY (Mutual)
By: _____
Leandra Vasquez Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Hidalgo } ss.

Before me, Angela Garcia, a notary public, on this day personally appeared Alfredo Zamarripa known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at 2818 S. Bus. 281 Edinburg, TX 78539
this 24th day of July, 2012

Angela Garcia
Hidalgo County, Texas.

SEAL
ANGELA GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-26-2016

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____

_____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, Alfredo Zamarripa, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Hidalgo County Treasury Chief Deputy, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Alfredo Zamarripa

Sworn to and subscribed before me at Edinburg, Texas, this 30th day of July, 2012

ANGELA GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-26-2016

Angela Garcia

Hidalgo County, Texas

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date _____, _____

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ____ M., and duly recorded the _____ day of _____, _____, at _____ o'clock ____ M., in the Records of Official Bonds of said County in Volume _____, on page _____

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

FILED
AT 2:47 O'CLOCK P M
AUG 29 2012
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY
for Company Employees

Bond #: 13 813 23

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint the following company employees, individually,

Leandra Vasquez

of **Austin** and State of **Texas** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Unlimited

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of January , 2012 .

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 1st day of January , 2012 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

MARANDA GREENWALT
Commission Number 770312
My Commission Expires
October 28, 2014

Maranda Greenwalt

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of July , 2012 .

William Warner Jr.

Secretary

POA 0015 (11/11)

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

FILED
AT 2:47 O'CLOCK P M
AUG 29 2012
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

July 27, 2012

Hidalgo County Treasurer's Office
2810 S. Business Hwy 281
Edinburg, TX. 78539

Re: Hidalgo County Treasurer's Office Chief Deputy
Bond # TX803134
Effective: 7/30/12 – 12/31/14

Dear Mr. Zamarripa,
We are pleased to enclose the above mentioned bond.
To fully execute bond: Sign on first page indicated as Principal.
Second page, section indicated as Oath of Office
(General) must be completed and sign at time of oath.

The section on page 2 starting with the wording THE STATE OF TEXAS will be completed depending on the county's guidelines and requirements.

The original executed bond is keep by the obligee. Please forward us a copy Of the fully executed bond for our file. Copy can be via fax or email.

Please call us if you have any questions.

Thank you,
San Juanita Palacios

BBB ALL FORMS OF INSURANCE Trusted Choice

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596
Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

INVOICE

Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco, TX 78599

FILED
AT 2:47 O'CLOCK P M
AUG 29 2012
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Customer	Alfredo Zamarripa 3207
Date	07/27/2012
Customer Service	Ramon Montalvo San Juanita Palacios
Page	1 of 1

Payment Information	
Invoice Summary	3,866.00
Payment Amount	
Payment for:	Invoice#43651
TX803134	

Alfredo Zamarripa
830 N. 7th St.
Edinburg, TX 78539

Thank You

Please detach and return with payment

Customer: Alfredo Zamarripa

Invoice	Effective	Transaction	Description	Amount
43651	07/30/2012	New business	Policy #TX803134 07/30/2012-12/31/2014 Merchants Bonding Company Bond - New business	3,866.00

Total
3,866.00

Thank You

Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco, TX 78599	(956)968-5521	**Date** 07/27/2012

Sec. 83.007. STATUTORY REFERENCE: FUNCTION OF TREASURER IN COUNTY THAT HAS ABOLISHED OFFICE. In a county for which the office of county treasurer has been abolished, a reference in this code or other state statute to the county treasurer means the person who performs the powers or duties of the county treasurer in that county.

Added by Acts 2007, 80th Leg., R.S., Ch. 934, Sec. 1, eff. September 1, 2007.

Sec. 83.008. SURETY BOND ON ASSISTANT TREASURERS, DEPUTIES, AND EMPLOYEES; SELF-INSURANCE. (a) If a county treasurer employs only one assistant or deputy, the county treasurer shall execute a surety bond to cover the assistant or deputy and shall execute a schedule surety bond or a blanket surety bond to cover all other employees of the office. If a county treasurer employs more than one assistant or deputy, the county treasurer shall execute a blanket surety bond to cover the assistants or deputies and all other employees of the office.

(b) Instead of a county treasurer obtaining a bond as required by Subsection (a), the county may self-insure against losses that would have been covered by the bond.

(c) The bond under this section must be conditioned in the same manner and must be for the same amount as the bond for the county treasurer under Section 83.002. The bond must be made payable to the county judge for the use and benefit of the county treasurer.

Added by Acts 2011, 82nd Leg., R.S., Ch. 606, Sec. 4, eff. September 1, 2011.

Sec. 83.009. ASSISTANT TREASURER OR TREASURY DEPUTY. (a) The appointment of an assistant treasurer or treasury deputy must be in writing, be signed by the county treasurer, and bear the seal of the county court.

(b) A person appointed as an assistant treasurer or treasury deputy, before beginning to perform the duties of office, must take and subscribe the official oath, which, together with the certificate of the officer administering the oath, must be endorsed on the appointment. The appointment and oath shall be deposited and recorded in the county clerk's office.

(c) An assistant treasurer or treasury deputy acts in the name of the county treasurer as directed by the county treasurer and may perform all official acts that the county treasurer may perform at the discretion of the county treasurer.

Added by Acts 2011, 82nd Leg., R.S., Ch. 606, Sec. 4, eff. September 1, 2011.

Purchase Order

COUNTY OF HIDALGO

PO#: 680010

DATE: 08/24/12

VENDOR: 72745 REQ:00221682

Email:

Phone:(956)968-5521

MONTALVO INSURANCE AGENCY, INC.
P. O. BOX 2
WESLACO TX 78599-0002

Vendor Acct:

BUYER: JMUNOZ
SHIP TO: COUNTY TREASURER
2810 S. BUSINESS HWY 281
EDINBURG TX 78539-6243

CONTACT:
SITE: COUNTY TREASURER

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	OM Policy# TX803134 07/30/2012-12/31/2014 Merchants Bonding Company Bond - Coverage for: Alfredo Zamarripa - Chief Deputy	3,866.00	3,866.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		3,866.00
		********** For Hidalgo County use only **********		
		2-1100-415-16-150-001-0-529 3,866.00		
		Approved		

Authorized by: Martha L. Salazar ML

AI-34008 **County Clerk 8. B.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Discussion, consideration and approval of Crime Policy Surety Bond in the amount of 50,000.00 for the Hidalgo County Treasurer's Office as recommended by the County Auditor as set forth under Local Government Code, Section 83.008.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-16-150-001-0-529

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

BUDGETARY IMPACT:

Funds available as of 9/7/12 in the amount of $348.00 for Montalvo Insurance Agency, Inc.

Attachments

Crime Policy Surety Bond

Invoice

Section 83.008

Purchase Order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2012 12:55 PM
Erika Zamora	Erika Zamora	09/07/2012 03:19 PM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Sandra Solis Started On: 08/31/2012 10:35 AM

Final Approval Date: 09/07/2012

AT 2:47 FILED O'CLOCK P M
AUG 29 2012
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY

CRIME POLICY DECLARATIONS
FORM A

This policy consists of this Declarations Form, the Common Policy Conditions, the Crime General Provisions Form, one or more Coverage Forms, and endorsements if any issued to form a part of the policy.

POLICY NO. CBB 2122853

COMPANY

OLD REPUBLIC
Surety Company

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

1. NAMED INSURED
HIDALGO COUNTY TREASURER'S OFFICE

2. MAILING ADDRESS
2810 S BUSINESS HWY 281 EDINBURG, TX 78539-6243

3. POLICY PERIOD: From JULY 30, 2012 to UNTIL CANCELLED
(12:01 A.M. Standard Time at your mailing address shown above)

4. COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE

Coverage Forms Forming Part of This Policy	Limit of Insurance	Deductible Amount
COVERAGE FORM O	$50,000.00	-0-

5. ENDORSEMENTS FORMING PART OF THIS POLICY WHEN ISSUED:
CR 01 11 03 87
IL 01 71 09 92
IL 02 88 11 92
LIMIT OF LIABILITY /OCCURRENCE ENDORSEMENT

6. CANCELLATION OF PRIOR INSURANCE: By acceptance of this Policy you give us notice cancelling prior policy or bond Nos.

the cancellation to be effective at the time this Policy becomes effective.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Assistant Secretary

President

COUNTERSIGNED JULY 23, 2012 BY
(Date) (Authorized Representative)

TERESA SEGOVIA

ORSC 21386 (11-92)

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

FILED
AT 2:47 O'CLOCK P M
AUG 29 2012
ARTURO GUAJARDO, JR., CO
HIDALGO COUNTY, TX
BY

July 30, 2012

Hidalgo County Treasurer's Office
Mrs. Norma G. Garcia – Hidalgo County Treasurer
2810 S. Business Hwy. 281
Edinburg, TX 78539-6243

Re: Crime Policy #CBB2122853
Policy Period: 07-30-12 / 07-30-13

Dear Mrs. ~~Garcia~~, Norma

Thank you for the confidence that you have placed in the Montalvo Insurance Agency to handle this protection of coverage for you. We are pleased to enclose the above mentioned policy.

The Crime policy provides coverage at the limits specified on your policy. Like all insurance contracts this policy contains limitation and exclusions.
We ask that you review your policy in detail. In the event of a loss, any change that is needed to the policy or a change in the conditions existing at the time the policy was written; please notify us at once to avoid the possibility of jeopardizing your coverage.

Your goodwill as an insured is of great importance to us. Therefore, we wish to offer you every service, which we feel would be to your advantage. We value your business and ask that you consult us for professional counseling on all your insurance needs.

If you have any questions or concerns, regarding your policy please do not hesitate to call us.

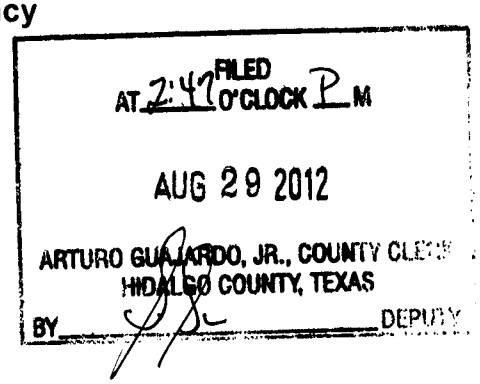
Note:
Higher limit and broader coverage Available

Thanks!

Sincerely,
Ramon Montalvo III, CIC

INVOICE

Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco, TX 78599



Customer	Hidalgo County Treasurer's Office
	3208
Date	07/30/2012
	Ramon Montalvo
	San Juanita Palacios
Page	1 of 1

Premium Amount	348.00
Policy #	Invoice#43652
CCB2122853	

Thank You

Hidalgo County Treasurer's Office
2810 S. Business Hwy. 281
Edinburg, TX 78539

Please detach and return with payment

Customer: Hidalgo County Treasurer's Office

Invoice	Effective	Transaction	Description	Amount
43652	07/30/2012	New business	Policy #CCB2122853 07/30/2012-07/30/2013 Old Republic Surety Company Employee Dishonesty - New business	348.00

Total
348.00

Thank You

Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco, TX 78599	(956)968-5521

Paid
07/30/2012

Sec. 83.007. STATUTORY REFERENCE: FUNCTION OF TREASURER IN COUNTY THAT HAS ABOLISHED OFFICE. In a county for which the office of county treasurer has been abolished, a reference in this code or other state statute to the county treasurer means the person who performs the powers or duties of the county treasurer in that county.

Added by Acts 2007, 80th Leg., R.S., Ch. 934, Sec. 1, eff. September 1, 2007.

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(c) The bond under this section must be conditioned in the same manner and must be for the same amount as the bond for the county treasurer under Section 83.002. The bond must be made payable to the county judge for the use and benefit of the county treasurer.

Added by Acts 2011, 82nd Leg., R.S., Ch. 606, Sec. 4, eff. September 1, 2011.

Sec. 83.009. ASSISTANT TREASURER OR TREASURY DEPUTY. (a) The appointment of an assistant treasurer or treasury deputy must be in writing, be signed by the county treasurer, and bear the seal of the county court.

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(c) An assistant treasurer or treasury deputy acts in the name of the county treasurer as directed by the county treasurer and may perform all official acts that the county treasurer may perform at the discretion of the county treasurer.

Added by Acts 2011, 82nd Leg., R.S., Ch. 606, Sec. 4, eff. September 1, 2011.

Purchase Order

COUNTY OF HIDALGO

PO#: 679780

DATE: 08/21/12

VENDOR: 72745 REQ:00220470

Email:

Phone: (956)968-5521

MONTALVO INSURANCE AGENCY, INC.
P. O. BOX 2
WESLACO TX 78599-0002

Vendor Acct:

BUYER: JMUNOZ
SHIP TO: COUNTY TREASURER
2810 S. BUSINESS HWY 281
EDINBURG TX 78539-6243

CONTACT:
SITE: COUNTY TREASURER

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	OM Policy# CCB2122853 07/30/2012 - 07/30/2013 Old Republic Surety Company Employee Dishonesty - Coverage for County Treasurer Employees (excludes Chief Deputy)	348.00	348.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		348.00
		********** For Hidalgo County use only **********		
		2-1100-415-16-150-001-0-529 348.00		
		Approved		

Authorized by: Martha L. Salazar

AI-33913 **Sheriff's Office 9. A.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Captain Rodolfo Espinoza **Submitted By:** Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and approval of cell phone upgrade plans through the County's membership/ participation with Contract #DIR-SDD-1780 through Sprint.

Qty.	Plan	Monthly Rate
7	Business Advantage Unlimited Messaging & Data 450	$53.19
5	Business Advantage Unlimited Messaging & Data 200	$37.99
55	Business Advantage Unlimited Messaging & Data 300	$37.99
67	Premium Data Charge	$10.00

Total Cell Phones: 67
Estimated Monthly Rate: $3,321.73

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1229-421-00-280-007-0-532

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

BUDGETARY IMPACT:

Available balance in Requisition #221993 as of 08/29/12 - $19,930.38 for Sprint

Attachments

Sprint Rate Plan
Wireless Device Request Form W.2011.2
Requisition #221993

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/29/2012 09:44 AM
Budget & Management	Merlen P. Munoz	08/29/2012 09:55 AM
Manuel Chapa	Manuel Chapa	08/29/2012 02:47 PM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Rosie Hinojosa Started On: 08/28/2012 03:25 PM

Final Approval Date: 09/07/2012

Sprint Together with Nextel — CDMA Quotation - GPS Upgrade - Utility

Customer Information

Customer Name:	Hidalgo County Sheriff's Office
Financial Contact Name:	Rosie Hinajosa
Address:	711 E Cibolo Road
City:	Edinburg
State:	TX
Zip:	78539
Financial Contact Phone:	(956) 393-6029
Email Address:	rosie.hinojosa@hidalgoso.org
Acct # (if applicable):	

Sales Representative Information

Name & Title:	Mike Salyers
Phone:	956-451-8549
Email Address:	michael.salyers@sprint.com

EFT/Contract Information

Financial Instution:	United Missouri Bank - 1008 Oak Street, Kansas City, MO 64106
ACH Coordinator:	Judy Sweeze - 816-860-3821
Routing Transit Number:	
Depositor Account Title:	Sprint PCS
Depositor Acccount Number:	9870994712
Remit To Address:	P.O. Box 219554, Kansas City, MO 64121
Vendor PO Address:	12524 Sunrise Valley Drive, Reston, VA 20196
Contract Vehicle & Number:	DIR SDD 1780
Cage Code:	
DUNS #:	
Tax ID #	
Doing Business As:	Sprint

Quote Date: 6-Aug-12

Expiration Date: Sept 6 2012

Contract Vehicle Being Utilized DIR SDD 1780

24 Month NO ETF

Control # : 120806MLS

(YYMMDDConsecutive##Initials)

Monthly Reucrring Charges

Qty.	Model	Suggested Retail Price			Unit Price	Extended Item Price
7	Business Advantage Unlimited Messaging and Data 450	$69.99			$53.19	$372.33
5	Business Advantage Unlimited Messaging and Data 200	$49.99			$37.99	$189.95
55	Business Advantage Unlimited Messaging and Data 300	$49.99			$37.99	$2,089.45
67	Premium Data Charge	$10.00			$10.00	$670.00
	Total Monthly Recurring Charges					**$3,321.73**

This s intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Your first state harges and may include pro-rated service charges in addition to the upcoming months service charges. Offers are subject to change at any time. Other cond es may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements.PLEASE NOT DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD YOU TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD DISCOUNT ABOVE ON EACH SPRINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Various Employees Employee ID#_____ Signature:_____

Department: Sheriff Dept#: 280

Quantity: 7

Service: $53.19 /mo (x) 6 months =$2,233.98 Account: 2-1229-421-00-280-007-0 -532

$10.00/mo (x) 6 months=$420.00 2-1229-421-00-280-007-0-532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: $2,653.98 **Requisition Number:** 221993

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature	Rene Gonzalez Print Name	08/28/12 Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- □ Office Use *or* □ Individual
- □ Name Change
- □ Equipment Change
- ☒ Plan Change
- □ Delete Service

Wireless Data Device:
- □ Data Card
- □ Blackberry
- □ Other:

Stipend:
- □ Cellular Telephone $50/mo
- □ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Various Employees Employee ID#_____ Signature:_____

Department: Sheriff Dept#: 280

Quantity: 55

Service: $37.99/mo (x) 6 months $12,536.70 Account: 2-1229-421-00-280-007-0 -532
$10.00/mo (x) 6 months $3,300.00 2-1229-421-00-280-007-0-532
Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: $15,836.70 **Requisition Number:** 221993

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature | Rene Gonzalez (Print Name) | 08/28/12 (Date)

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes:_____

Commissioner's Court Action: **Commissioner's Court Date:** _____

□ **Approved Date:** _____ □ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☐ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☒ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☐ Other:

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Various Employees Employee ID#_____ Signature:_____

Department: Sheriff Dept#: 280

Quantity: 5

Service: $37.99 /mo (x) 6 months = $1,139.70 Account: 2-1229-421-00-280-007-0 **-532**

$10.00/mo (x) 6 months= $300.00 2-1229-421-00-280-007-0-532

Service: $_____/mo (x) ____ months = _____ Account:_____ **-619/664**

Requisition Total: $1,439.70 **Requisition Number:** 221993

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

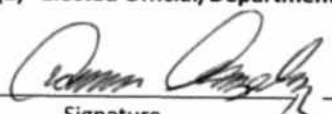
Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ **-532**

Total:_____

(2) Elected Official/Department Head Authorization for Request:



Signature | Rene Gonzalez (Print Name) | 08/28/12 (Date)

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes:_____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Date Entered: 8/28/2012
Requisition # : 38993
Date Approved:
P.O. #

HIDALGO COUNTY SHERIFF'S OFFICE
EXECUTIVE BRANCH

ADMINISTRATION

DATE: 8/28/2012
REQUESTED BY: ROSIE HINOJOSA
ACCOUNT #: 2-1229-421-00-280-007-0
OBJECT # : 532 - WIRELESS DEVICES
CURRENT BALANCE: **$21,578.88**
EXPENDITURE AMOUNT: **$19,930.28**
NEW BALANCE: **$1,648.60**
PURPOSE FOR EXPENDITURE: OPEN PURCHASE ORDER FOR CELL PHONE SERVICE & CHARGES FOR SIXTY-SEVEN (67) DEPARTMENT ISSUED CELL PHONES FOR A (6) MONTH PERIOD UNDER CONTRACT DIR-SDD-1780.

LINE #	ITEM & DESCRIPTION	ITEM #	NIGP #	QTY	UOM	UNIT PRICE	AMOUNT
1	BUSINESS ADVANTAGE UNLIMITED MESSAGING & DATA 450 - (7) CELL PHONES @ $53.19 MONTHLY		915-75	6	MONTHS	$372.33	$2,233.98
2	BUSINESS ADVANTAGE UNLIMITED MESSAGING & DATA 200 - (5) CELL PHONES @ $37.99 MONTHLY		915-75	6	MONTHS	$189.95	$1,139.70
3	BUSINESS ADVANTAGE UNLIMITED MESSAGING & DATA 300 - (55) CELL PHONES @ $37.99 MONTHLY		915-75	6	MONTHS	$2,089.45	$12,536.70
4	PREMIUM DATA CHARGE - (67) CELL PHONES @ $10.00 MONTHLY		915-75	6	MONTHS	$670.00	$4,020.00

GRAND TOTAL: **$19,930.38**

EXPECTED DELIVERY DATE: AS NEEDED BASIS

AWARDED VENDOR:
SPRINCT PCS
P.O. BOX 219554
KANSAS CITY, MO 64121

INTERNAL NOTES:

VENDOR UNDER CONTRACT DIR-SDD-1780

AUTHORIZED BY _____ DIVISION COMMANDER

REVIEWED BY EMILIA URIEGAS BUDGET MANAGER

REVIEWED BY JUAN TAPIA PROCUREMENT SPECIALIST

APPROVED BY RENE GONZALEZ CAPTAIN

AI-33911 **Health & Human Services Dept. 10. B.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Prenatal Services (1293):
1. Requesting authorization to accept the Department of State Health Services grant contract #2013-042404 in the amount of $165,909.00 for the period of 09/01/12 to 08/31/13.
2. Requesting authorization for County Judge to sign the Certification Regarding Lobbying.
3. Requesting authorization for County Judge to sign the Disclosure of Ownership and Control Interest Statement.
4. Requesting approval of the Certification of Revenue in the amount of $165,909.00.
5. Requesting approval of the Prenatal FY 13 budget appropriation in the amount of $165,909.00.
6. Requesting approval to delete and create the following full-time position(s);

Action	Slot #	Position Title	Grade
Delete	0002	Clerk III	5
Create	0004	Clerk II	3

7. Approval of salary schedule.

BACKGROUND

08/14/12 - AI-33614 - Request to renew grant

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 2-1293-441-00-340-052-3-XXX

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

BUDGETARY IMPACT:

No local matching funds required.
See attached appropriation of funds for funding availability.

Attachments

Core Contract
cert of revenues
salary schedule
appropriation
salary budget

Form Review

Inbox **Reviewed By** **Date**

Human Resources	Sylvia Rios	09/07/2012 04:18 PM
Budget & Management	Merlen P. Munoz	09/07/2012 04:19 PM
Budget & Management	Merlen P. Munoz	09/07/2012 04:19 PM
Rosalinda Cantu	Rosie Cantu	09/07/2012 04:53 PM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Mike Escaname Started On: 08/28/2012 03:17 PM

Final Approval Date: 09/07/2012

Mike Escaname

From: Eddie Olivarez <eddie.olivarez@hchd.org>
Sent: Monday, August 27, 2012 1:49 PM
To: Mike Escaname; Lydia.serna@hchd.org
Subject: FW: 2013-042404-001 (HILDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT)
Attachments: Hidalgo County Health and Human Services Dept 2013 042404 001 core page.pdf; Hidalgo County Health and Human Services Dept 2013 042404 001 attachment page.pdf; Hidalgo County Health and Human Services Dept 2013 042404 001 disclosure page.pdf; Hidalgo County Health and Human Services Dept 2013 042404 001 lobby form.pdf; FFATACertification DSHS June 2012.pdf; 2013 GP Core Subrecipient Rev July 2012.pdf

VERY IMPROTANT

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health and Human Services
956-383-8858 Office
www.twitter.com/hidalgohealth

From: Berry,Sandy (DSHS) [mailto:Sandy.Berry@dshs.state.tx.us]
Sent: Saturday, August 25, 2012 8:24 AM
To: 'ramon.garcia@hidalgo.tx.us'
Cc: 'eddie.olivarez@hchd.org'; 'ray.eufracio@auditor.co.hidalgo.tx.us'
Subject: 2013-042404-001 (HILDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT)

Hello Contractor,

Attached are documents containing your Department of State Health Services (DSHS) contract. Please print two copies of each document, in the order they appear in this email, sign and return two copies to this unit as soon as possible. Attached is also the Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification form that need to be completed. Additional information regarding this federal requirement is available on the DSHS website at http://www.dshs.state.tx.us/grants/ .

To expedite contract execution, ensure that all forms are completed and signed and mailed via overnight to the physical address below. Your contract will be signed by DSHS and returned to your agency.

Changes made to any portion of the contract document (s) are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.

NOTE: Return both copies of the contract in their entirety to one of the two addresses below. Contracts returned to any other address may result in contract delays.

Physical Address for Overnight Mail	**Mailing Address for Regular Mail**
Client Services Contracting Unit MC 1886	Client Services Contracting Unit MC 1886
Department of State Health Services	Department of State Health Services
1100 W.49th Street	PO Box 149347
Austin, TX 78756	Austin, TX 78714- 9347

Please reference the DSHS contract number in all future correspondence.

If you have questions, contact Sandra Berry at (512) 776-3327 or via email at sandy.berry@dshs.state.tx.us.

Thank you,

Sandra Berry
Contract Specialist 11
DSHS Client Services Contracting Unit (CSCU)
Room T502.80-Mail Code 1886
Tel 512-776-3327 Fax 512-776-7351
Email: sandy.berry@dshs.state.tx.us

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2013-042404 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $165,909.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2012 and ends on 08/31/2013. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

a. Core Contract (this document)
b. Program Attachments:

   2013-042404-001 CHS - TITLE V - PRENATAL SERVICES

c. General Provisions (Sub-recipient)
d. Solicitation Document(s), and
e. Contractor's response(s) to the Solicitation Document(s).
f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

CONTRACT NO.2013-042404
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO.0000388077

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

DSHS PROGRAM: CHS - TITLE V - PRENATAL SERVICES

TERM: 09/01/2012 THRU: 08/31/2013

SECTION I. STATEMENT OF WORK:

Contractor shall provide or assure the provision of prenatal services that include screening and eligibility determination, direct clinical and/or dental services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management, and appropriate referrals as necessary. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Program Attachment unless amended, including but not limited to:

- Title V of the Social Security Act, 42 USC § 701, *et seq.*

The following documents are incorporated by reference and made a part of this Program Attachment. These include:

- DSHS FY13 Title V Fee-for-Service Prenatal Renewal Application;
- Contractor's Response to DSHS' FY13 Title V Fee-for-Service Prenatal Renewal Application and any revisions;
- DSHS FY11 Competitive Request for Proposal (RFP) for Title V Fee for Services Contracts - Child Health & Dental Services, Prenatal Services, and Genetic Services;
- Contractor's Response to FY11 Competitive RFP Title V Fee for Services Contracts - Child Health & Dental Services, Prenatal Services, and Genetic Services, and any revisions;
- Current Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental, and Prenatal;
- DSHS *Department of State Health Services Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2012, or latest revision, and Core Tool Monitoring Instructions, FY2012; or latest revision; and
- DSHS Title V Maternal, Child Health, Dysplasia, Family Planning On-site Evaluation Report, revised for 2012, or latest revision, and Title V Tool Monitoring Instructions, FY2012; or latest revision.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it shall not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

All activities must be performed in accordance with Contractor's final approved work plan.

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

Eligible Population:

To be eligible for Title V Prenatal Services, an individual must be:

- A female of child bearing age;
- A Texas resident;
- In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level; and
- Ineligible for other programs/benefits providing the same services.

Pregnant women, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in pregnancy status or income.

Service Area: Hidalgo

Location: Multiple clinic locations identified through the DSHS website at: http://www.dshs.state.tx.us/mch/fee/locate_services.shtm.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If projected expenditures are below the total contract amount, Contractor's budget may be subject to a decrease for the remainder of the Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability

of any of the other terms of the contract.

Performance of Contractor, including compliance with DSHS Program procedures, policies and guidance, contractual conditions, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports, if applicable, will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of DSHS.

- Contractor shall provide prenatal services to at least 1494 unduplicated clients.

- At least 30% of the total amount of this Program Attachment shall be for prenatal services provided to Title V eligible individuals ages one (1) through twenty-one (21) by Contractor.

- Not more than 70% of the total amount of this Program Attachment shall be for services provided to Title V eligible women ages 22 and over.

- Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate.

SECTION III. SOLICITATION DOCUMENT: RFP #DFCHS-0388.1

SECTION IV. RENEWALS:

Contract renewals are contingent upon satisfactory performance and continued availability of funding. The contract may be renewed for up to two (2) additional twelve- (12) month periods.

SECTION V. PAYMENT METHOD: Fee-for-Service

SECTION VI. BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each MRR, contractor shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

- Title V Maternal-Child Services Report (Prenatal) – 185 (Form EF21-12005);
- Title V Maternal-Child Services Report (Prenatal) – 186 (Form EF21-12005); and
- Monthly Aggregate Activity Report (Prenatal) (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development & Support Branch (CDSB) at cdsb@dshs.state.tx.us, or faxed to CDSB at: (512) 776-7521.

MRRs shall be emailed also to the DSHS Claims Processing Unit (CPU) at invoices@dshs.state.tx.us, or faxed to CPU at (512) 776-7442.

MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

Contractor shall request payment from DSHS as directed by the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal whether via voucher or a web-based system.

Contractor shall submit a "Financial Reconciliation Report" (Form GC-10) no later than sixty (60) days after the end of the Attachment term. This report must be signed and marked "Final" and shall be scanned and emailed to CDSB at the email address listed above. The GC-10 may also be faxed to CDSB at (512) 776-7521. The original, signed version shall also be mailed to the DSHS CPU at:

Department of State Health Services
Claims Processing Unit, Mail Code 1940
P.O. Box 149347
Austin, TX 78714-9347

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: CFDA # 93.994; 93.994.000; State

DUNS NUMBER: 103110834

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal.

Total payments will not exceed $165,909.00.

SECTION VIII. SPECIAL PROVISIONS:

For purposes of this Program Attachment only, the following provisions shall apply:

General Provisions, **Compliance and Reporting** Article I, is revised to include:

Contractor shall report to DSHS using established reports as directed by the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health,

Dental and Prenatal, and other data and/or reports deemed necessary by DSHS, upon reasonable notice to Contractor.

Eligibility: All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

General Provisions, **Services** Article II, is revised to include:

Co-pay: Contractor may assess a co-pay from clients who receive services under this Program Attachment. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

General Provisions, **Funding** Article III, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Program Attachment. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, **Payment Methods and Restrictions** Article IV, is revised to include:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Program Attachment should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

A Request for "Financial Reconciliation Report", Form GC-10, or the form specified in the Contractor's Financial Procedures Manual, is due no later than sixty (60) days after the end of the Program Attachment term. This report shall be marked "Final".

Billing Requirements: Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be

submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within sixty (60) days of the end of the Program Attachment term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION VII. BUDGET, Contractor's ceiling may be subject to a decrease for the remainder of the Program Attachment period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Program Attachment, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

General Provisions, **Terms and Conditions of Payment** Article V, is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Access and Inspection** Article IX, is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article XIV.

General Provisions, **Assurances and Certifications** Article XI, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting

Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

- Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
- Has been excluded from participation in a program under 42 U.S.C. § 1395 *et seq*.; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes during the term of this Program Attachment. A false statement regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, **General Business Operations of Contractor** Article XII, is revised to include:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

General Provisions, **ARTICLE XIII, GENERAL TERMS, Section 13.15, Amendment,** is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Family and Community Health Services (FCHS) Division Performance Management Unit at least 90 days prior to the end of the term of this Program Attachment.

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

Completion and submission of this form is a condition of participation, certification, or recertification under any of the programs established by titles V, XVIII, XIX, and XX, or as a condition of approval or renewal of a contractor agreement between the disclosing entity and the Department of State Health Services (DSHS) under any of the above-titled programs, a full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refusal by DSHS to enter into an agreement or contract with any such institution or in termination of existing agreements.

SPECIAL INSTRUCTIONS FOR TITLE XX PROVIDERS

All title XX providers must complete part II of this form. Only those title XX providers rendering medical, remedial, or health related homemaker services must complete parts II and III. Title V providers must complete parts II and III.

General Instructions

For definitions, procedures and requirements, refer to the appropriate Statutes or Regulations:

Title V – 42 USC §1397d

Title XVIII – 42CFR 420.200 – 206
Title XIX – 42CFR 455.100 – 106
Title XX – 42 USC §1397d

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks section on page 2, referencing the item number to be continued. If additional space is needed, use an attached sheet.

Return the original to DSHS and retain a copy for your files.

This form is to be completed annually. Any substantial delay in completing the form should be reported to the State survey agency.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under identifying information specify in what capacity the entity is doing business as (DBA), example, name of trade or corporation.

Item II - Self-explanatory.

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity.

Direct ownership interest is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program.

Indirect ownership interest is defined as ownership interest in an entity that has direct or indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest is defined as the operational direction or management of a disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity, or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Items IV – VII - Changes in Provider Status

Change in provider status is defined as any change in management control. Examples of such changes would include: a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

For Items IV – VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Item IV - (a & b) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - If the answer is yes, list name of the management firm and employer identification number (EIN), or the name of the leasing organization. A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.

Item VIII - If yes, list the actual number of beds in the facility now and the previous number.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2013-042404

Application or Contract Number

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

Organization Name

DEPARTMENT OF STATE HEALTH SERVICES

93856

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

Name of Entity: HIDALGO COUNTY HEALTH AND HUMAN D/B/A SERVICES DEPARTMENT	Provider No.:	Vendor No.: 17460007176	Telephone No.
Street Address:	City, County, State:		Zip Code:

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under Remarks on page 2. Identify each item number to be continued.

(a) Are there any individuals or organizations having a direct or indirect ownership or control interest of 5 percent or more in the institution, organization, or agency that have been convicted of a criminal offense related to the involvement of such persons, or organizations in any of the programs established by titles XVIII, XIX, or XX?

Yes ___ No ___

(b) Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by titles XVIII, XIX, or XX?

Yes ___ No ___

(c) Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only)

Yes ___ No ____

III. (a) List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under Remarks.

Name	Address	EIN #

(b) Type of Entity: Sole Proprietorship ____ Partnership ____ Corporation ___

Unincorporated Associations ____ Other (Specify) _____

(c) If the disclosing entity is a corporation, list names, addresses of the Directors, and EINs for corporations under Remarks.

Check appropriate box for each of the following questions:

(d) Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.) If yes, list names, addresses of individuals and provider numbers. Yes ___ No____

Name	Address	Provider Number

DEPARTMENT OF STATE HEALTH SERVICES

IV. (a) Has there been a change in ownership or control within the last year? Yes___ No___
If yes, give date_____

(b) Do you anticipate any change of ownership or control within the year? Yes___ No___
If yes, when?_____

(c) Do you anticipate filing for bankruptcy within the year? Yes___ No___
If yes, when?_____

V. Is this facility operated by a management company, or leased in whole or part by another organization? Yes___ No___
If yes, give date of change in operations_____

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year? Yes___ No___

VII. (a) Is this facility chain affiliated? (If yes, list name, address of Corporation, and EIN) Yes___ No___

Name EIN #

(b) If the answer to Question VII(a) is No, was the facility ever affiliated with a chain?
(If yes, list Name, Address of Corporation, and EIN) Yes___ No____

Name EIN # Address

VIII. Have you increased your bed capacity by 10 percent or more or by 10 beds, whichever is greater, within the last 2 years?

Yes --- No ----

If yes, give year of change _____

Current beds _____ Prior beds _____

WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION OF THIS STATEMENT, MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH DSHS.

Name of Authorized Representative (Typed) **Title**

Signature | **Date**

Remarks:

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

September 11, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$165,909.00	Award No. 2013-042404 Prenatal Services

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/5/12
Date

THE COUNTY OF HIDALGO

HIDALGO COUNTY DISTRICT JUDGES

ARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1293-441-00-340-052-3-

AI - 33911

PRENATAL SERVICES

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION	
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119		
0001	113	MAINTENANCE II	3	4	$23,927.00	$21,436.00	$21,436.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,436.00	
~~0002~~	~~113~~	**DELETE** ↓ ~~CLERK III~~	~~5~~	~~1~~	~~$25,256.00~~	~~$20,250.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	
0003	113	CLINIC AIDE II	3	4	$23,927.00	$18,596.00	$18,596.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,596.00	
0004		**CREATE** ↓ **CLERK II**	**3**	**1**	**$21,653.00**	**$21,653.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
				TOTAL	$69,507.00	$61,685.00	$40,032.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,032.00	

APPROVAL OF SALARY SCHEDULE. PERSONNEL ACTION PENDING CC APPROVAL.

DATE: September 01, 2012

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 2-1293-441-00-340-052-3-XXX Prenatal

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
2-1293-441-00-340-052-3-113	Prenatal - Reg F/T Employees	$ 61,127.00
Fringes		
2-1293-441-00-340-052-3-211	Prenatal - Health Insurance	$ 10,244.00
2-1293-441-00-340-052-3-212	Prenatal - Life Insurance	$ 67.00
2-1293-441-00-340-052-3-220	Prenatal - FICA	$ 4,677.00
2-1293-441-00-340-052-3-230	Prenatal - Retirement	$ 5,869.00
2-1293-441-00-340-052-3-250	Prenatal - Unemployment Comp	$ 306.00
2-1293-441-00-340-052-3-260	Prenatal - Workers Comp	$ 807.00
Supplies		
2-1293-441-00-340-052-3-601	Prenatal - Office & Comp Supplies	$ 15,000.00
2-1293-441-00-340-052-3-603	Prenatal - Educational / Instructional Supplies	$ 10,000.00
2-1293-441-00-340-052-3-604	Prenatal - Medical & Laboratory Supplies	$ 37,812.00
Other		
2-1293-441-00-340-052-3-540	Prenatal - Advertising	$ 10,000.00
2-1293-441-00-340-052-3-550	Prenatal - Printing & Bindinig	$ 10,000.00
	TOTAL APPROPRIATION	$ 165,909.00
2-1293-331-12-340-052-3-000	Prenatal - Grant Revenue	$ 165,909.00
	TOTAL APPROPRIATION	$ 165,909.00

REASON: To appropriate the grant monies for the Prenatal program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

PRENATAL FY 13

Salary / Fringes Salary Schedule
09/01/2012 - 08/31/2013
For Budget Purposes Only

			Hourly	Hourly	Work Hours		2012	2013		Distribution				Insurance	
Slot #	Position Title	Grade & Step Salary	Hourly Rate	With COLA Increase 3%	# of Hours @ 2012 Pay	# of Hours @ 2013 Pay	09/12 - 12/12	01/13 - 08/13	Projected Salaries	340-003	%	340-052	%	Health Ins.	Life Ins.
0001	Maintenance II	23,927.00	11.50	11.85	688	1,392.00	7,914.32	16,493.07	24,407.38	2,684.81	0.11	21,722.57	0.89	3,705.96	24.03
0002	Clerk III	25,256.00	12.14	12.51	688	1,392.00	8,353.91	17,409.16	25,763.06	5,152.61	0.20	20,610.45	0.80	3,331.20	21.60
0003	Clinic Aide II	23,927.00	11.50	11.85	688	1,392.00	7,914.32	16,493.07	24,407.38	5,613.70	0.23	18,793.68	0.77	3,206.28	20.79
				Total Gross Salary - >								**61,126.70**		**10,243.44**	**66.42**
				Health Insurance - ($4,164.00 / yr * % of pay from grant)								**10,243.44**			
				Life Insurance - ($27 / Yr / person prorated by % of pay from grant)								**66.42**			
				FICA - (7.65% * Gross Salary)								**4,676.19**			
				Retirement - (9.95% * Gross Salary)								**5,868.16**			
				Unemployment - (.50% * Gross Salary)								**305.63**			
				Worker's Comp - (1.32% * Gross Salary)								**806.87**			
												83,093.42			

Notes:

1 There are 2,080 work hours during the grant period of 09/01/2012 through 08/31/2013.

2 Health Insurance is $4,164.00 / yr times the percentage of pay from the grant.

3 2012 Fringe Rates

4 Existing Salary Schedule

Prepared by Mike Escaname
Health Human Services Dept.

AI-33922 **Health & Human Services Dept. 10. C.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Child Health Services Grant (1293):
1. Requesting authorization to accept the Department of State Health Services grant contract #2013-042399 in the amount of $34,833.00 for the period of 09/01/12 to 08/31/13.
2. Requesting authorization for County Judge to sign the Disclosure of Ownership and Control Interest Statement.
3. Requesting approval of the Certification of Revenues, as certified by the County Auditor.
4. Requesting approval of the Child Health budget appropriation in the amount of $34,833.00.
5. Requesting approval of the following personnel actions:

Action	Slot #	Position Title	Grade
Delete	G001	Clerk III	5
Create	G002	Clerk II	3

6. Approval of salary schedule.

BACKGROUND

08/14/12 - AI-33614 - Request to renew grant

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 2-1293-441-00-340-051-3-XXX

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

BUDGETARY IMPACT:

No local matching funds required.

Appropriation of funds in the amount of $34,833.00 under Child Health Grant.

Revenue Acct # 2-1293-331-12-340-051-3-000 "CHILD HEALTH - REVENUES"

Attachments

Core Contract
cert of revenue
appropriation
payroll schedule

Form Review

Inbox **Reviewed By** **Date**

Human Resources	Sylvia Rios	09/07/2012 04:18 PM
Budget & Management	Merlen P. Munoz	09/07/2012 04:19 PM
Budget & Management	Merlen P. Munoz	09/07/2012 04:20 PM
Sylvia Solis	Sylvia Solis	09/07/2012 04:56 PM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Mike Escaname Started On: 08/28/2012 04:30 PM

Final Approval Date: 09/07/2012

Mike Escaname

From: Eddie Olivarez <eddie.olivarez@hchd.org>
Sent: Tuesday, August 28, 2012 8:00 AM
To: Mike Escaname
Subject: FW: DSHS Contract No. 2013-042399-001, Child Health Services
Attachments: Hidalgo County Health and Human Services Dept 2013-042399-001 core contract.pdf; Hidalgo County Health and Human Services Dept 2013-042399-001 prog attachment.pdf; Hidalgo County Health and Human Services Dept 2013-042399-001 disclosure form.pdf; FFATACertification DSHS June 2012.pdf; 2013 GP Core Subrecipient Rev July 2012.pdf

IMPROTANT

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health and Human Services
956-383-8858 Office
www.twitter.com/hidalgohealth

From: Walk,Bill (DSHS) [mailto:Bill.Walk@dshs.state.tx.us]
Sent: Friday, August 24, 2012 2:06 PM
To: 'ramon.garcia@hidalgo.tx.us'
Cc: eddie.olivarez@hchd.org; 'ray.eufracio@auditor.co.hidalgo.tx.us'; Loe,Deana (DSHS)
Subject: DSHS Contract No. 2013-042399-001, Child Health Services

Hello Contractor,

Attached are files that contain your Department of State Health Services (DSHS) contract. Please print two copies of each file, in the order they appear in this email, sign and return two copies to this unit as soon as possible. Also attached is the Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification form that needs to be completed each fiscal year. Additional information regarding this federal requirement is available on the DSHS website at http://www.dshs.state.tx.us/grants/.

To expedite contract execution, ensure that all forms are completed, signed and returned via overnight mail to the physical address below.

Your contract will be signed by DSHS and returned to your agency.

Changes made to any portion of the contract document (s) are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.

NOTE: Return both copies of the contract in their entirety to one of the two addresses below. Contracts returned to any other address may result in contract delays.

Physical Address for Overnight Mail	**Mailing Address for Regular Mail**
Client Services Contracting Unit MC 1886	Client Services Contracting Unit MC 1886

Department of State Health Services 1100 W.49th Street Austin, TX 78756	Department of State Health Services PO Box 149347 Austin, TX 78714- 9347

Please reference the DSHS contract number in all future correspondence.

If you have questions, contact Bill Walk at (512) 776-2186 or via email at bill.walk@dshs.state.tx.us.

Thank you,

Bill Walk, CTPM, CTCM
DSHS Client Services Contracting Unit
Room T-502 – Mail Code 1886
Tel 512-776-2186 Fax 512-776-7351
Email Bill.Walk@dshs.state.tx.us

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2013-042399 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $34,833.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2012 and ends on 08/31/2013. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

a. Core Contract (this document)
b. Program Attachments:

   2013-042399-001 CHS - TITLE V - CHILD HEALTH SERVICES

c. General Provisions (Sub-recipient)
d. Solicitation Document(s), and
e. Contractor's response(s) to the Solicitation Document(s).
f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH & HUMAN SERVICES
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

CONTRACT NO. 2013-042399
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000387952

CONTRACTOR:HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: CHS - TITLE V - CHILD HEALTH SERVICES

TERM: 09/01/2012 THRU: 08/31/2013

SECTION I. STATEMENT OF WORK:

Contractor shall provide or assure the provision of child health and/or dental services that include screening and eligibility determination, direct clinical and/or dental services, laboratory services and appropriate referrals as necessary. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Program Attachment unless amended, including but not limited to:

- Title V of the Social Security Act, 42 USC § 701, *et seq.*

The following documents are incorporated by reference and made a part of this Program Attachment. These include:

- DSHS FY13 Title V Fee-for-Service Child Health and Dental Renewal Contract Application;
- Contractor's Response to DSHS FY13 Title V Fee-for-Service Child Health and Dental Renewal Contract Application and any revisions;
- DSHS FY11 Competitive Request for Proposal (RFP) for Title V Fee for Services Contracts Child Health and Dental Services, Prenatal Services, Genetic Services;
- Contractor's Response to FY11 Competitive RFP for Title V Fee for Services Contracts Child Health and Dental Services, Prenatal Services, Genetic Services and any revisions;
- Current Policies and Procedures Manual for Title V Maternal and Child Health Fee for Services for Child Health, Dental, and Prenatal;
- DSHS *Department of State Health Services Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2012, and Core Tool Monitoring Instructions, FY2011; or latest revision; and
- DSHS Title V Maternal, Child Health, Dysplasia, Family Planning On-site Evaluation Report, revised for 2012, and Title V Tool Monitoring Instructions, FY2012; or latest revision.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it shall not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

All activities must be performed in accordance with Contractor's final approved work plan.

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

Eligible Population:

To be eligible for Title V Child Health and Dental Services, an individual must be:

- An infant not more than eleven (11) months of age,
- A child or adolescent one (1) through twenty-one (21) years of age,
- A Texas resident,
- In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level, and
- Ineligible for other programs/benefits providing the same services.

Children and adolescents, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in pregnancy status or income.

Service Area: Hidalgo

Location: Multiple clinic locations identified through the DSHS website at: http://www.dshs.state.tx.us/mch/fee/locate_services.shtm.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If projected expenditures are below the total contract amount, Contractor's budget may be subject to a decrease for the remainder of the Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used to assess, in part, the Contractor's effectiveness

in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Performance of Contractor, including compliance with DSHS Program procedures, policies and guidance, contractual conditions, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports, if applicable, will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of DSHS.

- Contractor shall provide child health and/or dental services to at least 410 unduplicated clients.

- At least 80% of the total amount of this Program Attachment shall be for services provided to Title V eligible individuals ages one (1) through twenty-one (21) by Contractor.

- Not more than 20% of the total amount of this Program Attachment shall be for services provided to Title V eligible individuals who are not more than eleven (11) months of age.

- Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate.

SECTION III. SOLICITATION DOCUMENT: RFP #DFCHS-0388.1

SECTION IV. RENEWALS:

Contract renewals are contingent upon satisfactory performance and continued availability of funding. The contract may be renewed for up to two (2) additional twelve- (12) month periods.

SECTION V. PAYMENT METHOD: Fee-for-Service

SECTION VI. BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each MRR, contractor shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

- Title V Maternal-Child Services Report (Child Health & Dental) – 185 (Form EF21-12005);
- Title V Maternal-Child Services Report – 186 (Child Health & Dental) (Form EF21-12005); and
- Monthly Aggregate Activity Report (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for

payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development & Support Branch (CDSB) at cdsb@dshs.state.tx.us, or faxed to CDSB at: (512) 776-7521.

MRRs shall be emailed also to the DSHS Claims Processing Unit (CPU) at invoices@dshs.state.tx.us, or faxed to CPU at (512) 776-7442.

MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

Contractor shall request payment from DSHS as directed by the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal whether via voucher or a web-based system.

Contractor shall submit a "Financial Reconciliation Report" (Form GC-10) no later than sixty (60) days after the end of the attachment term. This report must be signed and marked "Final" and shall be scanned and emailed to CDSB at the email address listed above. The GC-10 may also be faxed to CDSB at (512) 776-7521. The original, signed version shall also be mailed to the DSHS CPU at:

Department of State Health Services
Claims Processing Unit, Mail Code 1940
P.O. Box 149347
Austin, TX 78714-9347

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: CFDA # 93.994; 93.994.000

DUNS NUMBER: 103110834

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal.

Total payments will not exceed $34,833.00.

SECTION VIII. SPECIAL PROVISIONS:

For purposes of this Program Attachment only, the following provisions shall apply:

General Provisions, **Compliance and Reporting** Article I, is revised to include:

Contractor shall report to DSHS using established reports as directed by the Policies and

Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal, and other data and/or reports deemed necessary by DSHS, upon reasonable notice to Contractor.

Eligibility: All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

General Provisions, **Services** Article II, is revised to include:

Co-pay: Contractor may assess a co-pay from clients who receive services under this Program Attachment. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

General Provisions, **Funding** Article III, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Program Attachment. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.02 is revised to include:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Program Attachment should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

A Request for "Financial Reconciliation Report", Form GC-10, or the form specified in the Contractor's Financial Procedures Manual, is due no later than sixty (60) days after the end of the Program Attachment term. This report shall be marked "Final".

Billing Requirements: Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within sixty (60) days of the end of the Program Attachment term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION VII. BUDGET, Contractor's ceiling may be subject to a decrease for the remainder of the Program Attachment period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Program Attachment, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

General Provisions, **Terms and Conditions of Payment** Article V, is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Access and Inspection** Article IX, is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article XIV.

General Provisions, **Assurances and Certifications** Article XI, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

- Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
- Has been excluded from participation in a program under 42 U.S.C. § 1395 *et seq*.; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes during the term of this Program Attachment. A false statement regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, **General Business Operations of Contractor** Article XII, is revised to include:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

General Provisions, **ARTICLE XIII, GENERAL TERMS, Section 13.15, Amendment,** is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Family and Community Health Services (FCHS) Division Performance Management Unit at least 90 days prior to the end of the term of this Program Attachment.

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

Completion and submission of this form is a condition of participation, certification, or recertification under any of the programs established by titles V, XVIII, XIX, and XX, or as a condition of approval or renewal of a contractor agreement between the disclosing entity and the Department of State Health Services (DSHS) under any of the above-titled programs, a full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refusal by DSHS to enter into an agreement or contract with any such institution or in termination of existing agreements.

SPECIAL INSTRUCTIONS FOR TITLE XX PROVIDERS

All title XX providers must complete part II of this form. Only those title XX providers rendering medical, remedial, or health related homemaker services must complete parts II and III. Title V providers must complete parts II and III.

General Instructions

For definitions, procedures and requirements, refer to the appropriate Statutes or Regulations:

Title V – 42 USC §1397d

Title XVIII – 42CFR 420.200 – 206
Title XIX – 42CFR 455.100 – 106
Title XX – 42 USC §1397d

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks section on page 2, referencing the item number to be continued. If additional space is needed, use an attached sheet.

Return the original to DSHS and retain a copy for your files.

This form is to be completed annually. Any substantial delay in completing the form should be reported to the State survey agency.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under identifying information specify in what capacity the entity is doing business as (DBA), example, name of trade or corporation.

Item II - Self-explanatory.

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity.

Direct ownership interest is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program.

Indirect ownership interest is defined as ownership interest in an entity that has direct or indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest is defined as the operational direction or management of a disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity, or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Items IV – VII - Changes in Provider Status

Change in provider status is defined as any change in management control. Examples of such changes would include: a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

For Items IV – VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Item IV - (a & b) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - If the answer is yes, list name of the management firm and employer identification number (EIN), or the name of the leasing organization. A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.

Item VIII - If yes, list the actual number of beds in the facility now and the previous number.

DEPARTMENT OF STATE HEALTH SERVICES

93856

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

Name of Entity: HIDALGO COUNTY HEALTH & HUMAN SERVICES D/B/A	Provider No.:	Vendor No.: 17460007176	Telephone No.
Street Address:	City, County, State:		Zip Code:

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under Remarks on page 2. Identify each item number to be continued.

(a) Are there any individuals or organizations having a direct or indirect ownership or control interest of 5 percent or more in the institution, organization, or agency that have been convicted of a criminal offense related to the involvement of such persons, or organizations in any of the programs established by titles XVIII, XIX, or XX?

Yes ___ No ___

(b) Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by titles XVIII, XIX, or XX?

Yes ___ No ___

(c) Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only)

Yes ___ No ___

III. (a) List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under Remarks.

Name	Address	EIN #

(b) Type of Entity: Sole Proprietorship ____ Partnership ____ Corporation ___

Unincorporated Associations ___ Other (Specify) _____

(c) If the disclosing entity is a corporation, list names, addresses of the Directors, and EINs for corporations under Remarks.

Check appropriate box for each of the following questions:

(d) Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.) If yes, list names, addresses of individuals and provider numbers. Yes ___ No____

Name	Address	Provider Number

IV. (a) Has there been a change in ownership or control within the last year? Yes___ No___
If yes, give date_____

(b) Do you anticipate any change of ownership or control within the year? Yes___ No___
If yes, when?_____

(c) Do you anticipate filing for bankruptcy within the year? Yes___ No___
If yes, when?_____

V. Is this facility operated by a management company, or leased in whole or part by another organization? Yes___ No___
If yes, give date of change in operations_____

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year? Yes___ No___

VII. (a) Is this facility chain affiliated? (If yes, list name, address of Corporation, and EIN) Yes___ No___

Name EIN #

(b) If the answer to Question VII(a) is No, was the facility ever affiliated with a chain?
(If yes, list Name, Address of Corporation, and EIN) Yes___ No____

Name EIN # Address

VIII. Have you increased your bed capacity by 10 percent or more or by 10 beds, whichever is greater, within the last 2 years?
Yes --- No ----

If yes, give year of change _____

Current beds _____ Prior beds _____

WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION OF THIS STATEMENT, MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH DSHS.

Name of Authorized Representative (Typed) **Title**

Signature | **Date**

Remarks:

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

September 11, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$34,833.00	Award No. 2013-042399 Child Health Services

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/5/12
Date

THE COUNTY OF HIDALGO

DATE: September 01, 2012

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 2-1293-441-00-340-051-3-XXX Child Health

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
2-1293-441-00-340-051-3-113	Child Health - Reg F/T Employees	$ 21,641.00
Fringes		
2-1293-441-00-340-051-3-211	Child Health - Health Insurance	$ 3,498.00
2-1293-441-00-340-051-3-212	Child Health - Life Insurance	$ 23.00
2-1293-441-00-340-051-3-220	Child Health - FICA	$ 1,656.00
2-1293-441-00-340-051-3-230	Child Health - Retirement	$ 2,154.00
2-1293-441-00-340-051-3-250	Child Health - Unemployment Comp	$ 109.00
2-1293-441-00-340-051-3-260	Child Health - Workers Comp	$ 286.00
Supplies		
2-1293-441-00-340-051-3-601	Child Health - Office & Comp Supplies	$ 5,466.00
	TOTAL APPROPRIATION	$ 34,833.00
2-1293-331-12-340-051-3-000	Child Health - Grant Revenue	$ 34,833.00
	TOTAL APPROPRIATION	$ 34,833.00

REASON: To appropriate the Child Health program budget for FY 13.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

Child Health FY 13

Salary / Fringes Salary Schedule
09/01/2012 - 08/31/2013
For Budget Purposes Only

				Hourly	Hourly	Work Hours		2012	2013		Distribution				Insurance	
Slot #	Position Title	Grade & Step Salary	Actual Salary	Hourly Rate	With COLA Increase 3%	# of Hours @ 2012 Pay	# of Hours @ 2013 Pay	09/12 - 12/12	01/13 - 08/13	Projected Salaries	340-003	%	340-051	%	Health Ins.	Life Ins.
G001	Clerk III	25,256.00	25,256.00	12.1423	12.5066	688	1,392	8,353.91	17,409.16	25,763.06	4,122.09	0.16	21,640.97	0.84	3,497.76	22.68
						Total Gross Salary - >							**21,640.97**		**3,497.76**	**22.68**
						Health Insurance - ($4,164.00 / yr * % of pay from grant)							**3,497.76**			
						Life Insurance - ($27 / Yr / person prorated by % of pay from grant)							**22.68**			
						FICA - (7.65% * Gross Salary)							**1,655.53**			
						Retirement - (9.95% * Gross Salary)							**2,153.28**			
						Unemployment - (.50% * Gross Salary)							**108.20**			
						Worker's Comp - (1.32% * Gross Salary)							**285.66**			
													29,364.09			

Notes:

1 2012 Fringe Rates 

2 COLA of 3% budgeted pending CC approval.

3 Existing 2012 Salary Schedule 

Prepared by Mike Escaname
Health Human Services Dept.

AI-33957 **Health & Human Services Dept. 10. D.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services Dept. - Environmental Division (1100)
1. Requesting authorization to submit application for permit to import biological agents or vectors of human disease into the United States.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

There is no cost associated with this request / permit.

Attachments

Application
Guidance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 08:56 AM
Manuel Chapa	Manuel Chapa	08/30/2012 10:10 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Mike Escaname Started On: 08/29/2012 04:16 PM

Final Approval Date: 09/07/2012

U.S. DEPARTMENT OF
HEALTH & HUMAN SERVICES
Public Health Service

APPLICATION FOR PERMIT TO IMPORT BIOLOGICAL AGENTS OR VECTORS OF HUMAN DISEASE INTO THE UNITED STATES

FORM APPROVED
OMB NO. 0920-0199
EXP DATE 01/31/2014

Application Number:

Permit # issued

(For Program use ONLY)

Guidance for completing this form is available at www.cdc.gov/od/eaipp/ImportApplicationForms.htm. This form may be submitted by mail, fax, or email attachment to the Centers for Disease Control and Prevention, Import Permit Program. Mailing Address: 1600 Clifton Road NE, Mailstop A-46, Atlanta, GA 30333. Fax: 404-718-2093. E-mail: ImportPermit@cdc.gov. Telephone: 404-718-2077.

Please submit completed form only once by either email, fax, or mail

SECTION A, Person Requesting Permit in US (Permittee)

1. Permittee's Last Name	2. First Name	3. MI	4. Permittee's Organization		
5. Physical Address *(NOT a post office box)*		6. City		7. State	8. Zip Code
9. Telephone	10. Fax		11. Email		
12. Will the permittee be the courier of the imported biological agent? ☐ a. Yes ☐ b. No	13. Will other members of the organization listed above, in Section A Block 4, be authorized to use the approved permit? ☐ a. No ☐ b. Yes *if Yes* ⇨		14. Check here ☐ if you have included a Continuation Form to list others authorized to use this permit		

SECTION B, Sender of Imported Biological Agent(s)

1. Sender's Last Name (☐ Check if same as Sec A)	2. First Name	3. MI	4. Sender's Organization		
5. Physical Address Outside of the US *(NOT a post office box)*	6. City	7. State/Prov.	8. Country	9. Postal Code	
10. Telephone	11. Fax	12. Email	13. Check here ☐ if you have included a Continuation Form to list multiple senders		

SECTION C, Shipment Information

1. Method(s) of Shipment	2. Number of Shipments	3. Shipment Temperature(s)	4. Anticipated U.S. Port(s) of Entry
☐ a. Commercial Carrier *(e.g., FedEx)* ☐ b. Hand-carried by *(provide name of person)*:_____	☐ a. Single Shipment ☐ b. Multiple Shipments i. Estimated # of shipments:____	☐ a. Ambient ☐ b. Frozen/Refrigerated	

SECTION D, Final Destination of Imported Biological Agent

1. Is final destination of biological agent(s) different from address in Section A? ☐ a. No (skip to Section E) ☐ b. Yes ⇨	2. Last Name of Recipient at Destination	3. First Name	4. MI	
5 .Destination Organization	6. Final Destination Address *(NOT a post office box)*	7. City	8. State	9. Zip Code
10. Telephone	11. Fax	12. Email	13. Check here ☐ if you have included a Continuation Form to list multiple final destinations	

APPLICATION FOR PERMIT TO IMPORT BIOLOGICAL AGENTS OR VECTOR OF HUMAN DISEASE INTO THE US

SECTION E, Description of Imported Biological Agent

1. Intended use(s) of imported agent(s)
- [a] Diagnostic
- [b] Research
- [c] Clinical trials
- [d] Education
- [e] Production
- [f] Other *(please describe)*:

2. Provide a detailed description of the work to be accomplished with the imported agent(s) *(Describe your work clearly & simply. Include background, purpose, objectives, methods, etc.)*

5. Check here ☐ if you included a Continuation Form to list additional agents to be imported with this Permit.

3. Scientific name of known/suspected biological agent(s)

4. Type(s) of Biological Agent

Genus	Species		Bacteria	Virus	Fungi	Toxin	Parasite	Prion	Recombinant Genetic Material
a		a	☐	☐	☐	☐	☐	☐	☐
b		b	☐	☐	☐	☐	☐	☐	☐
c		c	☐	☐	☐	☐	☐	☐	☐
d		d	☐	☐	☐	☐	☐	☐	☐

SECTION F, Description of Material(s) Containing the Biological Agent(s) to be Imported

1. Source of material(s) being imported *(Check all that apply)*
- [a] Infected or suspected infected human
- [b] Infected or suspected infected vector *(APHIS permit may be required)*
  - i *(please describe)* _____
  - ii Vector viability: [1] live [2] dead
- [c] Environment *(please describe)*:_____
- [d] Other *(please describe)*:_____

2. Description of material(s) containing biological agent(s) *(Check all that apply and provide description below)*
- [a] Field-collected specimen
- [b] Laboratory isolate/culture
- [c] Blood/blood products
- [d] Other body fluids
- [e] Tissues/organs
- [f] Body parts
- [g] Vector
- [h] Other

i Provide a detailed description of the material containing the biological agent:

3. Does the material contain animal products or byproducts (e.g., Fetal Calf Serum or Bovine Serum Albumin)?
- [a] No
- [b] Yes *(APHIS Import Permit may also be required)*

SECTION G, Receiving Laboratory Capabilities

1. Laboratory Biosafety Level *(Check all that apply)*
- [a] ABSL-1
- [b] ABSL-2
- [c] ABSL-3
- [d] ABSL-4
- [e] BSL-1
- [f] BSL-2
- [g] BSL-3
- [h] BSL-4
- [i] Other (*please describe*):

2. Primary Containment to be used *(Check all that apply)*
- [a] None (open bench)
- [b] Class I
- [c] Class II, Type _____
- [d] Class III
- [e] Fume Hood
- [f] Other *(please describe)*:

3. Personal Protective Measures to be used *(Check all that apply)*
- [a] Gloves
- [b] Protective Clothing
- [c] Goggles and/or Face Shield
- [d] Facemask
- [e] Respirators: Type [i] N95/100 [ii] PAPR
- [f] Immunizations
- [g] Other *(please describe)*:_____

4. Personnel Training provided *(Check all that apply)*
- [a] Risk(s) associated with the imported biological agent(s)
- [b] Hazardous Material Packing/Shipping
- [c] Laboratory Standard Practices
- [d] Hazardous Waste Handling/Disposal
- [e] Emergency Response Procedures
- [g] Spill Procedures
- [h] Other *(please describe)*: _____

5. Anticipated disposition of Biological Agent(s) (and material containing it) when work is completed
- [a] Will be **retained** at address listed in SECTION A
- [b] Will be **transferred** to location listed in SECTION D
- [c] Will be **destroyed** *(please complete Block 6)* ⟹

6. If Agent(s) will be destroyed, list expected method(s) of destruction
- [a] Thermal: *(describe method)*:_____
- [b] Chemical *(describe chemical)*:_____
- [c] Irradiation *(describe energy source)*:_____
- [d] Other *(please describe)*: _____

I hereby certify that all individuals listed in this application have the appropriate qualifications, experience and training to safely handle the agents being imported and that the information submitted in this application is complete and accurate to the best of my knowledge and belief. I agree to comply with all conditions, restrictions and precautions that may be specified in any permit that may be issued. Additionally, I agree to comply with all applicable regulations and guidelines that govern this transfer. I understand that failure to comply with the importation requirements may subject me to criminal penalties pursuant to 42 U.S.C. 271. I understand that any false statement made in this application may subject me to criminal penalties pursuant to 18 U.S.C. 1001.

SECTION H, Signature of Permittee

1. Requestor's Signature (**REQUIRED**)	2. Requestor's Printed Name *(Print name)*	3. Date Signed *(mm/dd/yyyy)*

Public recording burden of this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to CDC Reports Clearance Officer; 1600 Clifton Road NE, MS D-74, Atlanta, Georgia 30333; ATTN: PRA (0920-0199)

Guidance Document for Completing the Application for Permit to Import Biological Agents or Vectors of Human Disease into the United States

Please review this guidance document in its entirety before completing and submitting your application to the CDC Etiologic Agent Import Permit Program (EAIPP). If you are faxing or emailing your application, *there is no need to send in the original by mail*.

IMPORTANT NOTE: If the material being imported has been rendered sterile (e.g., thermal, chemical, or irradiation treatment) or it has been confirmed not to contain infectious agents for humans, then a CDC issued import permit is not required for importation. Examples of material that *does not* require a CDC issued import permit include:

- **Non-infectious materials**, e.g., formalin-fixed specimens, tissues, or slides, or non-infectious human stem cells or non-infectious human organs for transplantation.
- **Human or animal diagnostic specimens** such as blood, urine, and tissues in which there is no evidence or indication that such material contain an infectious agent. Note that specimens from humans may be subject to the Bloodborne Pathogens Standard (29 C.F.R. 1910.1030) and that specimens from animals may require a permit from USDA's Animal and Plant Health Inspection Service (APHIS). Information concerning APHIS permitting may be found at http://www.aphis.usda.gov/permits.
- **Laboratory mice, rats, and hamsters** reared under specific pathogen-free (SPF) conditions. In addition, genetically altered animals (e.g., "knockout" or "transgenic") do not require a CDC import permit provided that the animals contain no pathogens known to be transmissible to humans. NOTE: If the rodents are to be imported from Africa or are species of African origin, they may only be imported for scientific, education, or exhibition purposes with permission granted from CDC's Division of Global Migration and Quarantine. Information regarding DGMQ is available at: http://www.cdc.gov/ncpdcid/dgmq/index.html.
- **Fully-taxidermied or treated non-human primates trophies, skins, or skulls**, any non-human primate trophies, skins or skulls that have been either fully taxidermied or treated to render them non-infectious may be imported without a CDC import permit.

U.S. Customs and Border Protection (CBP) may require documentation that the material being imported is not infectious to humans. CDC advises that importers of materials that do not require a CDC import permit include a signed statement, on their official letterhead, from the person responsible for the shipment of the material with the following information:

(a) A description of the material;

(b) A statement that the material meets one of the above criteria (e.g., human urine diagnostic specimens in which there is no evidence that such material contain an etiologic agent); and

(c) Verification that the material has been packaged, labeled, and transported in accordance with all applicable regulations.

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Section A - Person Requesting Permit in U.S.A. (Permittee)

Since all communication with the CDC Etiologic Agent Import Permit Program (EAIPP) is completed through the Permittee, it is imperative that the Permittee contact information be complete, current and accurate. If any of the *Section A* information changes, you must immediately report the change(s) to the Program by submitting a new Import Permit application amending the current contact information (i.e., fax or phone number). The EAIPP does not accept verbal change requests.

Blocks 1-3, Permittee's Name

- Please provide the full name of the applicant.
  - For the purposes of completing the Application for Permit to Import Biological Agents or Vectors into the United States, the term "full name" refers to an individual's first name, middle initial(s), and last name or surname, without use of nicknames.

Block 4, Permittee's Organization

- Please provide the complete name of your entity (corporation, partnership, sole proprietorship, etc.) under which the business conducts its operations (e.g., International Business Machine Corporation instead of IBM).
- Please do not abbreviate the organization name.

Blocks 5-8, Physical Address

- Please provide the complete business address of the individual listed in *Blocks 1-3*.
- Do not use a Post Office Box address.

Block 9, Telephone Number

- Please provide the direct dial 10-digit telephone number for the Permittee listed in *Blocks 1-3*; include an extension, if required.

Block 10, Fax Number

- Please provide the 10-digit facsimile number for the Permittee listed in *Blocks 1-3*.

Block 11, E-mail Address

- Please provide the e-mail address for the Permittee listed in *Blocks 1-3*.
- Please print or type clearly; and ensure that you include the e-mail domain (e.g., .org, .gov, .edu, .com, .net)

Block 12, Courier Method

- If the Permittee listed in Blocks 1-3 intends to hand-carry the biological agent(s) or vector(s) to be imported, check "Yes."
- If the biological agent(s) or vector(s) will be imported using a commercial carrier, check "No."

Block 13, Other Authorized Individuals

- If there are other members of your organization who will be authorized to use the approved permit select "Yes", check the box in *Block 14*, and list all additional authorized users on the CDC Form 0.753. A continuation form is available at http://www.cdc.gov/od/eaipp/importApplicationForms.htm.
  - Please include all required information (*Blocks 1-11*) for each additional authorized user.
  - Please note that each individual import permit can have a maximum of 10 additional authorized users.
- Otherwise, select "No."

Section B - Sender of Imported Biological Agent(s)

The CDC Import Permit is for material being imported into the United States (U.S.). United States means the several States, the District of Columbia, Guam, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

Blocks 1-3, Sender's Name

- Please provide the full name of the sender.
  - For the purposes of completing the application for Permit to Import Biological Agents or Vectors of Human Disease, the term "full name" refers to an individual's first name, middle initial(s), and last name or surname, without use of nicknames.
- If the sender is also the person requesting the permit, please check the box labeled "Check if same as Sec A" and complete *Blocks 4-12* with the information from the international address from which the material will be shipped.

Block 4, Sender's Organization

- Please provide the complete name of the entity (corporation, partnership, sole proprietorship, etc.) under which the business conducts its operations (e.g., International Business Machine Corporation instead of IBM).
- Please do not abbreviate the organization name.

Blocks 5-7, Physical Address

- Please provide the complete address of the entity.
- Do not use a Post Office Box address.

Block 8, Country

- Please provide the unabbreviated country name.

Block 9, Postal Code

- Please provide the complete Postal Code.

Block 10, Telephone Number

- Please provide the direct dial telephone number for the sender listed in *Section B, Block 1*; include the appropriate international prefixes and an extension, if appropriate.

Block 11, Fax Number

- Please provide the facsimile number for the sender listed in *Section B, Blocks 1-3,* if known.

Block 12, E-mail Address

- Please provide the e-mail address for the sender listed in *Section B, Block 1,* if known.
- Please print or type clearly and ensure that you include the e-mail domain (e.g., .org, .gov, .edu, .com, .net)

Block 13, Additional Senders

- If the biological agent(s) or vector(s) are coming from more than one sender, please check the box in *Block 13* and list all additional senders on the CDC Form 0.753 EAIPP Continuation form available at http://www.cdc.gov/od/eaipp/importApplicationForms.htm.
    - Please include all required information (*Blocks 1-12*) for each additional sender.

Section C, Shipment Information

Block 1, Method of Shipment

- Please select the method of shipment.
    - **Commercial Carrier**, select if the biological agent(s) or vector(s) to be imported will be transported using a common commercial carrier such as FedEx or World Courier.
    - **Hand-carried**, select if the biological agent(s) or vector(s) to be imported will be transported into the United States under the control of an individual authorized under the issued permit.

Block 2, Number of Shipments

- Please select “single” or “multiple” shipments.
    - **Single shipment**, select if one shipment of material will be imported into the U.S. under the issued permit.
    - **Multiple shipments**, select if more than one shipment of material imported into the U.S. is anticipated. For multiple importations, check box and indicate the number of estimated shipments.

Block 3, Shipment Temperature

- Please select the shipment temperature(s) required for the biological agent(s).
    - **Ambient**, shipped under surrounding temperature conditions (i.e., no temperature control/regulation).
    - **Frozen/Refrigerated**, shipped under refrigerated or frozen conditions (i.e., wet ice, dry ice, cold packs).

Block 4, Anticipated U.S. Port(s) of Entry

- List the port(s) of entry where the biological agent(s) or vector(s) are expected to enter into the U.S.
    - A "U.S. Port of Entry" means one of the 327 official ports of entry in the U.S. at which U.S. Customs and Border Protection (CBP) enforces the import and export laws and regulations of the U.S. federal government and conducts immigration policy and programs. Ports also perform agriculture inspections to protect the USA from potential carriers of animal and plant pests or diseases that could cause serious damage to America's crops, livestock, pets, and the environment. Further information is available at http://www.cbp.gov/xp/cgov/toolbox/contacts/ports/.

Section D- Final Destination of Imported Biological Agent

Complete this section only if the final destination differs from the address listed in Section A.

Block 1, Final Destination Address

- If the final destination of the biological agents is the address listed in Section A select "No" and do not complete *Blocks 2-12* of Section D. Continue to Section E.
- Otherwise select "Yes" and complete *Blocks 2-12*.

Blocks 2-4, Name of Recipient at Destination

- Please provide the full name of the Recipient.
    - For the purposes of completing the application for Permit to Import or Transport Biological Agents or Vectors of Human Disease, the term "full name" refers to an individual's first name, middle initial(s), and last name or surname, without use of nicknames.

Block 5, Destination Organization

- Please provide the complete name of the entity (corporation, partnership, sole proprietorship, etc.) under which the business conducts its operations (e.g., International Business Machine Corporation instead of IBM).
- Please do not abbreviate the organization name.

Blocks 6-9, Final Destination Address

- Please provide the complete address for the final destination of the imported biological agent(s) or vector(s).
- Do not use a Post Office Box address.

Block 10, Telephone Number

- Please provide the direct dial 10-digit telephone number for the recipient listed in *Blocks 2-4* of Section D; include an extension, if required.

Block 11, FAX Number

- Please provide the 10-digit facsimile machine number for the individual listed in *Blocks 2-4* of Section D.

Block 12, E-mail Address

- Please provide the e-mail address for the recipient listed in *Blocks 2-4* of *Section D*.
- Please print or type clearly; and ensure that you include the e-mail domain (e.g., .org, .gov, .edu, .com, .net)

Block 13, Additional Final Destinations

- If the biological agent(s) or vector(s) will be transferred to more than one final destination, please check the box in *Block 13* and list all additional final destinations on the CDC Form 0.753 Continuation form available at http://www.cdc.gov/od/eaipp/importApplicationForms.htm.
  - Please include all required information (*Blocks 1-11* of Section D) for each final destination.

Section E- Description of Imported Biological Agent(s)

This section should contain the information describing the biological agent(s) to be imported and the intended use of the agent(s). Any incomplete or illegible entries will result in delay or denial of your application. If the biological agent(s) being imported has been rendered sterile (e.g., thermal, chemical, or irradiation treatment) or has been confirmed not to contain infectious agents for humans, then a permit is not required for importation.

Block 1, Intended Use(s) of Imported Agent

- When completing *Block 1*, please refer to the definitions listed below for indicating the intended use(s) of the agent being imported:
  - **Diagnostic:** Clinical/laboratory testing to identify a particular biological agent, disease, and/or characteristic of the agent/disease.
  - **Research:** Basic or applied scientific investigation and/or experimentation following a defined protocol and other standards for research projects that is intended to advance scientific knowledge and/or to explore scientific theories/hypotheses.
  - **Clinical trials:** Controlled studies to evaluate the effects, safety, and efficacy of a drug, vaccine, medical device, or therapy protocol.
  - **Education:** Teaching of a defined educational program or part of an educational display by a non-profit, commercial, or sole proprietor institution.
  - **Production:** Activities related to the processing of the imported biological agent(s) as a raw material into semi finished or finished goods.
  - **Other:** Any other previously undefined proposed use of the material/biological agent(s) that does not fall under one of the five types listed above. If "Other" is selected, please provide a detailed description.

Block 2, Detailed Description of Work Objectives

- Please clearly and thoroughly describe the objectives of the work intended for the biological agents being imported (e.g., pharmaceutical/clinical trials testing, susceptibility testing, recombinant DNA work, etc.)

- Also, include information regarding the background, purpose, and methods of your intended work with the imported biological agent(s).
    - *Example:* We intend to test the susceptibility of *Staphylococcus aureus* as part of a new clinical trial using drug susceptibility plating and PCR testing.

Block 3, Scientific Name of Known/Suspected Biological Agent(s)

- Please list the complete (unabbreviated) taxonomic genus and species names or the common name of for the known/suspected biological agent(s) to be imported.
    - *Examples*: *Plasmodium falciparum*, *Escherichia coli*, Human Immunodeficiency Virus
- Please do not list the disease. (For example: Do not list "Cholera", list "*Vibrio cholera*.")

Block 4, Type of Biological Agent

- Select the type of biological agent being imported for each agent listed in *Block 3*.
- When completing *Block 4*, please refer to the definitions and examples listed below for indicating the types of biological agent being imported:
    - **Bacteria:** Single-celled microorganisms which can exist either as independent (free-living) organisms or as parasites (dependent upon another organism for life).
        - *Examples: Escherichia coli, Salmonella typhi, Staphylococcus aureus*
    - **Virus:** A microorganism smaller than a bacterium, which cannot grow or reproduce apart from a living cell.
        - *Examples:* Human Immunodeficiency Virus (HIV), cytomegalovirus, varicella zoster virus
    - **Fungi:** Large group of plant-like living organisms which do not contain chlorophyll.
        - *Examples:* Yeasts, molds and mushrooms
    - **Toxin:** Poisonous products of organisms that are inanimate and not capable of reproducing themselves.
        - *Examples:* Diphtheria toxin, Modeccin, Pneumolysin
    - **Parasite:** An organism that grows, feeds, and is sheltered on, or in a different organism while contributing nothing to the survival of its host.
        - *Examples: Dirofilaria immitis, Giardia lamblia, Plasmodium falciparum*
    - **Prion:** A microscopic protein particle similar to a virus but lacking nucleic acid.
        - *Examples:* Prion diseases include Creutzfeldt-Jakob disease (CJD), kuru, bovine spongiform encephalopathy (BSE), scrapie
    - **Recombinant Genetic Material:** Recombinant DNA/RNA are molecules constructed outside of living cells by joining natural or synthetic DNA/RNA segments to DNA/RNA molecules that can replicate in a living cell, or molecules that result from their replication.

Block 5, Additional Biological Agents

- If more than four biological agents will be imported, please list all additional biological agents using the CDC Form 0.753 Continuation form available at http://www.cdc.gov/od/eaipp/importApplicationForms.htm.
  - Please include all the required information (*Blocks 3-4*) for each biological agent.

Section F- Description of Material Containing the Biological Agent(s) to be Imported

This section should contain the information describing the material or vector(s) containing the biological agent(s) to be imported and its origins. Any incomplete or illegible entries may result in delay or denial of your application. If the biological agent(s) contained in the material or vector(s) being imported has been rendered sterile (e.g., radiation or chemical treatment) or has been confirmed not to contain infectious agents for humans, then a permit is not required for importation.

Block 1, Source of Material Being Imported

- When completing *Block 1*, please refer to the definitions listed below for indicating the source of the material being imported:
  - **Infected or suspected infected human:** Material collected/obtained from a living or deceased human being that is known or suspected to contain one or more disease-causing biological agents
    - *Examples*: Infected sputum sample known to contain *Mycobacterium tuberculosis*.
  - **Infected or suspected infected vector:** Material collected/obtained from a living or deceased animal (including insects) or thing which conveys or is capable of conveying biological agents from a person or animal to another person or animal that is known or suspected to contain one or more disease-causing biological agents.
    - *Examples*: Culex mosquitoes (*Culex quinquefasciatus*) known to contain West Nile Virus.
  - **Environment:** Material collected/obtained from natural surroundings that are known or suspected to contain one or more disease-causing biological agents.
    - *Examples*: Soil, ground/surface water, sediment, effluent suspected to contain a biological organism capable of causing disease in humans.
  - **Other:** Any other previously undefined material source that does not fall under one of the four types listed above. If "Other" is selected, please provide a detailed description.

Block 2, Description of Material Containing Biological Agent

- When completing *Block 2*, please refer to the definitions listed below for indicating the description of the material containing the biological agent being imported:
  - **Field-collected specimen:** Infectious material or specimens gathered in a natural setting other than research facility, laboratory, hospital, etc.

        - *Examples*: Soil sample suspected to contain a biological organism capable of causing disease in humans.
    - **Laboratory Isolate/culture:** Biological agent streaked onto or placed in a medium to obtain an independent isolate or purified culture that contains a microorganism.
        - *Examples*: Agar plate containing bacterial growth
    - **Blood/Blood products:** Whole blood or the constituents of whole blood such as plasma or platelets.
        - *Examples*: Blood sample drawn from infected patient
    - **Other Body Fluids:** A natural bodily fluid or secretion of fluid such as lymph, urine or saliva.
        - *Examples*: Sputum sample from infected patient
    - **Tissues/organs:** Unsterilized material of animal or human origin known or suspected of containing a biological organism capable of causing disease in humans.
        - *Examples*: Muscle tissue, lung, skin biopsy suspected of containing a biological organism capable of causing disease in humans.
    - **Body parts:** Unsterilized specimens of animal or human origin known or suspected of containing a biological organism capable of causing disease in humans.
        - *Examples*: head, arm suspected of containing a biological organism capable of causing disease in humans.
    - **Vector:** A carrier, especially the animal (usually an arthropod) that transfers an infective agent from one host to another.
        - *Examples*: Mosquitoes suspected of containing a biological organism capable of causing disease in humans.
    - **Other:** Anything containing infectious material or microorganisms capable of causing disease, and/or death or other biological malfunction in humans.
        - *Examples*: Compost, cell lines, biosolids
- Please include a detailed written description of the material being imported.

Block 3, Fetal Calf Serum or Bovine Serum Albumin

- If the material contains any amount of fetal calf serum or bovine serum albumin, please select “Yes”, otherwise select “No”
    - Please be reminded that any material containing fetal calf serum or bovine serum albumin may require a permit from the U.S. Department of Agriculture, http://www.aphis.usda.gov/permits/.

Section G- Receiving Laboratory Capabilities

This section should contain the information describing the receiving laboratory's capabilities and protocols. Any incomplete or illegible entries will result in delay or denial of your application.

Block 1, Laboratory Biosafety Level

- Please indicate the biosafety level of the laboratory(s) where the work with the imported agent(s) will occur. Definitions of laboratory biosafety levels are published in the *Biosafety in Microbiological and Biomedical Laboratories, 5th Edition* (BMBL). The current version of the BMBL is available at http://www.cdc.gov/biosafety/publications/bmbl5/index.htm.

Block 2, Primary Containment to be Used

- Please select the primary containment measure(s) to be used for working safely with the imported agent(s). Refer to the table listed below and the *Biosafety in Microbiological and Biomedical Laboratories, 5th Edition* (BMBL) for more information on the types of biosafety cabinets and fume hoods at http://www.cdc.gov/biosafety/publications/bmbl5/BMBL5_appendixA.pdf.
    - For any biological agent that will require the use of a high-containment facility (ABSL-3/BSL-3 or ABSL-4/BSL-4) or that poses an aerosol risk, please provide a detailed, written description of the primary containment measures to be used.
    - If the information provided is inadequate or incomplete, you may be asked to provide additional information regarding the primary containment measure(s) utilized at your facility.

Biological Risk Assessed	Protection Provided			BSC Class
	Personnel	Product	Environmental	
BSL 1, 3	Yes	No	Yes	I
BSL 1, 3	Yes	Yes	Yes	II (A1, A2, B1, B2)
BSL 4	Yes	Yes	Yes	III; II–When used in suit room with suit

Source: *Biosafety in Microbiological and Biomedical Laboratories, 5th Edition* (BMBL)

Block 3, Personal Protective Measures to be Used

- Please select the personal protective measure(s) to be used for working safely with the imported agent(s).
    - For any biological agent that will require the use of a high-containment facility (ABSL-3/BSL-3 or ABSL-4/BSL-4) or that poses an aerosol risk, please provide a detailed, written description of the personnel protective measures to be used.
    - If the information provided is inadequate or incomplete, you may be asked to provide additional information regarding the personal protective measure(s) utilized at your facility.

Block 4, Personnel Training Provided

- When completing *Block 4*, please refer to the statements listed below for indicating the personnel training provided to the individuals that will be handling the imported agent(s). *Please check all that apply*.

- **Risk(s) associated with the imported biological agent(s):** Personnel have received training regarding the hazardous characteristics of the known or suspected biological agents or material, the activities that can result in a person's exposure to the known/suspected agents, the likelihood that such an exposure will cause a Laboratory Acquired Infection (LAI), and the probable consequences of such an infection.
- **Hazardous Material Packing/Shipping:** Personnel have received training on how to correctly package, mark, label, and document hazardous biological material shipments according to U.S. Department of Transportation regulations and guidelines provided by the International Air Transport Association.
- **Laboratory Standard Practices:** Personnel have received training on how to safely handle, manipulate, and store the imported biological agent(s) to control the hazards associated with the agent(s) and to prevent direct and/or indirect exposure to the agent (e.g. agent and/or procedure specific Standard Operating Procedures, operation of containment/safety equipment, correct use of personal protective equipment, facility safeguards).
- **Hazardous Waste Handling/Disposal:** Personnel have received training on the principles of and procedures for biological agent decontamination, sterilization, disinfection, waste handling, and waste disposal specific to the imported agent(s) to prevent injury, minimize personal and environmental health hazards, and to meet regulatory requirements.
- **Emergency Response Procedures:** Personnel have received training on the appropriate response procedures that are specific for the hazards associated with the imported biological agent(s) and the necessary actions to contain the agent(s) in the event of an incident. Training should address response procedures for severe weather/natural disasters, workplace violence, bomb threats, suspicious packages, fire, gas leak, explosion, flood, power outage, etc.
- **Spill Procedures:** Personnel have received training on the appropriate spill response and clean-up procedures based upon the physical characteristics and volume of the agent(s)/materials being handled, their infective potential, the damage potential for releases to the environment, and the location of the spill.
- **Other:** Any other personnel training provided that does not fall under one of the six categories listed above. If "Other" is selected, please provide a detailed description.

- Personnel *curriculum vitaes* and/or lists of publications may also be requested.

Block 5, Anticipated disposition of Biological Agent (and material containing it) when work is completed

- When completing *Block 5*, please refer to the definitions listed below for indicating the final disposition of the material being imported:
  - **Retained:** Retaining material onsite for an extended period of time (e.g. greater than 30 days or retaining material after completion of the project for which it was used).
  - **Transferred:** Relocation of material to another facility. This address must be listed in *Section D*.

- **Destroyed:** Indicate the method of destruction by checking the appropriate box in *Block 6*.

Block 6, Method of Destruction

- When completing *Block 6*, please refer to the definitions listed below for indicating the method of destruction of the agent(s) being imported:
  - **Thermal**: Exposure of the agent to dry heat, moist heat (e.g., autoclave), or incineration at an appropriate temperature, pressure, and time to destroy or inactivate all of the specific biological agent.
  - **Chemical:** Exposure of the agent to a proven chemical at an appropriate concentration and for the appropriate exposure time to destroy or inactivate all of the specific biological agent.
  - **Irradiation:** Exposure of the agent to radiation of an appropriate type and for the appropriate exposure time to destroy or inactivate all of the specific biological agent.
  - **Other:** If "Other" is selected you must provide a detailed description of the destruction method.

Section H, Signature of Permittee (Mandatory Requirement)

IMPORTANT NOTE: By signing and submitting the completed *Application for Permit to Import Biological Agents or Vectors of Human Disease into the United States* to the CDC Etiologic Agents Import Permit Program, the requestor (permittee) is certifying that all individuals listed in the application have the appropriate qualifications, experience and training to safely handle the agents being imported and that the information submitted in the application is complete and accurate to the best their knowledge and belief. They are also agreeing to comply with all conditions, restrictions, and precautions that may be specified in any permit that may be issued. Additionally, the requestor is agreeing to comply with all applicable regulations and guidelines that govern the importation and acknowledging that failure to comply with the importation requirements may subject them to criminal penalties pursuant to *42 U.S.C. 271*. The requestor is also acknowledging that any false statement made in the signed/submitted application may subject them to criminal penalties pursuant to *18 U.S.C. 1001*.

Block 1, Signature (REQUIRED)

- The Requestor listed in *Section A*, *Blocks 1-3*, must sign in *Section H*, *Block 1*.

Block 2, Requestor (Permittee)

- Please type or print the Requestor's name as it appears in *Section A*, *Block 1-3*.

Block 3, Date Signed

- Please enter the date the Requestor signs the application.

Document Change History

Version	Date	Summary of Changes
1.0	February 2011	Initial Release
1.1	March 2011	Updated Other Authorized Users and Method of Shipment

AI-33995 **Emergency Management 11. A.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Oscar Montoya **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration and Approval of Memorandum of Understanding between the Texas Forest Service, Regional Incident Management Team Member and the County of Hidalgo with the authority of the Emergency Management Director to execute documents for the following County employees:

Rolando Benavdies-Hidalgo County Emergency Management
Juan Martinez-Fire Marshal's Office
Carlos Moreno-Right of Way
Joel Rivera-PCT 4 Constable's Office
Karina Cardoza-Public Affairs Division
Michelle Villareal-Public Affairs Division
Horaldo Sanchez-PCT 3 Constable's Office
Eddie Olivarez-Health and Human Services
Lorenzo Ortiz-Safety Division
Armando Guzman-Safety Division
Rolando Casas-Fire Marshal's Office
Tommy Ureste-Fire Marshal's Office

Texas Forest Service will reimburse the County of Hidalgo for all wages, backfilling, travel expenses, personal costs, materials, equipment and supplies associated with the Member's participation in a deployment.

BACKGROUND

RIMT teams will form Task Forces that will be deployed to disaster stricken areas as requested.

Attachments

form
MOU
List of IMT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2012 09:29 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: SANDRA DELEON Started On: 08/31/2012 09:02 AM

Final Approval Date: 09/07/2012

TEXAS FOREST SERVICE
The Texas A&M University System

0
NAME OF AGENCY / EMPLOYER OR INDIVIDUAL

0
INCIDENT NAME

REGIONAL
INCIDENT MANAGEMENT TEAM

PAYROLL CALCULATION WORKSHEET

(I.) REIMBURSEMENT TO AGENCY / EMPLOYER

A. PAYROLL EXPENDITURES FOR RIMT MEMBERS DURING ACTIVATION

Instructions:

1.) Use this section if your are an Employer / Agency and paid employees activated during an RIMT incident.
2.) Indicate the Incident Name on the line at the top of this page.
3.) List the names of the employees activated along with the date range. For each individual, fill in the amounts for regular pay, overtime pay, and associated payroll benefits paid to the employee while the employee was on assignment.
4.) Additional columns are provided for other payroll-related benefits not specifically listed. Only include benefit costs associated while the employee was activited on an RIMT assignment.
*5.) Provide **signed** copies of the employee's OF-288 Emergency FireFighter Time Report to support the hours worked on assignment. Also, provide an Employer/Agency payroll timesheet for the period indicated to support Regular Pay and Benefits.*
6.) Carry the Total of this section to the RIMT Travel and Reimbursement Form Part 2 - (I)A.

			REGULAR PAY			OVERTIME PAY			PAYROLL-ASSOCIATED BENEFITS WHILE EMPLOYEE IS ACTIVATED						
	NAME	DATE RANGE	HOURS	RATE	SALARY	HOURS	RATE	SALARY	FICA	MEDICAL	LIFE	DENTAL			
1					-			-							
2					-			-							
3					-			-							
4					-			-							
5					-			-							
					$ -			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

RIMT REIMB FORM PART 2 - (I) A
$ -

B. COST OF BACKFILL WHILE RIMT MEMBERS ARE ACTIVATED

Instructions:

1.) Use this section if your are an Employer/Agency and incurred backfill costs while paid employees were activated during an RIMT incident.
2.) Indicate the Incident Name on the line at the top of this page.
3.) List the names of the employees paid, along with the date range. For each individual, fill in the amounts for regular pay, overtime pay, and associated payroll benefits paid to the employee used for backfill.
4.) Additional columns are provided for other payroll-related benefits not specifically listed. Include all benefit costs associated with backfill while an employee was activited on an RIMT assignment.
5.) Provide an Employer/Agency payroll timesheet for the period indicated to support the Regular Pay, Overtime Pay, and Associated Benefits paid to backfill an activated employee.
6.) Carry the total of this section to the RIMT Travel and Reimbursement Form Part 2 - (I)B.

			REGULAR PAY			OVERTIME PAY			PAYROLL-ASSOCIATED BENEFITS WHILE EMPLOYEE IS ACTIVATED						
	NAME	DATE RANGE	HOURS	RATE	SALARY	HOURS	RATE	SALARY	FICA	MEDICAL	LIFE	DENTAL			
1					-			-							
2					-			-							
3					-			-							
4					-			-							
5					-			-							
					$ -			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

RIMT REIMB FORM PART 2 - (I) B
$ -

(II.) REIMBURSEMENT TO AN INDIVIDUAL RIMT MEMBER

Instructions:

1.) Use this section if your are an Individual RIMT member activated during an RIMT incident.
2.) Indicate the Incident Name on the line at the top of this page.
3.) Indicate the date range of service to the RIMT incident. Provide your Position Title. Use the hourly rate found in Attachment C of the MOU as the rate of reimbursement.
4.) Provide copies of your OF-288 Emergency FireFighter Time Report to support the hours worked on assignment.
5.) Carry the total of this section to the RIMT Travel and Reimbursement Form Part 2 - (II).

				REGULAR PAY			OVERTIME PAY		
	NAME	DATE RANGE	POSITION TITLE	HOURS	RATE	SALARY	HOURS	RATE	SALARY
1						$ -		-	$ -

RIMT REIMB FORM PART 2 - (II)
$ -

Memorandum of Understanding
Between
The Texas Forest Service
And
Regional Incident Management Team Member
And
The Participating Agency/Employer

This Memorandum of Understanding (MOU) is entered into this ____day of _____, 2010 by and between the Texas Forest Service, a member of The Texas A&M University System, an agency of the state of Texas (TFS) and Regional Incident Management Team (RIMT) Member __Oscar Montoya__ ~~_____ (Member)~~ and the Participating Agency/Employer _Hidalgo County__ ~~_____.~~ ~~(Employer).~~

I. PURPOSE

To delineate responsibilities and procedures for RIMT activities under the authority of the State of Texas Emergency Management Plan.

II. SCOPE

The provisions of this MOU apply to RIMT activities performed at the request of the State of Texas. The scope of this agreement also includes training activities mandated by the State of Texas and TFS to maintain RIMT operational readiness.

III. PERIOD OF PERFORMANCE

This Contract shall begin as of the date of the last signature and shall terminate August 31, 2012, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

A. Activation: The process of mobilizing RIMT Members to deploy to a designated incident or event site. When the RIMT responds to such a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the RIMT Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to RIMT activities shall begin.

B. Alert: The process of informing RIMT Members that an event has occurred and that RIMT may be activated at some point within the next 24-48 hours.

C. De-Activation: The process of de-mobilizing RIMT Members upon notification from the State to stand down.

D. Director: The Director of TFS.

E. Member: An individual who has been formally accepted into an RIMT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.

F. Participating Agency/Employer: The RIMT Member's employer who, by execution of this MOU, has provided official support of the Member's involvement in the RIMT.

G. State: For the purpose of this MOU, the State of Texas through the Governor's Division of Emergency Management (GDEM).

H. RIMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.

I. TFS/State Sponsored RIMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.

J. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or RIMT Member in order to develop and maintain the incident management capabilities of the member and the RIMT. RIMT sponsored training shall be coordinated with TFS staff and receive prior written authorization to conduct such training.

V. RESPONSIBILITIES

A. TFS shall:

1. Recruit and organize the RIMT, according to guidelines prescribed by TFS.

2. Provide administrative, financial and personnel management related to the RIMT and this agreement.

3. Provide training to RIMT Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.

4. Develop, implement and exercise an internal notification and call-out system for RIMT Members.

5. Provide all tools and equipment necessary to conduct safe and effective incident management operations as listed in the current approved RIMT cache list.

6. Maintain all tools and equipment in the RIMT cache in a ready state.

7. Provide coordination between the State, other relevant governmental and private entities, Employer and RIMT Member.

8. Maintain a primary contact list for all RIMT Members.

9. Maintain personnel files on all members of RIMT for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Employer shall:

1. Maintain a roster of all its personnel participating in RIMT activities.

2. Provide a primary point of contact to TFS for the purpose of notification of RIMT activities.

3. Provide administrative support to employee members of RIMT, i.e. “time off” when fiscally reasonable to do so for RIMT activities such as training, meetings and actual deployments.

4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored RIMT training of the RIMT Member.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position.

2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.

3. Maintain support of Employer for participation in RIMT activities.

4. Keep Employer advised of RIMT activities that may require time off from work.

5. Advise RIMT point of contact of any change in notification process, i.e. address or phone number changes.

6. Be available for immediate call-out during the period Member’s assigned RIMT is first on the rotation for call-out.

7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arriving within 2 hours from time of mobilization request to the assigned POA.

8. Maintain all equipment issued by RIMT in a ready state and advising TFS Manager deployed with RIMT of any lost, stolen or damaged items assigned to Member.

9. Be prepared to operate in the disaster environment.

10. Follow the RIMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State for disaster assistance, and/or determination that pre-positioning the RIMT is prudent, TFS shall request the activation of the RIMT to respond to a designated POA.

2. TFS shall communicate an Alert and/or Activation notice to RIMT Members through the internal paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify members of activation of RIMT.

2. Upon arrival at the POA, the State representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of the RIMT.

3. When RIMT is activated, the RIMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.

4. The RIMT shall be re-deployed to the original POA upon completion of the RIMT mission.

C. Management

1. TFS will have overall management, command and control of all RIMT resources and operations.

2. Tactical deployment of RIMT will be under the direction of the local Incident Commander and the RIMT Incident Commander assigned to the incident.

VII. TRAINING AND EXERCISES

A. Local RIMT Sponsored Training and Exercises

Periodically RIMT Members will be requested or required to attend local RIMT sponsored training or exercises. Local RIMT sponsored training or exercises shall be performed at the direction, control and funding of the local RIMT in order to develop the technical skills of RIMT Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored RIMT Training and Exercises

Periodically RIMT Members will be required and/or invited to attend TFS/State RIMT training and/or exercises. This training and exercises will be performed at

the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the RIMT. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member is required to attend a minimum of 50% of the available RIMT training and exercise opportunities provided for the assigned RIMT position. Failure to attend a minimum of 50% of the training opportunities will result in dismissal from the RIMT. Exceptions may be granted at the discretion of the RIMT Incident Commander.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Employer

1. TFS will reimburse Employer for all wages identified and allowed in the RIMT Standard Pay Policy (Attachment B). TFS will reimburse all amounts necessary to fund payroll associated costs of state and/or federal disaster deployments.

2. TFS will reimburse Employer for the cost of backfilling while Member is activated. This shall consist of expenses generated by the replacement of a deployed Member on their normally scheduled duty period/day.

3. TFS will reimburse Employer for salaries and backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified rehabilitation period, Employer may give the deployed Member that time off with pay and backfill his/her position. If Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for Member. TFS will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.

4. TFS will reimburse Employer for reasonable travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

5. TFS will reimburse Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.

6. TFS will reimburse Employer for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance on a replacement basis. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

7. Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of RIMT Member as an Individual Resource

1. TFS will pay an individual resource Member for all wages specified in the RIMT Standard Pay Policy (Attachment B). Payment for these wages will be determined based upon the Member's RIMT position in the most current revision of the RIMT Pay Schedule by Position (Attachment C).

2. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

3. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) personal costs associated with participation in a deployment.

4. TFS will reimburse an individual resource Member for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

5. Individual resource Member must submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

C. Medical Care for Injury or Illness

1. If Member incurs an injury or illness during an RIMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Employer for proper processing of Workers Compensation claim. Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

D. Liability

1. It is mutually agreed that TFS, Employer and Member shall each be responsible for their own losses arising out of the performance of this MOU.

E. Reimbursement Process

1. All requests for reimbursement must be submitted using the most current RIMT Travel and Personnel Reimbursement Form (Attachment D).

2. TFS will process payment to Employer or individual resource member for all allowable expenses within 30 days of receipt of the properly completed and supported RIMT Travel and Personnel Reimbursement Form.

3. Neither Member nor Employer will be reimbursed for costs incurred by activations that are outside the scope of this agreement.

4. All financial commitments herein are made subject to availability of funds from the State.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

A. This MOU may be modified or amended only by the written agreement of all parties.

B. Any party, upon 30 day written notice, may terminate this MOU.

C. TFS complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, TFS will not discriminate against any employee or Member on the grounds of race, color, religion, sex or national origin. In addition the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality sex, age or economic status.

D. This MOU is governed by the laws of the State of Texas. Venue for any suits related to this agreement shall be in Brazos County, Texas.

X. POINTS OF CONTACT

TFS	**Employer**
Paul Hannemann	Ramon Garcia, County Judge~~Point of Contact~~
John B. Connally Building	Hidago County~~City of / or County of~~
301 Tarrow, Suite 304	1615 South Closner~~Street or mailing address~~
College Station, TX 77840	Edinburg, Tx 78539~~City, TX ZIP~~
Tel#: 979-458-7344	956-318-2600 Fax 956-318-2697~~Office Tel # Office Fax #~~
e-mail: phannemann@tfs.tamu.edu	ramon.garcia@hidalgocountyjudge.com~~Email for contact~~

Member

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Field Code Changed

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Oscar Montoya, Hidalgo County EMC – 1615 South Closner Ste. G, Edinburg,TX 78539, 956-318-2656 or 956-239-1180.~~Member full name~~

XI. ENTIRE AGREEMENT

This MOU along with the following Attachments reflects the entire agreement between the parties:

Attachment A, RIMT Code of Conduct
Attachment B, RIMT Standard Pay Policy
Attachment C, RIMT Pay Schedule by Position (most current revision)
Attachment D, RIMT Travel and Personnel Reimbursement Form (most current revision)

Employer and Member hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

TEXAS FOREST SERVICE:

Signature: _____
Name: Tom G. Boggus
Title: ~~Interim~~ Director
Date: _____

PARTICIPATING AGENCY/EMPLOYER

Signature: _____
Name: Ramon Garcia
Title: Hidalgo County Judge
Date: _____

RIMT MEMBER:

Signature: _____
Name: Oscar Montoya
Date: _____

ATTACHMENT A

RIMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCLEOSE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and RIMT.

ATTACHMENT B

RIMT Standard Pay Policy

I. Scope

The provisions of this policy apply to all members of an RIMT.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a RIMT member (Member).

III. Pay Rate

A. The Texas Forest Service (TFS) will reimburse Participating Agency/Employer (Employer) for the participation of each Member who is employed by that Employer at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Employer payroll printout submitted to TFS.

B. As an individual resource, members without Employer will be paid at a rate identified with his/her RIMT position on the RIMT Pay Schedule by Position (see Attachment C). The individual resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

IV. Work Shift

A. Every day is considered a workday during the Activation until the Activation is over, and the RIMT returns to its original Point of Assembly. Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.

B. Each Employer or individual resource is assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

ATTACHMENT C

RIMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL( )	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SUBD	SUPPORT BRANCH DIRECTOR	26
SPUL	SUPPLY UNIT LEADER	24
SVBD	SERVICE BRANCH DIRECTOR	26
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

Dated 5/8/09

ATTACHMENT D

MOST CURRENT REVISION OF THE
RIMT TRAVEL AND PERSONNEL REIMBURSEMENT FORM

RIO GRANDE VALLEY
ALL HAZARD INCIDENT MANAGEMENT TEAM
ROSTER as of 8-30-2012

1. Rolando Benavides/ Deputy EMC
   Hidalgo County Emergency Management
   1615 S Closner Suite G, Edinburg, Tx, 78539
   Cell Phone: 956-457-1080

2. Juan Martinez/ Fire Marshal
   Hidalgo County Fire Marshal's Office
   1615 S Closner Suite H, Edinburg, Tx, 78539
   Cell Phone: 956-239-1180

3. Carlos Moreno/ Pct 3 Right Of Way Agent
   Hidalgo County Right Of Way
   724 N Breyfogle, Mission, Tx, 78572
   Cell Phone: 956-9849491

4. Joel Rivera/ Chief Deputy Constable
   Hidalgo County Constable's Office Precint 4
   2814 S. Highway 281, Edinburg, Tx, 28539
   Cell Phone:

5. Karina Cardoza/ Director
   Hidalgo County Executive Office/ Public Affairs Division
   2818 S. Business Hwy 281, Edinburg, Tx, 78539
   Cell Phone: 956-343-0011

6. Michelle Villareal/ Public Affairs Specialist
   Hidalgo County Executive Office/ Public Affairs Division
   2818 S. Business Hwy 281, Edinburg, Tx, 78539
   Phone: 956-292-7026

7. Horaldo Sanchez / Chief Deputy Constable
   Hidalgo CountyPct 3 Constables Office
   730 N. Breyfogle, Ste B, Mission, Tx, 78574
   Cell: 956-624-1190

8. Eddie Olivarez/ Public Health Director
   Hidalgo County Health Department
   1304 S. 25th St, Edinburg, Tx, 78539
   956-457-1772

9. Lorenzo Ortiz/ Safety Office
   Hidalgo County Safety Division
   2818 S. Business Hwy 281, Edinburg, Tx, 78539
   Cell: 956-534-1540

10. Armando Guzman/ Safety Officer
    Hidalgo County Safety Division
    2818 S. Business Hwy 281, Edinburg, Tx, 78539
    Cell: 956-328-7027

11. Rolando Casas/ Deputy Fire Marshal
    Hidalgo County Fire Marshal's Office
    1615 S Closner, Suite H, Edinburg, Tx, 78539
    Cell: 956-289-3857

12. Tommy Ureste/Deputy Fire Marshal
    Hidalgo County Fire Marshal's Office
    1615 S. Closner Suite G, Edinburg, Tx 78539
    Cell: 956-227-7024

AI-33896 **Facilities Management 12. A.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Facilities Mgmt. **Submitted By:** Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Facilities Mgmt.:
Approval of credit application with Ferguson Company to open new account for Plumbing/HVAC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-40-220-001-0-671

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

BUDGETARY IMPACT:

Available funds as of 8/30/12 are $3,544.86.

Attachments

Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 08:16 AM
Perla Lopez	Perla Lopez	08/30/2012 10:01 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Olga Garza Started On: 08/24/2012 04:45 PM

Final Approval Date: 09/07/2012

Print Form

CREDIT APPLICATION, GUARANTY & MASTER SALES AGREEMENT

WOLSELEY ☒ Plumbing / HVAC ☐ Waterworks ☐ Fire & Fabrication

FERGUSON a WOLSELEY company

☒ New Applicant ☐ Update

Mailto: INSERT ADDRESS HERE P.O. BOX 1356 | Fax ENTER FAX 956-318-2648 | Primary location of material purchases (required):# City Edinburg | State Texas

A. APPLICANT (BUSINESS NAME OR NAME OF INDIVIDUAL IF SOLE PROPRIETOR)

Name	Hidalgo County Facilities Management Dept	Phone	956-289-7850
Street Address	3100 S. Hwy 281	Fax	956-318-2648
City	Edinburg	State	Texas
Zip	78540	Mobile/Pager	
Email	DanielFlores@HidalgoCo.Tx.US		

Check those that apply:
- ☐ Please send Applicant special offers and updates via email.
- ☐ Checks received may be converted to an electronic funds transfer without further notice.
- ☐ Please enroll Applicant in Ferguson Online to allow access to the account via the internet.

B. PRINCIPALS/OFFICERS

Title	Name	City/State	Social Security #	Birth date	Phone	Insolvency*
		/				
		/				
		/				
		/				

* List the year of any bankruptcy or insolvency by principal/officer or any affiliated corporation, LLC, partnership or business.

C. BILLING INFORMATION

Billing Address (if different from above)	P.O. BOX 1356	Are Purchase Orders Issued?	☒ Yes ☐ No
City	Edinburg	Are job names required?	☐ Yes ☐ No
State	Texas	Zip	78539
Sales Tax Exemption #	74600071 7	State	Texas
Special Billing Instructions		PLEASE ATTACH AN EXEMPTION CERTIFICATE FOR EACH STATE	
		Federal Tax ID#/Employer ID#	

D. ABOUT YOUR COMPANY (ATTACHED FINANCIAL STATEMENTS FOR THE LAST TWO YEARS)

- ☐ Single Family ☐ Multi-Family ☐ Repair -Remodel
- ☐ Mechanical PVF ☐ Plumbing ☐ Government
- ☐ Commercial ☒ HVAC R C ☐ Industrial PVF
- ☐ Waterworks ☐ Segment Code / Other:
- Type of Entity: ☐ Corp ☐ LLC ☐ Partner ☐ Sole Prop

Estimated Monthly Volume (in Dollars)	Surety / Bonding Company	Capacity

Date Business Stated	No. of Employees	Date of Incorporation	State of Incorporation

Type of License Held	State	Name of Holder	Number	Expiration Date

E. REFERENCES DUN & BRADSTREET (D&B) D-U-N-S NUMBER (IF AVAILABLE)

Type	Name	City / State	Phone	Fax	Account #
Bank					
Supplier	Home Depot	Mcallen TX	956668-8783		
Supplier	Sherwin Williams	Edinburg TX	954-3833101		
Supplier	Johnstone Supply	Pharr, TX	956-783-1036		

Revised 20090406

Applicant Name (required): _____

F. MASTER SALES AGREEMENT

1. **ENTIRE AGREEMENT:** This Agreement is between the Wolseley company extending credit ("Seller") and the Applicant named above or on page 1 (also referred to as "Buyer"). This Agreement along with the terms and conditions on Seller's quotation, invoice and delivery ticket which are incorporated by reference (together referred to as "TERMS") represent the entire agreement between the parties and apply to all transactions. In the event that the terms of this Agreement conflicts with terms of any other existing or future contract between Seller and Buyer (including Buyer's oral or written offer to purchase), whether or not signed by Seller, the TERMS herein shall prevail unless such other contract (a) specifically references this Agreement and the date, and (b) contains a signature of an officer of Seller. Other terms between the parties not meeting (a) and (b) are deemed void. Buyer grants Seller the exclusive right to select the forum for any disputes.
2. **PAYMENT:** Applicant agrees to pay for the material and services ("Products") Net 10th proximo, unless on the invoice otherwise. Buyer shall make all claims for billing errors or adjustments in writing within ten (10) days from the invoice date. **Claims not received in writing within the time specified are waived by Buyer.** If Applicant fails to make any payment to Seller when due, the Applicant's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Buyer. Seller may repossess and remove any such Product, where payment is outstanding, without notice or demand. Alternatively, Seller may require Applicant to assemble and allow Seller to take possession. All past due amounts are subject to a service charge of 1.5% per month or up to the maximum rate permitted by law. If Applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse Seller all costs of collections including reasonable attorneys' fees. In jurisdictions where a stated rate is required, reasonable attorneys' fees will be 15% of the outstanding balance. Seller shall grant a lien waiver only to the extent payment is received, paid by the bank, and not avoidable as a bankruptcy preference.
3. **DELIVERY & RETURNS:** Buyer shall examine material upon receipt and prior to installation. All claims for shortages or improper delivery must be made in writing within five (5) days of delivery. **Claims not received in writing within the time specified are waived by Buyer.** Delivery to the job site constitutes delivery to Buyer, regardless of whether Buyer or his agent is at the site at time of delivery or signs a delivery receipt. Delivery dates given by Seller are estimates. Seller shall not be responsible for failure or delay in delivery. Buyer waives any claims for damages arising from delays in delivery, regardless of the cause. Seller will accept the return for credit of regularly stocked items of the current model in clean, unused and undamaged condition with original packaging with all original parts ("Returns"). Returns are subject to a 25% restocking fee, unless specified otherwise. No other material may be returned for credit including special order items like millwork, unless specifically agreed to by Seller.
4. **SECURITY:** To secure payment and performance of all obligations, Applicant hereby grants Seller a Purchase Money Security Interest in all inventory, equipment, and materials distributed by Seller, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Applicant by Seller. This includes all construction related materials and services sold by Seller including but not limited to building materials, plumbing, appliances, waterworks, heating and air conditioning along with tools, safety accessories and related supplies ("Collateral"). The security interest extends to all repossessions, returns, and all proceeds from the sale, lease or rental; and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which may from time to time hereafter come into existence during the term of this Agreement. Applicant authorizes Seller to file financing statements describing the Collateral along with other notices, and will assist Seller in taking any other necessary action to perfect and protect Seller's security interest.
5. **TRUST:** Applicant agrees that all funds owed to or received by Applicant from any source, resulting from the labor or material supplied by Seller shall be held in trust for the benefit of Seller. Applicant agrees to promptly pay to Seller all such funds. Upon request, Applicant shall irrevocably assign to Seller its account receivable from anyone to the extent that such is resulting from the labor or materials supplied by Seller.
6. **WARRANTY:** Seller warrants that services performed by Seller ("Services Warranty") shall be provided in a professional and workmanlike manner for a period of thirty (30) days from the date of performance, or longer if required by applicable law or if otherwise stated in writing and signed by an authorized representative of Seller. If Buyer notifies Seller during the warranty period that services were not performed in accordance with Services Warranty, Seller shall, at its option, either re-perform the services or credit amounts received for such services as Buyer's sole and exclusive remedy. The Buyer's sole and exclusive warranty on any Product is that provided by the Product's Manufacturer. SELLER HEREBY DISCLAIMS ALL OTHER EXPRESSED AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WORKMANSHIP. UNDER NO CIRCUMSTANCES, WILL SELLER BE LIABLE FOR INDIRECT, LIQUIDIATED, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER.
7. **CERTIFICATION:** The Applicant certifies the following: (1) the information provided is true and correct and has been submitted as a material inducement to obtain commercial credit; (2) I am authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Applicant; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references or others as to ongoing credit worthiness and Seller agrees that this Agreement and Buyer's extension of credit are subject to continuous credit review and approval; (4) Seller may answer questions from others about its credit experience with the Applicant; and (5) I have read, understood, and agreed to all of the TERMS and agree to notify Seller, in writing via certified mail, of any material change in name, ownership, location or corporate status within five (5) days. If Buyer is a partnership or sole proprietorship, then I authorize Seller to obtain and use consumer reports on the Buyer or its principals for the sole purpose of evaluating current or ongoing credit worthiness.

SIGN & DATE

Authorized Representative (Signature)	Printed Name & Title	Witness	Date

G. PERSONAL GUARANTY

As consideration for the Seller extending credit to the Applicant, the Guarantor(s), jointly and severally hereby personally guarantee the payment of any obligation of the Applicant to the Seller. Therefore, each Guarantor hereby agrees to pay the Seller on demand, without offset, any sum due to the Seller by the Applicant. Guarantor further agrees to pay all costs of collection including reasonable attorney's fees. This Guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of the Applicant. The Guarantor hereby agrees, to the extent permitted by law, to waive the Homestead exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest, along with the right to require Seller to proceed against the Applicant. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of the Agreement hereby guaranteed. Guarantor hereby authorizes Seller to obtain and use Consumer Reports from time to time on the Guarantor for the sole purpose of evaluating current and ongoing credit worthiness in connection with the extension of business credit. This Personal Guaranty shall not to exceed five million dollars ($5,000,000) and will remain in force for ten (10) years from date of last sale. Guarantor may revoke this Personal Guaranty only by providing Seller's Credit Manager written notice via certified mail of its intent to revoke. Revocation shall not relieve Guarantor of obligations incurred prior to receipt of such notice subject to the limit set forth above. Subsequent agreements and credit applications shall not serve to alter, supersede or otherwise modify this Personal Guaranty.

Guarantor 1(Signature)	Printed Name	Social Security #	Date
Guarantor 2(Signature)	Printed Name	Social Security #	Date

Revised **20090406**

01-339 (Back) (Rev. 6-04/5)

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency	
Hidalgo County Facilities Mangement Dept	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
PO BOX 1356	956-289-7850
City, State, ZIP code	
Edinburg, Texas 78539	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: FERGUSON

Street address: 705 E Expressway 83 City, State, ZIP code: Pharr, Tx 78577

Description of items to be purchased or on the attached order or invoice:

Plumbing / HVAC

Purchaser claims this exemption for the following reason:

Hidalgo County is a goverment entity

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▸ Purchaser	Title	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

AI-33943 **IT Department 13. A.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Elections Dept.:

Authorization and approval of current service plan through the County's membership/participation with CONTRACT: DIR-SDD-1779 with awarded vendor VERIZON WIRELESS for the following:

Description:	Employee Name:	Service Plan:	Months:	MDN:
85 Netbooks	Office Use	BroadBand Access plan @ $37.99/per laptop	Sept.-Dec. 2012	see attachment
4 Cell Phones	Office Use	State of Texas DC Share 500 plan @ $34.99/per line	Sept.-Dec. 2012	see attachment

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1100-414-00-130-001-0-532

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

BUDGETARY IMPACT:

PO#668543 for cell phones

FISCAL YEAR: 2 **ACCT. #:** Various

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

BUDGETARY IMPACT:

PO#644424 for laptops

HAVA Grant
2-1283-414-00-130-016-8-532; 2-1283-414-00-130-010-8-532/601

Attachments

85 Netbooks Backup

4 Cell Phones Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 08:40 AM

Erika Zamora	Merlen P. Munoz	08/30/2012 04:31 PM
Roland Garcia	Rolando Garcia	09/07/2012 12:58 PM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Griselda Salazar Started On: 08/29/2012 03:36 PM

Final Approval Date: 09/07/2012

Memorandum

To: Renan Ramirez-Chief Information Officer
From: Yvonne Ramon-Elections Administrator YR
Date: 8/29/2012
Subject: Verizon 85 Netbooks

The Elections Department has 85 Netbooks that are used at the polling locations during Elections. The monthly charge for the 85 Netbooks is $3,229.15. PO# 644424 has been created for these expenditures. Attached you will find the Wireless Device Request Form W.2011.2.

Thank you for your continued cooperation with this matter. If you have any questions, feel free to contact me at any time (956) 318-2570.

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: _____ Employee ID#_____ Signature:_____

Department: Elections Dept#: 130

Quantity: 85

Service: $3229.15/mo (x) 12 months = 38,749.90 Account: 0-1283-414-00-130-010-8-532

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total: $33,704.11 **Requisition Number:** 179913

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Yvonne Ramon | Yvonne Ramon | 8/29/12

Signature | Print Name | Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ | _____ | _____

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Elections Department						
Verizon 85 Netbooks						
PO# 644424						
	Qty	**Mobile Numbers**	**MEID HEX**	**Serial No**	Box ID	Description
3-Jul-12	1	**956-587-8849**	**99000021278181**	**SCNF0282Z1K**	D746064XTS	11.6" HP Mini 311 Notebook PC
3-Jul-12	2	**956-587-8854**	**99000021280667**	**SCNF0285N70**	D746064XRS	11.6" HP Mini 311 Notebook PC
3-Jul-12	3		**99000021280649**	**SCNF0285N7L**	D746064XT6	11.6" HP Mini 311 Notebook PC
3-Jul-12	4	**956-587-8868**	**99000021281475**	**SCNF0285N8G**	D746064XRU	11.6" HP Mini 311 Notebook PC
3-Jul-12	5	**956-587-8884**	**99000021280656**	**SCNF0285N8S**	D746064XRW	11.6" HP Mini 311 Notebook PC
3-Jul-12	6	**956-587-8901**	**99000021281465**	**SCNF0285N8Y**	D746064XS5	11.6" HP Mini 311 Notebook PC
3-Jul-12	7	**956-587-8872**	**99000021280663**	**SCNF0285N8Z**	D746064XSD	11.6" HP Mini 311 Notebook PC
3-Jul-12	8	**956-587-8897**	**99000021281447**	**SCNF0285N96**	D746064XRO	11.6" HP Mini 311 Notebook PC
3-Jul-12	9	**956-587-8896**	**99000021281464**	**SCNF0285N99**	D746064XT4	11.6" HP Mini 311 Notebook PC
3-Jul-12	10	**956-587-8892**	**99000021275075**	**SCNF0285N9W**	D746064XS4	11.6" HP Mini 311 Notebook PC
3-Jul-12	11	**956-587-8869**	**99000021275119**	**SCNF0285N9X**	D746064XSK	11.6" HP Mini 311 Notebook PC
3-Jul-12	12	**956-587-8881**	**99000021275160**	**SCNF0285N9Y**	D746064XSN	11.6" HP Mini 311 Notebook PC
3-Jul-12	13	**956-587-8863**	**99000021275215**	**SCNF0285NB0**	D746064XRV	11.6" HP Mini 311 Notebook PC
3-Jul-12	14	**956-587-8860**	**99000021275162**	**SCNF0285NB1**	D746064XRT	11.6" HP Mini 311 Notebook PC
3-Jul-12	15	**956-587-8899**	**99000021275158**	**SCNF0285NB2**	D746064XSQ	11.6" HP Mini 311 Notebook PC
3-Jul-12	16	**956-587-8894**	**99000021275580**	**SCNF0285NB8**	D746064XRY	11.6" HP Mini 311 Notebook PC
3-Jul-12	17	**956-587-8862**	**99000021275182**	**SCNF0285NBB**	D746064XRX	11.6" HP Mini 311 Notebook PC
3-Jul-12	18	**956-587-8879**	**99000021274768**	**SCNF0285NBM**	D746064XRR	11.6" HP Mini 311 Notebook PC
3-Jul-12	19	**956-929-0356**	**99000021277257**	**SCNF0285NBW**	D746064XRP	11.6" HP Mini 311 Notebook PC
3-Jul-12	20	**956-587-8870**	**99000021277219**	**SCNF0285NC1**	D746064XSU	11.6" HP Mini 311 Notebook PC
3-Jul-12	21	**956-587-8898**	**99000021277473**	**SCNF0285NC9**	D746064XT0	11.6" HP Mini 311 Notebook PC
3-Jul-12	22		**99000021274693**	**SCNF0285NCB**	D746064XSZ	11.6" HP Mini 311 Notebook PC
3-Jul-12	23	**956-587-8886**	**99000021277227**	**SCNF0285NCD**	D746064XRN	11.6" HP Mini 311 Notebook PC
3-Jul-12	24	**956-587-8850**	**99000021277224**	**SCNF0285NCF**	D746064XTJ	11.6" HP Mini 311 Notebook PC
3-Jul-12	25	**956-587-8880**	**99000021277232**	**SCNF0285NCH**	D746064XSL	11.6" HP Mini 311 Notebook PC
3-Jul-12	26	**956-587-8893**	**99000021277247**	**SCNF0285NCQ**	D746064XTA	11.6" HP Mini 311 Notebook PC
3-Jul-12	27	**956-587-8882**	**99000021275821**	**SCNF0285NCV**	D746064XSX	11.6" HP Mini 311 Notebook PC
3-Jul-12	28	**956-587-8867**	**99000021275817**	**SCNF0285ND3**	D746064XSI	11.6" HP Mini 311 Notebook PC
3-Jul-12	29	**956-587-8874**	**99000021275825**	**SCNF0285ND4**	D746064XSM	11.6" HP Mini 311 Notebook PC
3-Jul-12	30	**956-587-8904**	**99000021275669**	**SCNF0285ND8**	D746064XT9	11.6" HP Mini 311 Notebook PC
3-Jul-12	31	**956-587-8877**	**99000021275667**	**SCNF0285ND9**	D746064XSW	11.6" HP Mini 311 Notebook PC
3-Jul-12	32	**956-587-8902**	**99000021275671**	**SCNF0285NDC**	D746064XT8	11.6" HP Mini 311 Notebook PC
3-Jul-12	33	**956-587-8900**	**99000021275672**	**SCNF0285NDG**	D746064XSR	11.6" HP Mini 311 Notebook PC

3-Jul-12	34	**956-587-8876**	**99000021275651**	**SCNF0285NDH**	D746064XP0	11.6" HP Mini 311 Notebook PC
3-Jul-12	35	**956-587-8883**	**99000021275655**	**SCNF0285NDJ**	D746064XT7	11.6" HP Mini 311 Notebook PC
3-Jul-12	36	**956-587-8878**	**99000021275870**	**SCNF0285NDL**	D746064XSG	11.6" HP Mini 311 Notebook PC
3-Jul-12	37	**956-587-8861**	**99000021275656**	**SCNF0285NDM**	D746064XSO	11.6" HP Mini 311 Notebook PC
3-Jul-12	38	**956-587-8903**	**99000021275652**	**SCNF0285NDN**	D746064XSP	11.6" HP Mini 311 Notebook PC
3-Jul-12	39	**956-587-8891**	**99000021275359**	**SCNF0285NDQ**	D746064XT5	11.6" HP Mini 311 Notebook PC
3-Jul-12	40	**956-587-8866**	**99000021275653**	**SCNF0285NDS**	D746064XSF	11.6" HP Mini 311 Notebook PC
3-Jul-12	41	**956-587-8873**	**99000021275675**	**SCNF0285NDT**	D746064XSH	11.6" HP Mini 311 Notebook PC
3-Jul-12	42	**956-587-8865**	**99000021275747**	**SCNF0285NDX**	D746064XSJ	11.6" HP Mini 311 Notebook PC
3-Jul-12	43	**956-587-8856**	**99000021275360**	**SCNF0285NF4**	D746064XTT	11.6" HP Mini 311 Notebook PC
3-Jul-12	44	**956-587-8890**	**99000021275382**	**SCNF0285NF7**	D746064XSS	11.6" HP Mini 311 Notebook PC
3-Jul-12	45	**956-587-8864**	**99000021275383**	**SCNF0285NFD**	D746064XSE	11.6" HP Mini 311 Notebook PC
3-Jul-12	46	**956-587-8871**	**99000021275424**	**SCNF0285NFF**	D746064XSC	11.6" HP Mini 311 Notebook PC
3-Jul-12	47	**956-587-8853**	**99000021275473**	**SCNF0285NFL**	D746064XSB	11.6" HP Mini 311 Notebook PC
3-Jul-12	48	**956-587-8875**	**99000021275368**	**SCNF0285NFM**	D746064XST	11.6" HP Mini 311 Notebook PC
3-Jul-12	49	**956-587-8885**	**99000021275478**	**SCNF0285NFR**	D746064XRM	11.6" HP Mini 311 Notebook PC
3-Jul-12	50	**956-587-8855**	**99000021275470**	**SCNF0285NFX**	D746064XTX	11.6" HP Mini 311 Notebook PC
3-Jul-12	51	**956-587-8847**	**99000021281066**	**SCNF0285NH2**	D746064XOZ	11.6" HP Mini 311 Notebook PC
3-Jul-12	52	**956-587-8844**	**99000021274493**	**SCNF0285NM7**	D746064XTU	11.6" HP Mini 311 Notebook PC
3-Jul-12	53	**956-587-8851**	**99000021274763**	**SCNF0285NNW**	D746064XTK	11.6" HP Mini 311 Notebook PC
3-Jul-12	54	**956-587-8848**	**99000021281285**	**SCNF0285NP6**	D746064XVT	11.6" HP Mini 311 Notebook PC
3-Jul-12	55	**956-587-8846**	**99000021281210**	**SCNF0285NPF**	D746064XTW	11.6" HP Mini 311 Notebook PC
3-Jul-12	56	**956-587-8859**	**99000021281225**	**SCNF0285NPM**	D746064XUG	11.6" HP Mini 311 Notebook PC
3-Jul-12	57	**956-587-8857**	**99000021281127**	**SCNF0285NPV**	D746064XTR	11.6" HP Mini 311 Notebook PC
3-Jul-12	58	**956-587-8845**	**99000021281148**	**SCNF0285NPX**	D746064XTQ	11.6" HP Mini 311 Notebook PC
3-Jul-12	59	**956-587-8852**	**99000021280990**	**SCNF0285NQ0**	D746064XTV	11.6" HP Mini 311 Notebook PC
3-Jul-12	60	**956-587-8858**	**99000021281050**	**SCNF0285NQ8**	D746064XTP	11.6" HP Mini 311 Notebook PC
3-Jul-12	61	**956-929-1749**	**99000021283260**	**SCNF03159DW**	D74606A58P	11.6" HP Mini 311 Notebook PC
3-Jul-12	62	**956-929-1803**	**99000021282945**	**SCNF03159FN**	D74606A57I	11.6" HP Mini 311 Notebook PC
3-Jul-12	63	**956-929-1794**	**99000021282834**	**SCNF03159FW**	D74606A58C	11.6" HP Mini 311 Notebook PC
3-Jul-12	64	**956-929-1713**	**99000021282953**	**SCNF03159G1**	D74606A57K	11.6" HP Mini 311 Notebook PC
3-Jul-12	65	**956-929-1905**	**99000021282850**	**SCNF03159GH**	D74606A586	11.6" HP Mini 311 Notebook PC
3-Jul-12	66	**956-929-1872**	**99000021282825**	**SCNF03159GZ**	D74606A57H	11.6" HP Mini 311 Notebook PC
3-Jul-12	67	**956-929-1715**	**99000021282938**	**SCNF03159H8**	D74606A57L	11.6" HP Mini 311 Notebook PC
3-Jul-12	68	**956-929-1908**	**99000021282926**	**SCNF03159JK**	D74606A588	11.6" HP Mini 311 Notebook PC
3-Jul-12	69	**956-929-1761**	**99000021282870**	**SCNF0320FZR**	D74606A58B	11.6" HP Mini 311 Notebook PC
3-Jul-12	70	**9656-929-1747**	**99000021289964**	**SCNF0320G12**	D74606A58Q	11.6" HP Mini 311 Notebook PC
3-Jul-12	71	**956-929-1711**	**99000021291654**	**SCNF0320G3D**	D74606A57J	11.6" HP Mini 311 Notebook PC

3-Jul-12	72	**956-929-1883**	**99000021291545**	**SCNF0320G5G**	D74606A58D	11.6" HP Mini 311 Notebook PC
3-Jul-12	73	**956-929-1686**	**99000021290210**	**SCNF0320G5P**	D74606A58A	11.6" HP Mini 311 Notebook PC
3-Jul-12	74	**956-929-1888**	**99000021289764**	**SCNF0320G5V**	D74606A57N	11.6" HP Mini 311 Notebook PC
3-Jul-12	75	**956-929-1780**	**99000021289762**	**SCNF0320G5X**	D74606A57O	11.6" HP Mini 311 Notebook PC
3-Jul-12	76	**956-929-1698**	**99000021289781**	**SCNF0320G61**	D74606A58O	11.6" HP Mini 311 Notebook PC
3-Jul-12	77	**956-929-1782**	**99000021289751**	**SCNF0320G63**	D74606A57M	11.6" HP Mini 311 Notebook PC
3-Jul-12	78	**956-929-1757**	**99000021289760**	**SCNF0320G65**	D74606A589	11.6" HP Mini 311 Notebook PC
3-Jul-12	79	**956-929-1911**	**99000021289780**	**SCNF0320G6F**	D74606A584	11.6" HP Mini 311 Notebook PC
3-Jul-12	80	**956-929-1901**	**99000021290225**	**SCNF0320G6G**	D74606A587	11.6" HP Mini 311 Notebook PC
3-Jul-12	81	**956-929-1890**	**99000021289723**	**SCNF0320G6H**	D74606A585	11.6" HP Mini 311 Notebook PC
3-Jul-12	82	**956-587-8889**	**99000021287938**	**SCNF0320H27**	D74606A26A	11.6" HP Mini 311 Notebook PC
3-Jul-12	83	**856-929-1801**	**99000021296978**	**SCNF03260XL**	D74606A5IX	11.6" HP Mini 311 Notebook PC
3-Jul-12	84	**956-929-1859**	**99000021296888**	**SCNF03260XQ**	D74606A5IA	11.6" HP Mini 311 Notebook PC
3-Jul-12	85	**956-929-1874**	**99000021296900**	**SCNF03260XZ**	D74606A5IY	11.6" HP Mini 311 Notebook PC

Memorandum

To: Renan Ramirez-Chief Information Officer
From: Yvonne Ramon-Elections Administrator YR
Date: 8/29/2012
Subject: Verizon 4 Phone Lines

The Elections Department has 4 Verizon phone lines that are for office use only. The monthly charge for the 4 lines is $139.96. PO# 668543 has been created for these expenditures. Attached you will find the Wireless Device Request Form W.2011.2.

Thank you for your continued cooperation with this matter. If you have any questions, feel free to contact me at any time (956) 318-2570.

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

(Office Use) / Employee: _____ Employee ID#_____ Signature:_____

Department: Elections Dept#: 130

Quantity: 4

Service: $139.96/mo (x) 12 months = 1,679.52 Account: 2-1100-414-00-130-001-0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: 1,679.52 **Requisition Number:** 208483

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
[signature]	Yvonne Raman	8/29/12

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Elections Department
Verizon 4 Phone Lines
PO# 668543

Phone #	ESN/MEID	Order #
956-587-8464	A100001697E1CF	26209001
956-587-8465	A100001697EB7A	26209002
956-587-8466	A100001697E1CE	26209003
956-587-8467	A100001697EB7C	26209004

AI-33904 **Urban County 14. A.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Urban County Program, on behalf of the City of Alton, is requesting authority to purchase fire protection equipment through Hidalgo County's membership and participation with Buy Board (Texas Association of School Boards) approved vendor Casco Industries, Inc. (contract # 363-10) in the amount of $18,802.08 (quote attached hereto). City of Alton UCP Year 24 (2011) Fire Station/Equipment funds will be utilized.

2. Urban County Program, on behalf of the City of Alton, is requesting authority to purchase radios to be used by the Alton Fire Department through Hidalgo County's membership and participation with HGAC (Houston-Galveston Area Council) approved vendor Motorola (contract # RA05-12) in the amount of $9,779.80 (quote attached hereto). City of Alton UCP Year 24 (2011) Fire Station/Equipment funds will be utilized.

BACKGROUND

a. The fire protection equipment, to include 12 bunker gear pants, jackets, and hoods, will be purchased for use in the City limits of Alton. Payment in the amount of $18,802.08 will include warranties, customer assistance, delivery, and co-op fees. Delivery is expected within 30-60 days.

Vendor:	Casco Industries, Inc.
Purchase Amount:	$18,802.08
Funds Available:	$28,800.31 Year 24 (2011) City of Alton Fire Station/Equipment funds

b. The fire protection equipment, which consists of 6 radios, will be purchased for use in the City limits of Alton. Payment in the amount of $9,779.80 will include warranties, equipment services, delivery, and co-op fees. Delivery is expected within 30-60 days.

Vendor:	Motorola
Purchase Amount:	$ 9,779.80
Funds Available:	$28,800.31 Year 24 (2011) City of Alton Fire Station/Equipment funds

Attachments

Alton Agenda Casco Industries

Alton Agenda Motorola

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/28/2012 04:35 PM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Mary Flores Started On: 08/28/2012 01:52 PM

Final Approval Date: 09/07/2012

Item a. Casco Industries

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: BuyBoard **Person Contacted:** Bob Yancy, Sales Specialist

Purchase #1 **Vendor Name:** Casco Industries, Inc. **Contract No.:** 363-10 **Phone:** 281-442-1800

Quantity	Description of Items	Price per Unit	Total Amount
12	32782D - GLOBE GXTREME ADVANCE JACKETS WITH RADIO POCKETS AND "ALTON" SEWN ON BACK	$895.41	$10,744.92
12	42782D – GLOBE GXTREME ADVANCE PANTS WITH SLIZONE KNEES, DRAGON HIDE CUFFS AND POCKETS	$650.05	$7,800.60
12	3038185 – NOMEX HOOD META ARAMID/LENZING RF WITH COMFORT PLUS LINER	$21.38	$256.56

TOTAL:	$18,802.08

Recommendation: Purchase of 12 jackets, 12 pants, and 10 hoods will satisfy the city's need for bunker gear. City's supply of boots, gloves and helmets are still in good condition and do not need replacing.

We recommend to move forward with this purchase.

Requested by: Steve Peña Date 8/22/12 **UCP Approval:** Date 8/24/12

Received
AUG 23 2012
Urban County Program
By:

Casco Industries, Inc. Quotation

14233 INTERDRIVE WEST
HOUSTON, TEXAS 77032

281-442-1800
FAX 281-442-1803

To: City of Alton Fire Department **Attn:** Interim Chief Tony Garza **Fax:** 956-432-0740 **Buy Board Contract:** 363-10	**Ship to:** Alton Fire Department 509 South Alton Blvd. Alton, TX 78573

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
8/10/12	BOB YANCY	45 days	Best Way	Destination	NET 30 Days

Item #	Qty	Description		List Price	Unit Price	Percent Discount	Total
1	12	Globe 32782D GXtreme Advance Jackets with radio pockets and "Alton" sewn on back		1,484.95	895.41	39%	10,744.92
		✓ GXT ADVANCE COAT	710.00				
		✓ RADIO POCKET	42.20				
		✓ SEPARATING LINER	17.45				
		✓ FLASHLIGHT HOLDER	15.80				
		✓ NYC L/Y TRIM	144.45				
		✓ ARALITE NP THERMAL	293.00				
		✓ RT7100 MOISTURE BARRIER	230.00				
		✓ NOMEX HAND & WRIST GUARDS	7.40				
		✓ DRAGONHIDE CUFFS	12.65				
		✓ "ALTON" 3" L/Y LETTERS	12.00				
2	12	Globe 42782D GXtreme Advance Pants with Slizone Knees, Dragon Hide Cuffs Knees and Pockets		1,121.65	650.05	42%	7,800.60
		✓ GXT ADVANCE PANT	548.00				
		✓ ARALITE NP THERMAL	229.00				
		✓ RT7100 GORE MOISTURE BARRIER	188.00				
		✓ SUSPENDERS	0.00				

		✓ 3" L/Y TRIPLE TRIM AROUND CUFFS ✓ SILIZONE PADDED KNEES ✓ DRAGONHIDE KNEES ✓ DRAGONHIDE CUFFS	32.25 39.20 51.85 33.35				
3	12	Nomex Hood 3038185 Meta Aramid/Lenzing RF with Comfort Plus Liner		27.41	21.38	22%	256.56

Sub Total	**$18,802.08**
Shipping	**0.00**
TOTAL	**$18,802.08**

BOB YANCY / Sales Representative

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document | Back

Vendor Name:	Casco Industries, Inc.
Address:	607 West 62 Street Shreveport, LA 71106
Phone Number:	(800) 551-8787
Email:	david@cascoindustries.com
Federal ID:	72-0698936
Contact:	David Stewart
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	363-10
Effective Date:	04/01/2011
Expiration Date:	03/31/2014
Payment Terms:	Net 30 days
Delivery Days:	60
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Arkansas, Colorado, Kansas, Louisiana, Missouri, New Mexico, Oklahoma, Texas
Quote Reference Number:	363-10
Return Policy:	RGA required.
Regulatory Notice:	**BuyBoard contract pricing does not include bonding or insurance. Each entity must their individual projects to determine the need for bonding and insurance, including limitation such workers' compensation insurance as may be required by state or loc or policy. If required, it is the responsibility of each entity to obtain such bonding an insurance or confirmation of coverage, as applicable, from the vendor.** **Also, each entity must assess their individual projects to determine whether the proj subject to prevailing wage rate requirements under the federal Davis Bacon Act or s local law. If any such requirements apply, it is the responsibility of each entity to tak appropriate action to determine compliance by the vendor.** **The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Goven Code ("Act"), prohibits a governmental entity from using a competitive bid process t initially considers price in the procurement of professional services covered under t "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and r estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provide: governmental entity may not use an interlocal contract with a purchasing cooperativ purchase engineering or architectural services (Texas Government Code, Section 79 (h)). BuyBoard® contracts do not, and are not intended to, include professional serv that must be procured in accordance with the Act. Cooperative members are remind they must comply with the Act whenever a contract includes professional services a component part, and may not procure engineering or architectural services through BuyBoard contract.**

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2012 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department
"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
06/19/2012	***Audio Visual Aids***	**Audio Visual Equipment & Supplies**	**394-12**	**5/01/2012 - 4/30/2015**
10/11/2011	Automated Logic	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/1/2011-5/31/2014
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
12/6/2011	Bill Bunton Auto Supply and Machine	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
12/6/2011	Burton	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
6/19/2012	***Camcor, Inc.***	**Audio Visual Equipment & Supplies**	**394-12**	**5/01/2012 - 4/30/2015**
7/05/2011 10/14/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC HVAC Equipment, Supplies & Installation	375-11 384-11	6/01/2011-5/31/2014 10/1/2011-9/30/2014
11/8/2011	Casco Industries, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
6/19/2012	***Certified Laboratories Div. of NCH Corp***	**Motor Fuels, Lubricants & Oils**	**314-09**	**06/01/2009 – 11/30/2012**
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
6/19/2012	***Chemsearch, A Div Of NCH***	**Motor Fuels, Lubricants & Oils**	**314-09**	**6/1/2009 –11/30/2012**
6/19/2012	***Diaz Floors & Interiors***	**Indoor & Outdoor Flooring Products & Sports Surfaces**	**391-12**	**3/01/2012 - 2/28/2015**
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
9/27/2011	Facility Solutions Group	Energy Saving Lighting Products	368-10	4/1/2011-3/31/2014
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
11/29/2011	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/6/2011	GCR Tire Centers	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014

The Local Government Purchasing Cooperative

For the Period 4/1/2011 to 3/31/2014

Final Catalog Award Report for Public Safety & Fire House Supplies & Equipment #363-10

26 Discount Off Catalog/Pricelist for all Turnout Gear

Vendor	Vendor Catalog Info	Percent Discount	Award
Dooley Tackaberry, Inc.	Fyrepel Pricelist	7%	Yes
Dooley Tackaberry, Inc.	Fyrepel Pricelist	7%	Yes
Casco Industries, Inc.	**Globe Pricelist**	**35%**	**Yes**
Dooley Tackaberry, Inc.	Honeywell First Responder Pricelist	52%	Yes
Dooley Tackaberry, Inc.	Innotex Pricelist	7%	Yes
Daco Fire and Safety	Lion Pricelist	10%	Yes
GT Distributors, Inc.	Sperian - Howard Leight Pricelist	30.50%	Yes
Metro Fire Apparatus Specialists, Inc.	Sperian Fire Protective Clothing Pricelist	23%	No

27 Discount Off Catalog/Pricelist for all Fire Fighters Protective Boots

Vendor	Vendor Catalog Info	Percent Discount	Award
Metro Fire Apparatus Specialists, Inc.	Cosmas Pricelist	20%	Yes
Casco Industries, Inc.	**Globe Boots Pricelist**	**30%**	**Yes**
Dooley Tackaberry, Inc.	Honeywell First Responder Pricelist	40%	Yes
Casco Industries, Inc.	**Thorogood Pricelist**	**32%**	**Yes**
Dooley Tackaberry, Inc.	Thorogood Pricelist	30%	No
Daco Fire and Safety	Thorogood Pricelist	25%	No
GT Distributors, Inc.	Thorogood/Weinbrenner Pricelist	15.50%	Yes

28 Discount Off Catalog/Pricelist for all Nomex Station Uniforms

Vendor	Vendor Catalog Info	Percent Discount	Award
Miller Uniforms & Emblems Inc.	Blauer Pricelist	15%	Yes
Daco Fire and Safety	Lion Pricelist	25%	Yes
[redacted]	[redacted]	[redacted]	[redacted]
Casco Industries, Inc.	**Workrite Pricelist**	**15%**	**Yes**

G-XTREME STYLE JACKET and OPTIONS

OVERSIZE CHARGE – ADD 30% FOR SIZE 60+,

A STYLE CODE

B OUTER SHELLS

		(3) G-XTREME
07	NOMEX® IIIA 7.5oz	654.00
11	PBI™ Matrix 7.5 oz - Gold	951.00
11	PBI™ Matrix 7.5 oz - Black	1020.00
18	Aluminized PBI™ 7.0oz	1020.00
27	ADVANCE™ 7.0 oz	710.00
37	Black ADVANCE™ (PCA) 7.0 oz	739.00
29	BASOFIL® 7.5 oz - Gold	724.00
38	VANTAGE (BASOFIL®) 7.5 oz - Gold	724.00
38	VANTAGE (BASOFIL®) 7.5 oz - Black	754.00
32	MILLENIA™ XT 7.5 oz	1014.00
47	ADVANCE ULTRA® 7.5oz	852.00
34	ARMOR 7.0oz™**	820.00

C THERMAL LINERS

		(3) G-XTREME
68	SYNERGY® (Only with #29 Shell)	341.00
76	Q-8™	N/A
77	CALDURA® SL2	401.00
78	ARALITE® SL2	335.00
82	ARALITE® NP	293.00
83	QUANTUM3D® (2 Lyr)	456.00
63	QUANTUM3D® (1 Lyr)*	436.00
84	CALDURA® NP	374.00
86	CALDURA® SL3	445.00
79	ARALITE® SL3	389.00
81	DEFENDER M® SL2***	337.00
85	GLIDE ****	412.00

* Only available with (F) CROSSTECH® 3-Layer moisture barrier
** Only with GLIDE/ (G) CROSSTECH
*** Only with (G) CROSSTECH at this time - call for availability.
**** Only with MATRIX or ARMOR/ (G) CROSSTECH

D MOISTURE BARRIERS

		(3) G-XTREME
D	GORE™ RT7100	230.00
F	CROSSTECH® 3-Layer	482.00
E	STEDAIR® 3000	214.00
G	BLACK CROSSTECH®	336.00

E TRIM – G-XTREME

	SCOTCHLITE™	TripleTrim	REFLEXITE®	BRILLIANCE®
NFPA Basic 3"	103.60	113.05	86.00	101.90
NYC 3"	132.35	144.45	109.85	130.00
NFPA Vert 3"	112.20	122.45	93.15	110.20
Project Fires	141.00	153.85	117.10	138.50
High Visibility	155.75	169.80	129.40	152.95
NFPA Vert II	104.85	114.30	87.20	103.00
Project Fires II	132.45	144.50	109.95	130.05
High Visibility II	148.25	161.60	123.35	145.60

F LETTERS

SCOTCHLITE™ 2" & 3" L/Y, R/O	2.40 ea. 21.60
REFLEXITE® 2" & 3" L/Y	5.40 ea.

F LETTER PATCHES

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™XT
Sew-On	19.45	28.25
Velcro	33.30	80.90
Hanging 5x20	33.25	51.30

G CLOSURES – G-XTREME (8C STANDARD)

5C	Velcro In/Hook & Dee Out	N/C	N/C
6C	Zipper In/Hook & Dee Out (N/A on Aluminized)	5.30	5.30
7C	Hook & Dee In/Velcro Out	25.85	35.95
17C	Snap In/Hook & Dee Out	N/C	N/C

H SIDE POCKETS

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™XT
28P 2x8x8 Expansion Pockets	20.95	30.00
16P 2x10x10 Expansion Pockets	27.70	48.85
2x10x6 Half High Expsion Pockets	23.10	35.15
Pocket Divider	8.15	14.15

I/K EXTRA POCKETS/OPTIONS

Radio Pocket 13P-B 3x3.5x9 13P-K 2x3.5x7 13P-C 2x3.5x8 13P-L 2x3.5x9	42.20	57.20
Antenna Notch in #13P Flap	2.05	2.05
6P 4x9x15 Face Mask Pouch	65.60	89.70
6P Detachable Face Mask Pouch	71.15	102.00
7P 2x3x7.5 Flashlight Pocket	30.35	39.35
8P 2x3x9 Flashlight Pocket	32.70	44.70

J/L OTHER OPTIONS

Self Mic Strap	2.40	3.35
Suede Mic Strap	3.50	3.50
Helmet Snap	4.80	4.80
Dee Ring on Suede Patch	3.25	3.25
Flashlight Snap & Strap w/Velcro	10.20	13.25
Sunlance Flashlight Holder	15.45	19.95
Survivor Flashlight Holder	15.80	20.30
Universal Clip	8.80	11.80

M WRISTERS (4" NOMEX® STANDARD)

NOMEX® Hand & Wrist Guards	7.40	7.40
KEVLAR® Hand & Wrist Guards	7.60	7.60
PBI™ Hand & Wrist Guards	24.65	24.65

N REINFORCEMENTS

POCKETS

DRAGONHIDE™	(Outside) Exp Pocket	40.20	40.20
Grey Suede	(Outside) Exp Pocket	21.00	21.00
Black Suede	(Outside) Exp Pocket	24.65	24.65
ARASHIELD®	(Outside) Exp Pocket	24.35	24.35
KEVLAR® Twill	(Pouch)	33.55	33.55

CUFFS (GREY SUEDE STANDARD)

DRAGONHIDE™	12.65	12.65
Self Material	4.20	12.30
Black Suede	1.65	1.65
ARASHIELD® (Black, Grey, Gold)	8.30	8.30

ELBOWS

DRAGONHIDE™	44.60	44.60
Self Material	20.00	35.05
Grey Suede	16.25	16.25
Black Suede	18.70	18.70
ARASHIELD® (Black, Grey, Gold)	23.65	23.65
Padded Elbows	8.15	8.15

SHOULDERS

DRAGONHIDE™	20.65	20.65
Self Material	10.95	17.00
Grey Suede	12.45	12.45
Black Suede	14.05	14.05
ARASHIELD® (Black, Grey, Gold)	12.65	12.65
Padded Shoulders	12.40	12.40

UPPER BACK

Self Material	15.00	27.05
Padded	12.15	12.15

O MISC

Extra Liner Pocket	14.45	14.45
IS Aramid Shoulder Pads	18.90	18.90
Liner Alert at Hem	24.45	31.80
Embroidered Flag	15.75	15.75
Separating Liner (G-XTREME Only)	17.45	17.45
Individual Box	4.00	

G-XTREME PANTS and OPTIONS

OVERSIZE CHARGE – ADD 30% FOR SIZE 60+

A STYLE CODE

B OUTER SHELLS

		(4) G-XTREME
07	NOMEX® IIIA 7.5oz	503.00
11	PBI™ Matrix 7.5oz - Gold	737.00
11	PBI™ Matrix 7.5oz - Black	791.00
18	Aluminized PBI™ 7.0oz	774.00
27	ADVANCE™ 7.0oz	548.00
37	Black ADVANCE™ (PCA) 7.0oz	570.00
29	BASOFIL® 7.5oz - Gold	558.00
38	VANTAGE (BASOFIL®) 7.5oz - Gold	558.00
38	VANTAGE (BASOFIL®) 7.5oz - Black	578.00
32	MILLENIA™ XT 7.5oz	790.00
47	ADVANCE ULTRA® 7.5oz	661.00
34	ARMOR® 7.0oz**	636.00

C THERMAL LINERS

		(4) G-XTREME
68	SYNERGY® (Only with #29 Shell)	272.00
76	Q-8™	N/A
77	CALDURA® SL2	327.00
78	ARALITE® SL2	267.00
82	ARALITE® NP	229.00
83	QUANTUM3D™ (2 Lyr)	375.00
63	QUANTUM3D™ (1 Lyr)*	352.00
84	CALDURA® NP	301.00
86	CALDURA® SL3	366.00
79	ARALITE® SL3	315.00
81	DEFENDER M® SL2***	268.00
85	GLIDE ****	336.00

* Only available with (F) CROSSTECH® 3-Layer moisture barrier
** Only with GLIDE/ (G) CROSSTECH
*** Only with (G) CROSSTECH at this time - call for availability.
**** Only with MATRIX or ARMOR/ (G) CROSSTECH

D MOISTURE BARRIERS

		(4) G-XTREME
D	GORE™ RT7100	188.00
F	CROSSTECH® 3-Layer	409.00
E	STEDAIR® 3000	176.00
G	BLACK CROSSTECH®	283.00

E TRIM

	SCOTCHLITE™	TripleTrim	REFLEXITE®	BRILLIANCE®
3" Around Cuffs	30.45	32.25	25.15	29.90
3" Down Legs	45.95	50.30	39.00	45.10

F LETTERS

SCOTCHLITE™ 2" & 3" L/Y, R/O	2.40 ea.
REFLEXITE® 2" & 3" L/Y	5.40 ea.

F LETTER PATCHES

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™XT
Sew-On	15.45	28.25
Velcro	55.30	80.90

F NUMBER PATCHES (4 X 4 STANDARD)

Sew-On	6.15	9.20
Velcro	20.55	23.55

G CLOSURES

Zipper Fly	3.40
Zipper/Velcro Fly	9.10
Velcro Fly	STD
Snaps	NO CHARGE

H SIDE POCKETS – G-XTREME (16P STANDARD)

28P 2x8x8 Expansion Pockets	70.45	115.60
Pocket Divider	8.15	14.15
LifeLine Rope Pocket	35.95	52.75
Wallet Pocket (single)	15.15	21.55

I REINFORCEMENTS

POCKETS

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™XT
DRAGONHIDE™ (Outside) Exp Pocket	40.20	40.20
Grey Suede (Outside) Exp Pocket	21.00	21.00
Black Suede (Outside) Exp Pocket	24.65	24.65
ARASHIELD® (Outside) Exp Pocket	24.35	24.35
KEVLAR® Twill (Pouch)	33.55	33.55

CUFFS (GREY SUEDE STANDARD)

DRAGONHIDE™	33.35	33.35
Self Material	8.75	24.75
Black Suede	2.35	2.35
ARASHIELD® (Black, Grey, Gold)	10.60	10.60

KNEES

DRAGONHIDE™	51.85	51.85
Self Material	22.30	40.35
Grey Suede	26.90	26.90
Black Suede	31.40	31.40
ARASHIELD® (Black, Grey, Gold)	29.45	29.45
SILIZONE™ Padded Knee	39.20	39.20
Padded Knees (ARAFIL® & Thermal Liner)	19.20	19.20
Extra Layer #76 Knee Padding on Outer Shell	12.50	12.50
Extra Layer #76 Knee Padding on Liner Knee	9.45	9.45

REMOVEABLE KNEES

DRAGONHIDE™ Knees	53.10	53.10
Self Knees	33.40	45.45
Suede Knees	37.90	37.90
ARASHIELD® Knees	38.30	38.30
Padding for Knees	19.20	19.20
SILIZONE™	39.20	39.20

K SUSPENDERS (ALL LENGTHS)

	Regular	w/Trim
RIP-CORD SUSPENDERS		
Black Padded Rip-Cord H-Back (Standard)	Included with pants	16.55 addtl

L MISC

	NOMEX®/ADVANCE™ ADVANCE® ULTRA	PBI™/BASOFIL® MILLENIA™XT
Rappelling Harness Loops	43.95	48.05
Liner Alert at Cuffs	24.45	31.80
Water Proof Dam at Cuffs	31.05	31.05
Spanner Pocket w/Suede	35.30	47.40
Separating Liner (G-XTREME Only)	12.10	12.10
Utility Loops	34.10	47.90
Zipper Legs	181.90	214.90
Individual Box	4.00	

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price	Qty	Ac
Casco Industries, Inc.	50% Discount Off Chemguard Pricelist for all Fire Fighting Foam	N/A	$0.00		
Casco Industries, Inc.	40% Discount Off MSA Cairns Helmets Pricelist for all Protective Clothing & Rescue Gear including Helmets and Gear Bags.	Pricing Sheet	$0.00		
Casco Industries, Inc.	22% Discount Off PGI Hoods Pricelist for all Protective Clothing & Rescue Gear including Helmets and Gear Bags.	Pricing Sheet	$0.00		
Casco Industries, Inc.	25% Discount Off Shelby Gloves Pricelist for all Protective Clothing & Rescue Gear including Helmets and Gear Bags	N/A	$0.00		
Casco Industries, Inc.	28% Discount Off ESS Pricelist for all Protective Clothing & Rescue Gear including Helmets and Gear Bags	N/A	$0.00		
Casco Industries, Inc.	22% Discount Off PGI Wildland Gear Pricelist for all Protective Clothing & Rescue Gear including Helmets and Gear Bags.	Pricing Sheet	$0.00		
Casco Industries, Inc.	20% Discount Off Globe Pricelist for all Protective Clothing & Rescue Gear including Helmets and Gear Bags.	Pricing Sheet	$0.00		
Casco Industries, Inc.	20% Discount Off Lifeline Pricelist for all Protective Clothing & Rescue Gear including Helmets and Gear Bags	N/A	$0.00		
Casco Industries, Inc.	25% Discount Off Tempest Pricelist for all Other Fire House Equipment & Supplies	N/A	$0.00		
Casco Industries, Inc.	21.5% Discount Off Franklin Gloves Pricelist for all Protective Clothing & Rescue Gear including Helmets and Gear Bags	N/A	$0.00		
Casco Industries, Inc.	22% Discount Off MSA Pricelist for all Gas Detection Devices.	Pricing Sheet	$0.00		
Casco Industries, Inc.	10% Discount Off Lancier Rescue Tools Pricelist for all Other Fire House Equipment & Supplies	N/A	$0.00		
Casco Industries, Inc.	46% Discount Off Kochek Pricelist for all Other Fire House Equipment & Supplies.	Pricing Sheet	$0.00		
Casco Industries, Inc.	37% Discount Off Akron Brass Pricelist for all Other Fire House Equipment & Supplies	N/A	$0.00		
Casco Industries, Inc.	12% Discount Off Zico Pricelist for all Other Fire House Equipment & Supplies.	Pricing Sheet	$0.00		
Casco Industries, Inc.	11% Discount Off Ready Rack Pricelist for all Other Fire House Equipment & Supplies.	Pricing Sheet	$0.00		
Casco Industries, Inc.	35% Discount Off Nulpa Pricelist for all Other Fire House Equipment & Supplies	N/A	$0.00		
Casco Industries, Inc.	35% Discount Off Leatherhead Pricelist for all Other Fire House Equipment & Supplies	N/A	$0.00		
Casco Industries, Inc.	20% Discount Off Rescue Pricelist for all Protective Clothing & Rescue Gear including Helmets and Gear Bags	N/A	$0.00		
Casco Industries, Inc.	20% Discount Off MSA Paraclete Tactical Accessories, LE Gas Mask Pricelist for all Misc. Public Safety Products	N/A	$0.00		
Casco Industries, Inc.	28% Discount Off ESS Pricelist for all Misc. Public Safety Products	N/A	$0.00		
Casco Industries, Inc.	21.5% Discount Off Franklin Gloves for all Misc. Public Safety Products	N/A	$0.00		
Casco Industries, Inc.	10% Discount Off MSA Parts Pricelist for Breathing Apparatus.	Pricing Sheet	$0.00		
Casco Industries, Inc.	25% Discount Off MSA Paraclete Tactical Accessories Pricelist for Tactical Equipment.	Pricing Sheet	$0.00		
Casco Industries, Inc.	2% Discount Off Blauer Homeland Defender Pricelist for Tactical Equipment	N/A	$0.00		

Showing 1 to 25 of 1,000 entries

hoods

COBRA™ FIRE FIGHTING AND ARC RESISTANT HOODS
PARTNER PRICELIST

The *Cobra*™ hood line features our Comfort Plus™ (Nomex/Lenzing FR®) liner. The *Original Cobra* ™ hood line has the exact same features and construction as the Cobra hood line with the exception of the liner, which will be the same fabric as the outer shell.

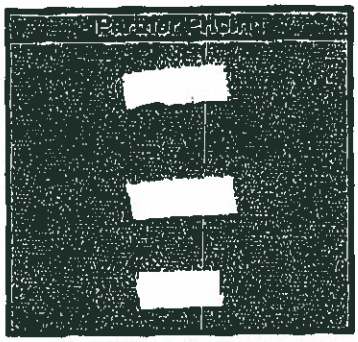
All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

COBRA™ ULTIMATE™ with Comfort Plus™ Liner

Double ply hood featuring Comfort Plus™ liner. The Comfort Plus™ liner is the softest, most comfortable flame resistant liner available. Fabric wicks moisture off the skin, keeping the wearer drier and more comfortable. X-Long length; Designed for maximum protection; Covers the chest, shoulders and shoulder blades; Flat-stitched seams; X-heavy ½" wide elasticized face opening; Cover stitched bound drape; Sewn with 100% Nomex® thread; All points of stress bartacked.

All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

New Style #	Old Style #	Description		List Price
* 3038185	30180	Nomex ® (Meta Aramid) / Lenzing FR® with Comfort Plus™ Liner ⚠ Arc Rating: ATPV = 8.2	HRC 2	$27.41
3038285	30179	PBI® / Lenzing FR® with Comfort Plus™ Liner		34.87
3038385	30177	P84® / Lenzing FR® with Comfort Plus™ Liner		35.28



Original COBRA™ ULTIMATE™

Double ply hood throughout; X-long length; Designed for maximum protection; Covers the chest, shoulders and shoulder blades; Flat-stitched seams; X-heavy ½" wide elasticized face opening; Cover stitched bound drape; Sewn with 100% Nomex® thread; All points of stress bartacked.

All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

New Style #	Old Style #	Description		List Price
3048085	30181	100% Nomex® (Meta Aramid)		$33.28
3048285	30178	PBI® / Lenzing FR®		40.88
3048385	30176	P84® / Lenzing FR®		36.19
3049298	N/A	Carbon Shield™ ⚠ Arc Rating: ATPV = 23.3	HRC 2	40.26
3042285	New	Meta Aramid / Lenzing FR® ⚠ Arc Rating: ATPV = 9.2	HRC 2	26.19
3042185	New	Ara-Tek FR™ Tri-Blend ⚠ Arc Rating: ATPV = 10.7	HRC 2	25.52
3042093	New	Para-Tek FR™ Tri-Blend ⚠ Arc Rating: ATPV = 34.4	HRC 3	27.47



Note: Hoods recommended for arc flash are indicated with a triangle arc symbol ⚠ and corresponding ATPV Arc Rating and Hazard Risk Category (HRC) Rating. The higher the ATPV rating the greater the protection.

Item b. Motorola

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: HGAC – Houston-Galveston Area Council **Person Contacted:** David Champion

Purchase #1 **Vendor Name:** Motorola **Contract No.:** RA05-12 **Phone:** 956-457-9912

Quantity	Description of Items	Price per Unit	Total Amount
6	H46KDC9PW5BN – RADIO XTS2500 136-174MHZ/ 1-5W 48 CHANNELS/ NO KEYPAD MODEL 1	$637.50	$3,825.00
6	Q811 – ENH SOFTWARE P25 CONVENTIONAL	$495.00	$2,970.00
6	Q58AD – ENH EXTENDED WARRANTY SERVICE: 2 YEAR ENCRYPTED REPAIR SERVICE ADVANTAGE	$97.00	$582.00
6	QA00542AA – ADD: SPARE KNOB KIT	$0.00	$0.00
6	H799 – TEST RESULT PRINT OUT	$0.00	$0.00
6	NTN9858C – BATTERY (SPARES): IMPRESS NIMH, 2100 MAH, 7.5V BATTERY	$88.00	$528.00
6	PMMN4038A – MICROPHONES: REMOTE SPEAKER MICROPHONE, IP57	$70.80	$424.80
6	EQUIPMENT SERVICES: PROGRAMMING	$45.00	$270.00
1	EQUIPMENT SERVICES: TEMPLATE #1	$100.00	$100.00
1	WPLN4130 – MULTI UNIT CHARGER: CHARGER IMPRES SMART MULTI UNIT W/ DISPLAY MODULES (110V)	$1,080.00	$1,080.00
	TOTAL:		$9,779.80

Recommendation: Purchase of 6 radios will satisfy the city's need for fire fighter radios. Purchase will include 2 year warranty and programming services. We recommend to move forward with this purchase.

Requested by: Steve Pena Date 8/23/12 **UCP Approval:** Date 8/24/12

Received
AUG 23 2012
Urban County Program
By:

COMMUNICATIONS EQUIPMENT & SERVICES

Section Contents

Wireless VOIP Telecomm Equip & Services

Radio Communication, Emergency Response & Mobile Interoperability Equipment

9-1-1 Equipment & Emergency Notification Software & Services

Payment Kiosks

Record & Playback Systems

Traffic Control, Enforcement & Signal Preemption

RADIO COMMUNICATION, EMERGENCY RESPONSE & MOBILE INTEROPERABILITY EQUIPMENT

Contract No.: RA05-12

Effective Date: May 1, 2012 thru Apr 30, 2015

A wide variety of Radio Communication/Emergency Response & Mobile Interoperable Equipment is available thru the H-GAC Cooperative Purchasing Program. Please contact the appropriate supplier to discuss your needs, and to obtain a price quotation based on theH-GAC contract.

- Communications-Applied Technology
- Commercial Wireless Solutions, L.P.
- Daniels Electronics Ltd.
- E. F. Johnson Company
- Harris Communications
- Icom America, Inc.
- Intrado Inc.
- Kenwood U.S.A. Corporation
- Motorola
- Relm Wireless Corporation
- Tait North America Inc.
- Utility Associates
- Ultralife Corporation
- Vertex Standard USA, Inc.

Communications-Applied Technology

Products Offered

Incident Commanders Radio Interface Interoperability Bridge and Accessories

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Commercial Wireless Solutions, L.P.

Back to top

Kenwood U.S.A. Corporation

Products Offered

Portables, Mobiles, Base Stations, Repeaters & Accessories

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Motorola

Contractors

Motorola Solutions Inc,. Texas Communications., Total Safety U.S. Inc., Victoria Communication Services, Inc., DFW Communications, Inc.

Products Offered

Mobile and Portable radios, Base Stations, Trunking Systems, Dispatch Consoles, Mobile Data Systems, Mobile Data Subscribers, Mobile Computing Devices, Broadband Wireless Mesh Infrastructure and Subscribers, Video and Biometrics, Radio Infrastructure (Towers, Shelters, UPSs and, Generators), LTE Equipment/Services, Next Gen 911 Equipment/Services Integrated Command Control Equipment, System Integration Services Trailers, System Integration Services Project Management, System Engineering, System Technologist,Training, Advanced Services

Back to top

Relm Wireless Corporation

Products Offered

Portables, Mobiles, Base Stations, Repeaters & Accessories.

Back to top

Tait North America Inc.

H-GAC CONTACTS

- **LaWanda James**
  (P): 713-993-4536
  (F): 713-993-4548
  lawanda.james@h-gac.com

VENDOR CONTACTS

- **Commercial Wireless Solutions, L.P.**
  Sam Shimfoosel
  (P): 713-472-9700
  (F): 713-472-9705
  Click here for Email
- **Communications International, Inc.**
  Linda Reed
  (P): 772-569-5355
  (F): 772-567-2292
  Click here for Email
- **Communications-Applied Technology**
  Seth Leyman
  (P): 703-481-0068
  (F): 703-471-4428
  Click here for Email
- **Dailey and Wells Communications, Inc.**
  Jim Sawyer
  (P): 210-802-6501
- **Tait North America Inc.**
  Paul Bannister
  (P): 281-944-3567
  (F): 281-829-3300
  Click here for Email
- **Texas Communications**
  Jim Sheldon
  (P): 979-775-0239
  (F): 979-222-0126
  Click here for Email
- **Total Safety U.S., Inc. dba H2WR**
  Ricky Wagnon
  (P): 281-802-0230
  (F): 713-681-5940
  Click here for Email
- **Ultralife Corporation**
  Walter Whately
  (P): 757-419-2410
  (F): 757-961-5953
  Click here for Email
- **Utility Associates**
  Herschel Sova
  (P): 512-731-7935
  (F): 678-982-8383
  Click here for Email
- **Vertex Standar USA, Inc.**
  Rick Andrews
  (F): 619-204-6574
  (F): 619-328-0711
  Click here for Email
- **Victoria Communications Services, Inc.**
  Dorothy Mikulenka
  (P): 361-575-7417
  (F): 361-575-2369
  Click here for Email

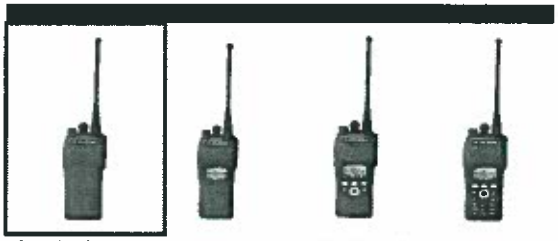
MOTOROLA
Authorized Radio System Specialist

ALTON - CITY OF
FIRE DEPARTMENT
203 WEST MAIN ST
ALTON, TEXAS 78573

DATE:	08/10/2012	08/10/2012
QUOTE #:	12-100566-1	12-100566-1
BY:	D.C HAMPION 314	D.C HAMPION 314
ATTN:	TONY GARZA	TONY GARZA
PHONE:	956-432-0740	956-432-0740
FAX:	956-432-0744	956-432-0744
EMAIL:	GARZA402@HOTMAIL.COM	GARZA402@HOTMAIL.COM
USER CONTACT	TONY GARZA	TONY GARZA
MOBILE CONTACT #	956-460-4963	956-460-4963

HGAC CONTRACT # RA05-12

USER GROUP



ALL ASTRO DIGITAL XTS 2500 PACKAGED MODELS INCLUDE THE FOLLOWING HARDWARE FEATURES:
3 PROGRAMMABLE SIDE BUTTONS ••• ORANGE EMERGENCY BUTTON ••• 16 POSITION MODE ROTARY SELECT SWITCH ••• ON/OFF VOLUME ••• LOW BATTERY ALERT TONE ••• ANTENNA ••• NOISE REDUCTION SOFTWARE ••• 1 TOP MOUNTED PROGRAMMABLE THREE POSITION CONCENTRIC SWITCH ••• WEATHER SEALED UNIVERSAL CONNECTOR ••• BI-COLOR LED INDICATOR ••• IMPRESS ULTRA-HIGH CAPACITY NICKEL METAL HYDRIDE BATTERY ••• DETACHABLE BELT CLIP ••• ASTRO 25 ••• AUDIO GAIN CONTROL

ASTRO DIGITAL XTS 2500 MODEL I.5, II AND III ALSO INCLUDE:
DTMF TELEPHONE INTERCONNECT CAPABILITY (MODEL III ONLY) ••• 6 LINES ALPHANUMERIC DISPLAY (NO MODEL I) ••• DATE AND TIME STAMP ••• KEYPAD TONE MUTE (MODEL II AND III ONLY) ••• LARGE NAVIGATIONAL KEYPAD (MODEL II AND III ONLY) ••• REAL TIME CLOCK ••• HARDWARE ENCRYPTION (NOT AVAILABLE ON MODEL 1)

ITEM	APC	QTY.	MODEL	DESCRIPTION	UNIT LIST	EXTENDED LIST	DISCOUNT FACTOR	HGAC UNIT	HGAC EXTENDED
				[redacted]					
	205		H46UCC9PW5BN	XTS2500 762-870MHZ /1-3W/48 CHANNELS/ NO KEYPAD MODEL 1	$ 850.00	$ -	0.75	$ 637.50	$ -
	205		H46UCD9PW5BN	XTS2500 762-870MHZ/ 1-3W/ 96 CHANNELS/ NO KEY PAD / MODEL 1.5	$ 950.00	$ -	0.75	$ 712.50	$ -
	205		H46UCF9PW6BN	XTS2500 762-870MHZ/ 1-3W/ 870 CHANNELS/ 3X2 KEYPAD/ MODEL 2	$ 1,550.00	$ -	0.75	$ 1,162.50	$ -
	205		H46UCH9PW7BN	XTS2500 762-870MHZ/ 1-3W/ 870 CHANNELS/ 3X6 KEYPAD/ MODEL 3	$ 1,950.00	$ -	0.75	$ 1,462.50	$ -
	407	6	H46KDC9PW5BN	XTS2500 136-174MHZ/ 1-5W/ 48 CHANNELS/ NO KEYPAD MODEL 1	$ 850.00	$ 5,100.00	0.75	$ 637.50	$ 3,825.00
	407		H46KDD9PW5BN	XTS2500 136-174MHZ/ 1-5W/ 96 CHANNELS/ NO KEY PAD / MODEL 1.5	$ 950.00	$ -	0.75	$ 712.50	$ -
	407		H46KDF9PW6BN	XTS2500 136-174MHZ/ 1-5W/ 870 CHANNELS/ 3X2 KEYPAD/ MODEL 2	$ 1,550.00	$ -	0.75	$ 1,162.50	$ -
	407		H46KDH9PW7BN	XTS2500 136-174MHZ/ 1-5W/ 870 CHANNELS/ 3X6 KEYPAD/ MODEL 3	$ 1,950.00	$ -	0.75	$ 1,462.50	$ -
				[redacted]					
				OPERATION MODE					
	205		Q443	ENH: SOFTWARE ANALOG 3600 BAUD	$ 1,260.00	$ -	0.75	$ 945.00	$ -
	205		Q574	ENH: SOFTWARE TRUNKING 9600 BAUD	$ 1,675.00	$ -	0.75	$ 1,256.25	$ -
	205		Q575	ENH: TRUNKING 3600 BAUD SOFTWARE	$ 1,675.00	$ -	0.75	$ 1,256.25	$ -
	205	6	Q811	ENH: SOFTWARE P25 CONVENTIONAL	$ 660.00	$ 3,960.00	0.75	$ 495.00	$ 2,970.00
	205		Q883	ENH: 3600/9600 INTEROPERABILITY	$ 500.00	$ -	0.75	$ 375.00	$ -
				SYSTEMS ENHANCEMENT SOFTWARE					
	205		H345	ADD: XTS2500 RADIO AUTHENTICATION	$ 100.00	$ -	0.75	$ 75.00	$ -
	205		Q387	ENH: CONVENTIONAL VOTE SCAN	$ 200.00	$ -	0.75	$ 150.00	$ -
				SYSTEMS ENHANCEMENT OPTIONS					
	205		G996	ENH: PROGRAMMING OVER P25	$ 100.00	$ -	0.75	$ 75.00	$ -
	205		H43	ENH: REMOTE MONITOR	$ 100.00	$ -	0.75	$ 75.00	$ -
	407		H46	ENH: TRUNKED 1 BTN STAT/MSG XTS2500	$ 150.00	$ -	0.75	$ 112.50	$ -
	205		Q445	ADD: FIREGROUND SUPPORT	$ 250.00	$ -	0.75	$ 187.50	$ -
	205		Q947	ENH: RADIO PACKET DATA	$ 200.00	$ -	0.75	$ 150.00	$ -
				ALGORITHM OPTIONS					
	407		H04	ENH: CONVENTIONAL TACTICAL REKEY WITH MULTIKEY	$ 500.00	$ -	0.75	$ 375.00	$ -
	205		H793	ADD: DVI-XL ENCRYPTION	$ 520.00	$ -	0.75	$ 390.00	$ -
	407		H797	ADD: DVP-XL ENCRYPTION	$ 487.00	$ -	0.75	$ 365.25	$ -
	407		H869	ADD: MULTI KEY Multikey is REQUIRED when using more than one encryption algorithm or encryption key.	$ 330.00	$ -	0.75	$ 247.50	$ -
	407		Q159	ADD: XTS2500 UCM HARDWARE ENCRYPTION REQUIRED FOR ALL ENCRYPTION ALGORITHMS LISTED ON PAGE.	$ 150.00	$ -	0.75	$ 112.50	$ -
	407		Q406	ADD: ADP UCM ENCRYPTION	$ 349.00	$ -	0.75	$ 261.75	$ -
	407		Q625	ADD: DES, DES-XL, DES-OFB ENCRYPTION	$ 599.00	$ -	0.75	$ 449.25	$ -
	407		Q629	*ADD: AES ENCRYPTION*	$ 475.00	$ -	0.75	$ 356.25	$ -
	407		Q668	ADD: ADP UCM ENCRYPTION WITH DES, DES-XL, DES-OFB W/MULTIKEY	$ 799.00	$ -	0.75	$ 599.25	$ -
				ANTENNA - 700/800MHZ					
	205		H112	DEL: ANTENNA, 800MHZ (NAF5037)	$ (10.00)	$ -	0.75	$ (7.50)	$ -
	205		H121	ADD: 806-870 MHZ DIPOLE (NAF5039A)	$ -	$ -	0.75	$ -	$ -
	205		H122	ALT: ANTENNA QUARTER-WAVE 800MHZ (NAF5042)	$ (5.00)	$ -	0.75	$ (3.75)	$ -
	205		H123	ALT: ANTENNA 1/4 WAVE 700/800MHZ	$ (5.00)	$ -	0.75	$ (3.75)	$ -
	205		Q696	ALT: ANTENNA 1/2 WAVE 7" WHIP 700/800MHZ (NAF5080)	$ 5.00	$ -	0.75	$ 3.75	$ -
				ANTENNA - VHF					
	407		H112	DEL: ANTENNA, 800MHZ (NAF5037)	$ (10.00)	$ -	0.75	$ (7.50)	$ -
	407		H128	ALT: ANTENNA HELICAL VHF 136-150.9 (NAD6566)	$ -	$ -	0.75	$ -	$ -
	407		H129	ALT: ANTENNA HELICAL VHF 150.8-162 MHZ (NAD6567)	$ -	$ -	0.75	$ -	$ -
	407		H65	ALT: ANTENNA VHF HELICAL 162-174 MHZ (NAD6568)	$ -	$ -	0.75	$ -	$ -
				BATTERY CONSIDER UPGRADES BELOW					
	205		H207	DEL: BATTERY ALL TOGETHER (NTN9858)	$ (57.00)	$ -	0.75	$ (42.75)	$ -
	205		Q393	ALT: BATTERY IMPRES NIMH FM 2000MAH (NTN9857)	$ 47.00	$ -	0.75	$ 35.25	$ -
	205		Q393SUBM	ALT: IMPRES BATTERY FM NIMH IMMERSIBLE 2000 MAH(NNTN6263)	$ 47.00	$ -	0.75	$ 35.25	$ -
	407		Q495	ALT: BATTERY HOLDER CLAMSHELL BLACK	$ -	$ -	0.75	$ -	$ -
	205		QA00774	ALT: IMPRES BATTERY, LITH, 2700 MAH, IP67 IMMERSION (NNTN7335A)	$ 93.00	$ -	0.75	$ 69.75	$ -
	205		QA01428	ALT: XTS2500 IP67 SLIM LIION 2100 (NNTN7554)	$ 93.00	$ -	0.75	$ 69.75	$ -

		BELT CLIPS									
205	H301	DEL: BELT CLIP (HLN6853)	$	(10.00)	$	-	**0.75**	$	(7.50)	$	-
407	H315	ALT: BELT CLIP 2 INCHES (HLN9844)	$	10.75	$	-	**0.75**	$	8.06	$	-
		CONVENTIONAL FACTORY PROGRAMMING									
205	H477	ADD: CONVENTIONAL FACTORY PROGRAMMING 160 CH	$	-	$	-	**0.75**	$	-	$	-
		DATA CABLES									
205	Q157	ADD: DATA CABLE	$	150.00	$	-	**0.75**	$	112.50	$	-
		HOUSING									
407	QA00211AA	ALT: IP67 IMMERSIBLE OPTION (REQUIRES Q393SU6M)	$	150.00	$	-	**0.75**	$	112.50	$	-
		PROGRAMMING									
407	Q53AE	ENH: FCC CONV FPP AND CLONE	$	150.00	$	-	**0.75**	$	112.50	$	-

			EXTENDED SERVICE WARRANTY								
185		Q884BC	ENH: 1 YEAR REPAIR SERVICE ADVANTAGE	$	44.00	$	-	1.00	$	44.00	$ -
185		H885BK	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE	$	84.00	$	-	1.00	$	84.00	$ -
185		H886AQ	ENH: 3 YEAR REPAIR SERVICE ADVANTAGE	$	125.00	$	-	1.00	$	125.00	$ -
185		Q887AT	ENH: 4 YEAR REPAIR SERVICE ADVANTAGE	$	162.00	$	-	1.00	$	162.00	$ -
185		Q57D	ENH: 1 YEAR ENCRYPTED REPAIR SERVICE ADVANTAGE	$	51.00	$	-	1.00	$	51.00	$ -
185	6	Q58AD	ENH: 2 YEAR ENCRYPTED REPAIR SERVICE ADVANTAGE	$	97.00	$	582.00	1.00	$	97.00	$ 582.00
185		QA01540AA	ENH: 3 YEAR ENCRYPTED REPAIR SERVICE ADVANTAGE	$	145.00	$	-	1.00	$	145.00	$ -
185		HA00022AB	ADD: 3 YEAR REPAIR SERVICE ADVANTAGE COMPREHENSIVE	$	228.00	$	-	1.00	$	228.00	$ -
185		HA00025AA	ADD: 3 YEAR REPAIR SERVICE ADVANTAGE COMPREHENSIVE (INCLUDING ENCRYPTION)	$	262.00	$	-	1.00	$	262.00	$ -
			SOFTWARE ENCRYPTION								
205		Q667	ENH: ADP SOFTWARE DSP BASED CRYPTO	$	10.00	$	-	0.75	$	7.50	$ -
			SPARE KNOB KIT								
407	6	QA00542AA	ADD: SPARE KNOB KIT	$	-	$	-	0.75	$	-	$ -
			TEST RESULTS								
205	6	H799	ADD: TEST RESULT PRINT OUT	$	-	$	-	0.75	$	-	$ -
			[redacted]								
			AUDIO ADAPTERS								
742		BDN6676	3.5 MM JACK ADAPTER WITH QUICK DISCONNECT LATCH	$	52.50	$	-	0.85	$	44.63	$ -



			BATTERY - SPARES MATCH UPGRADE ABOVE								
453		NNTN6263	IMPRES NIMH, 2000 MAH, 7.5V BATT-INTRINS SAFE (FM) - RUGGEDIZED	$	135.00	$	-	0.80	$	108.00	$ -
453		NNTN7032A	JEDRAY LI ION BAT 2500 MAH	$	150.00	$	-	0.80	$	120.00	$ -
453		NNTN7335A	FINAL ASSEMBLY, BATTERY, JEDRAY LIION IMPRES BATT	$	135.00	$	-	0.80	$	108.00	$ -
453		NTN9857C	IMPRES NIMH, 2000 MAH, 7.5V BATTERY - INTRINS SAFE (FM)	$	130.00	$	-	0.80	$	104.00	$ -
453	6	NTN9858C	IMPRESS NIMH, 2100 MAH, 7.5V BATTERY	$	110.00	$	660.00	0.80	$	88.00	$ 528.00
			BELT CLIP(S)								
271		HLN6853	BELT CLIP 2 1/4"	$	11.50	$	-	0.80	$	9.20	$ -
			CARRYING CASE(S)								
271		NNTN4115	LEATHER CASE W/HIGH ACTIVITY 3.0" SWIVEL BELT LOOP	$	60.00	$	-	0.80	$	48.00	$ -
271		NNTN4116	LEATHER CASE W/HIGH ACTIVITY 2.5" SWIVEL BELT LOOP	$	60.00	$	-	0.80	$	48.00	$ -
271		NNTN4117	LEATHER CASE W/SNAP BELT LOOP & T-STRAP	$	60.00	$	-	0.80	$	48.00	$ -
			CHARGER								
476		NTN1873	CHARGER, IMPRESS SMART RAPID RATE, 110V	$	165.00	$	-	0.80	$	132.00	$ -
785		RLN4884	CHARGER TRAVEL	$	95.00	$	-	0.80	$	76.00	$ -
785		WPLN4111AR	IMPRES SINGLE-UNIT CHANRGER, 110 VOLTS, US PLUG	$	165.00	$	-	0.80	$	132.00	$ -



			MULTI UNIT CHARGERS								
785		WPLN4108 R	IMPRES MULTI UNIT CHARGER	$	788.00	$	-	0.80	$	630.40	$ -
785	1	WPLN4130	CHARGER IMPRES SMART MULTI UNIT W/ DISPLAY MODULES (110V)	$	1,350.00	$	1,350.00	0.80	$	1,080.00	$ 1,080.00

DISPLAYS THE FULLY-CHARGED CAPACITY FOR EACH BATTERY - MAH, % CAPACITY, TIME REMAINING TO CHARGE COMPLETE (NICD/NIMH ONLY), BATTERY SAL CHARGE STATUS, VOLTAGE, KIT#, AND MORE. SUPPORTS NICD, NIMH, AND LITHIUM IMPRES AND MOTOROLA NON-IMPRES BATTERIES.



			MICROPHONES								
372		HMN4084	SPKR MIC NON-SUBMSBL,GPS RSM	$	350.00	$	-	0.80	$	280.00	$ -
372	6	PMMN4038A	REMOTE SPEAKER MICROPHONE, IP57	$	88.50	$	531.00	0.80	$	70.80	$ 424.80
372		PMMN4045A	REMOTE SPEAKER MIC, NC	$	97.00	$	-	0.80	$	77.60	$ -
372		PMMN4051A	REMOTE SPEAKER MIC, RX-JACK	$	89.00	$	-	0.80	$	71.20	$ -
372		RMN5038	REMOTE SPEAKER MICROPHONE WITH EMERGENCY BUTTON	$	120.00	$	-	0.80	$	96.00	$ -



			SURVEILLANCE								
742		RLN4941	RECEIVE ONLY EARPIECE WITH TRANSLUCENT TUBE TO SPKR MIC	$	58.00	$	-	0.85	$	49.30	$ -
742		RLN5313A	RECEIVE ONLY EARPIECE BLACK W/ TRANSLUCENT TUBE TO RADIO	$	54.00	$	-	0.85	$	45.90	$ -
742		BDN6665	EARPIECE RECEIVE ONLY WITH EXTRA LOUD EARPHONE - BEIGE (SINGLE WIRE)	$	42.00	$	-	0.85	$	35.70	$ -
742		BDN6669	EARPIECE, MIC & PTT COMBINED W/EXTRA LOUD EARPIECE - BEIGE (2 WIRE)	$	118.00	$	-	0.85	$	100.30	$ -
742		BDN6670	EARPIECE W/MIC & PTT SEPARATE W/XTRA LOUD EARPIECE - BEIGE (3 WIRE)	$	135.00	$	-	0.85	$	114.75	$ -
742		BDN6726	EARPIECE RECEIVE ONLY WITH STANDARD EARPHONE - BLACK (SINGLE WIRE)	$	40.00	$	-	0.85	$	34.00	$ -
742		BDN6731	EARPIECE, MIC & PTT COMBINED W/EXTRA LOUD EARPIECE - BLACK (2 WIRE)	$	118.00	$	-	0.85	$	100.30	$ -
742		BDN6732	EARPIECE W/MIC & PTT SEPARATE W/XTRA LOUD EARPIECE - BLACK (3 WIRE)	$	135.00	$	-	0.85	$	114.75	$ -
742		RMN4049A	TEMPLE TRANSDUCER HEADSET	$	225.00	$	-	0.85	$	191.25	$ -



			EQUIPMENT			$	12,183.00				$ 9,409.80
	1		SERVICES - TEMPLATE # 1	$	100.00	$	100.00		$	100.00	$ 100.00
	0		SERVICES - TEMPLATE # 2	$	100.00	$	-		$	100.00	$ -
	6		SERVICES - PROGRAMMING	$	45.00	$	270.00		$	45.00	$ 270.00
	0		SERVICES - INSTALLATION (IN-SHOP)	$	150.00	$	-		$	150.00	$ -
	0		SERVICES - INSTALLATION (IN-FIELD)	$	250.00	$	-		$	250.00	$ -
	0		SERVICES - OTHER SERVICES	$	-	$	-		$	-	$ -
			TOTAL SERVICES WITH EQUIPMENT			$	12,553.00				$ 9,779.80
			ESTIMATED HGAC HANDLING FEE - 1.5% - INCLUDED			$	-				$ -
			GRAND TOTAL			$	12,553.00				$ 9,779.80

NOTE:

1 TERMS AND CONDITIONS SUBJECT TO HGAC AGREEMENTS
2 OFFER GOOD THROUGH 09/09/2012 09/09/2012
3 **THIS OFFER IS FOR BUDGETARY PURPOSES ONLY AND IS NOT AN OFFER FOR SALE.**

QUOTE TERMS AND CONDITIONS :

1 QUOTES ARE EXCLUSIVE OF ALL INSTALLATION AND PROGRAMMING CHARGES (UNLESS EXPRESSLY STATED) AND ALL APPLICABLE TAXES.
2 PURCHASER WILL BE RESPONSIBLE FOR SHIPPING COSTS, WHICH WILL BE ADDED TO THE INVOICE.
3 TITLE WILL PASS UPON SHIPMENT, RISK OF LOSS WILL PASS UPON DELIVERY TO PURCHASER'S FACILITY.
4 ORDERED EQUIPMENT MAY BE RETURNED FOR A FULL REFUND, LESS A 20% RESTOCKING FEE, IF THE EQUIPMENT IS RETURNED UNUSED AND UNDAMAGED IN ITS ORIGINAL PACKAGING WITH IN SIX MONTHS AFTER SHIPMENT.
5 PRICES QUOTED ARE VALID FOR THIRTY (30) DAYS FROM THE DATE OF THIS QUOTE.
6 UNLESS OTHERWISE STATED, PAYMENT WILL BE DUE WITHIN THIRTY DAYS AFTER INVOICE.
7 MOTOROLA'S STANDARD EQUIPMENT WARRANTY (WHICH WILL BE FURNISHED UPON REQUEST) APPLIES TO ALL ORDERED EQUIPMENT.
8 MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS,EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9 MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITTED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH
10 LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
11 THESE TERMS WILL PREVAIL OVER ANY INCONSISTENT OR ADDITIONAL TERMS ON ANY PURCHASE ORDER SUBMITTED BY THE PURCHASER.

PROPOSED BY	
PRINTED NAME	
TITLE:	
DATE:	___/___/___

BEFORE SIGNING, PLEASE READ THIS PROPOSAL CAREFULLY. YOUR SIGNATURE IS AN OFFER TO PURCHASE THE PRODUCTS AND SERVICES LISTED ABOVE, WHICH IF ACCEPTED BY MOTOROLA, WILL BE A PURCHASE CONTRACT.

CUSTOMER ACCEPTANCE:	
PRINTED NAME	
TITLE:	
PURCHASE ORDER #	
DATE:	___/___/___

GSA;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/21/2011	Advanced Training Systems, Inc.	Mission Oriented Business Integrated Services	GS 02 F 0404D	3/31/2016
11/22/2011	Brazos Technology Corporation	General Purpose Commercial Information Technology Equipment, Software and Services	GS 35F 0096X	11/30/2015
6/19/2012	***Buckstaff Public Safety, Inc.***	**Total Solutions For Law Enforcement, Security Facilities Management, Fire Rescue, Clothing, Marine Craft and Emergency/Disaster**	**GS-07F-0251T**	**02/28/2017**
6/19/2012	***CDW-G***	**General Purpose Commercial Information Technology Equipment, Software and Services**	**GS-35F0195J**	**11/25/2012**
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	5/23/2015
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
6/19/2012	***DLT Solutions***	**General Purpose Commercial Information Technical Equipment, Software and Services**	**GS-35F-4543G**	**11/28//2012**
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
6/29/2010	Galls/Aramark		GS-07F-0157M	
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
6/28/2011	Safety Vision, LLC	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0022J	9/30/2013
	Tactical Gear Now, Inc.		GS-07F-5508R	
10/4/2011	Ultrabac	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F-0243K	02/03/2015

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
6/12/2012	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE11-11	Thru Nov 30, 2013

3/20/2012	Daco Fire Equipment	General Purposse & Emergency Vehicles	FS12-11	12/1/2011-11/30/2013
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
6/12/2012	Motorola	Communication Equipment & Services	RA05-12	05/01/2012-04/30/2015
6/12/2012	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW10-09	11/1/2009-10/31/2012
6/12/2012	Sprint	Communication Equipment & Services	CW-05/02	11/01/2009-10/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
06/12/2012	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-12	05/1/2012 – 04/30/2015
10/25/2011	The Play Well Group	Parks and Recreation Equipment	PR11-10	11/1/2010-10/31/2012
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

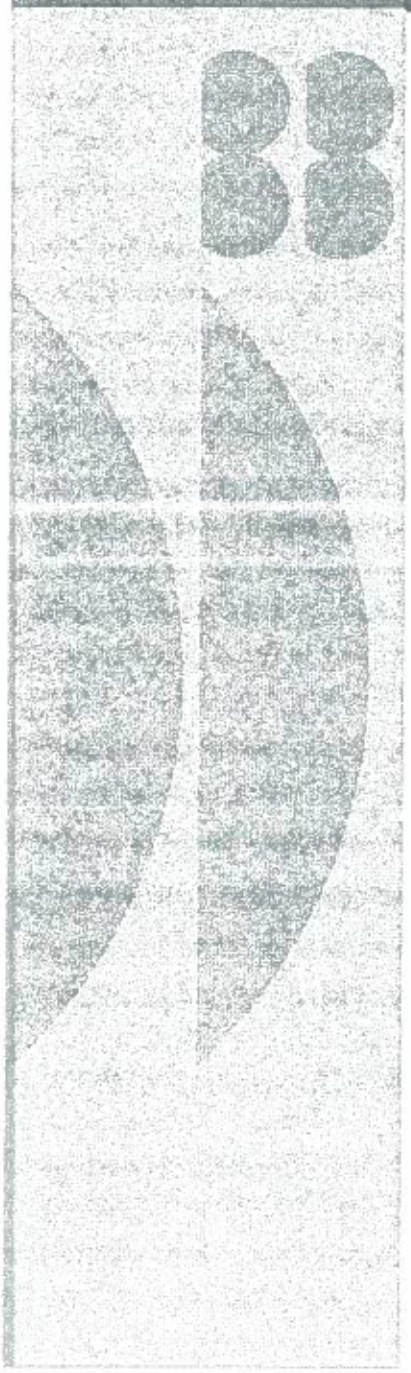
NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	120209-PBI	12/18/2013

***Denotes: New Vendor added for approval**

☐Contract Renewed

MOTOROLA



Pricing
RA05-12
May 30, 2012
Version 1

APC DISCOUNTS PER ECAT PRICEBOOK

548	CAD Equipment	10%	CAD
702	CAD Equipment	0%	CAD
850	CAD Equipment	0%	CAD
040	Data Applications	15%	MVX
041	Data Applications	10%	Auto Licence Plate
041	Data Applications	10%	Video Cameras
153	Data Applications	15%	HPD
297	Data Applications	0%	Records Management
298	Data Applications	15%	PCS
299	Data Applications	15%	Telematics
333	Data Applications	10%	Premier CAD
343	Data Applications	10%	Dell Laptops
170	Data Subscriber Devices	15%	MW/ML Mount Equip.
171	Data Subscriber Devices	10%	MDVR/DP-2
177	Data Subscriber Devices	15%	MC35/MC50
185	Data Subscriber Devices	0%	Service
736	Data Subscriber Devices	22%	MW810
855	Data Subscriber Devices	10%	Wireless Lan Ports/AP's
118	Dispatch Solutions	10%	NG-911
124	Dispatch Solutions	15%	Command Star/MC3000
129	Dispatch Solutions	20%	Gold Series Headsets
147	Dispatch Solutions	10%	MND Products
185	Dispatch Solutions	0%	Service
202	Dispatch Solutions	15%	APX Deskset
207	Dispatch Solutions	10%	Dropship
226	Dispatch Solutions	15%	ISSI
228	Dispatch Solutions	30%	Centracom
229	Dispatch Solutions	13.50%	Logging/Astro-Tac
261	Dispatch Solutions	5%	Service/Shop Supplies
322	Dispatch Solutions	15%	MCC5500
404	Dispatch Solutions	20%	Centracom
415	Dispatch Solutions	10%	Monitors

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May 30, 2012

443	Dispatch Solutions	20.00%	MCC Console
454	Dispatch Solutions	15%	Audio Access.
706	Dispatch Solutions	20%	MCC Access
708	Dispatch Solutions	17%	Dropship
729	Dispatch Solutions	17%	Gold Series Flashes
740	Dispatch Solutions	15%	MIP5000
629	Enterprise Terminals	10%	Handhelds
214	Fixed Data Products	10%	Moscad
275	Fixed Data Products	10%	Moscad
342	Fixed Data Products	10%	Moscad
382	Fixed Data Products	10%	Moscad
403	Fixed Data Products	15%	Data Controller/RNC
455	Fixed Data Products	15%	Data Subscriber
469	Fixed Data Products	10%	NFM Products
499	Fixed Data Products	10%	Moscad
222	Fixed Network Equipment	15%	PDG Software
329	Fixed Network Equipment	10%	Site Packages
381	Fixed Network Equipment	15%	Enterprise Terminals
207	Fixed Station Accessories	10%	Dropship
272	Fixed Station Accessories	20%	Manufact Equip
273	Fixed Station Accessories	10%	Analog Comparator
277	Fixed Station Accessories	20%	Smart X
457	Fixed Station Accessories	20%	Infrastructure Antennas
515	Fixed Station Accessories	20%	Transmission Line
524	Fixed Station Accessories	15%	Astro DIU
525	Fixed Station Accessories	15%	Astro Comparator
856	Fixed Station Accessories	10%	Alt Building
207	Fixed Station Antenna Systems	10%	Dropship
811	Fixed Stations	5%	Encryption
005	Fixed Stations	20%	PR860
112	Fixed Stations	18%	G-Series Products
225	Fixed Stations	10%	Quantar/Quantro
281	Fixed Stations	18.50%	Zone Manager
301	Fixed Stations	20%	Quantar Astro Trunking
360	Fixed Stations	21.50%	Quantar Receiver

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377	Fixed Stations	17%	Trunked Central Cont.
417	Fixed Stations	10%	Misc. Site Equipment
424	Fixed Stations	15%	Master Site/Astro
425	Fixed Stations	15%	Small Systems
448	Fixed Stations	20%	Quantar/Quantro
474	Fixed Stations	23%	MTR
509	Fixed Stations	21.50%	Astro Quantar
512	Fixed Stations	23%	MTR3000
537	Fixed Stations	21.50%	SZ Intellirepeater
590	Fixed Stations	21.50%	Quantar Receiver
595	Fixed Stations	18%	STR3000
643	Fixed Stations	15%	DIU
675	Fixed Stations	20%	SZ Intellirepeater
680	Fixed Stations	21.50%	Data Base Station
744	Fixed Stations	20%	Misc Parts
881	Fixed Stations	15%	Powerline LV
015	Fixed Wireless Broadband	20%	Special Applications
075	Fixed Wireless Broadband	0%	MESH
076	Fixed Wireless Broadband	0%	MESH
218	Fixed Wireless Broadband	15%	Point to Point
224	Fixed Wireless Broadband	15%	Point to Point
800	Fixed Wireless Broadband	0%	MESH
801	Fixed Wireless Broadband	0%	Wireless vally training
806	Fixed Wireless Broadband	0%	Point to Multi-Point
832	Fixed Wireless Broadband	10%	Wireless LAN/Symbol
882	Fixed Wireless Broadband	15%	Broadband Services
904	Fixed Wireless Broadband	15%	Canopy
906	Fixed Wireless Broadband	15%	Canopy Service
910	Fixed Wireless Broadband	15%	PTP Service
947	Fixed Wireless Broadband	15%	Broadband Peripherals
051	LTE	10%	Site
052	LTE	10%	BTE
053	LTE	10%	MME, SGW, PGW
054	LTE	10%	HSS/PCRF
055	LTE	10%	Core
056	LTE	10%	Device Manager
057	LTE	10%	Vehicular Modem

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May 30, 2012

058	LTE	5%	Dongle
059	LTE	10%	Applications
061	LTE	10%	Applications
063	LTE	10%	PSIG
065	LTE	10%	PDA Handheld
073	LTE	0%	LTE
375	LTE	0%	LTE
708	LTE	10%	Battery Backup
823	Maintenance	0%	SMA
983	Maintenance	0%	CAD
291	Mobile Accessories	15%	Mobile Dropship
554	Mobile Accessories	15%	Mobile Antennas
644	Mobile Accessories	15%	Misc. Accessories
879	Mobile Applications Software	10%	CAD
038	Mobile Stations	10%	MOTOTRBO
103	Mobile Stations	26.50%	CDM750
109	Mobile Stations	26.50%	CDM1250
159	Mobile Stations	20%	GM300
189	Mobile Stations	15%	Mobile Accessories
276	Mobile Stations	25%	XTL5000
287	Mobile Stations	10%	PAC-RT, VRS750
374	Mobile Stations	15%	Astro Consolette
484	Mobile Stations	10%	MOTOTRBO
500	Mobile Stations	25%	XTL5000
514	Mobile Stations	25%	XTL2500
518	Mobile Stations	25%	XTL2500
585	Mobile Stations	25%	XTL5000
775	Mobile Stations	16.50%	XTL1500
776	Mobile Stations	20%	Maratrac
792	Mobile Stations	20%	CDM1550
869	Mobile Stations	20%	M1225
922	Mobile Stations	20%	CM200/CM300
216	MOTOTRBO	10%	Applications
422	MOTOTRBO	10%	Infrastructure

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May 30, 2012

475	MOTOTRBO	10%	Applications
516	MOTOTRBO	10%	Applications
557	MOTOTRBO	10%	Controller
563	MOTOTRBO	10%	Controller
777	MOTOTRBO	10%	Portables
131	Network Products	10%	Microwave Radio
147	Network Products	10%	MND Products
207	Network Products	10%	Dropship
136	Pagers/Receiver	15%	Minitor Products
169	Pagers/Receiver	20%	Advisor II
452	Pagers/Receiver	15%	Pagers
361	Paging/Recievers	15.00%	Paging
839	Paging/Recievers	15%	Encoders
940	Paging/Recievers	15%	Minitor Parts
941	Paging/Recievers	15%	Infrastructure
001	Portable Radiophone (Portables)	20%	CDM1550
004	Portable Radiophone (Portables)	20%	EX500/EX600
008	Portable Radiophone (Portables)	20%	HT1250
037	Portable Radiophone (Portables)	10%	MOTOTRBO
087	Portable Radiophone (Portables)	10%	MOTOTRBO
133	Portable Radiophone (Portables)	15%	CP185
158	Portable Radiophone (Portables)	20%	CP110
185	Portable Radiophone (Portables)	0%	Software
187	Portable Radiophone (Portables)	15%	Portable Accessories
205	Portable Radiophone (Portables)	25%	XTS2500
271	Portable Radiophone (Portables)	20%	Carry Cases
320	Portable Radiophone (Portables)	25%	XTS5000
332	Portable Radiophone (Portables)	20%	Flashport Software
362	Portable Radiophone (Portables)	20.00%	Parts
372	Portable Radiophone (Portables)	20%	XTS Accessories
402	Portable Radiophone (Portables)	20%	GP900 Accessories
407	Portable Radiophone (Portables)	25%	XTS2500
414	Portable Radiophone (Portables)	20%	Accessories
430	Portable Radiophone (Portables)	20%	Flashport Software
442	Portable Radiophone (Portables)	20%	PR400
453	Portable Radiophone (Portables)	20%	XTS Accessories

Use or disclosure of this proposal is subject to the restrictions on the title page.
Motorola Confidential Proprietary
May 30, 2012

456	Portable Radiophone (Portables)	20%	RPG
476	Portable Radiophone (Portables)	20%	XTS Accessories
481	Portable Radiophone (Portables)	25%	APX
483	Portable Radiophone (Portables)	25%	PM1500
505	Portable Radiophone (Portables)	20%	Accessories
527	Portable Radiophone (Portables)	25%	APX
562	Portable Radiophone (Portables)	25%	APX
577	Portable Radiophone (Portables)	20%	Passport
619	Portable Radiophone (Portables)	15%	Digital Accessories
626	Portable Radiophone (Portables)	20%	PR1500
655	Portable Radiophone (Portables)	25%	APX
656	Portable Radiophone (Portables)	25%	APX
672	Portable Radiophone (Portables)	33.50%	HT750
687	Portable Radiophone (Portables)	18%	XTS/MT 1500
721	Portable Radiophone (Portables)	25%	XTS5000
726	Portable Radiophone (Portables)	25%	XTL1500 u/v
749	Portable Radiophone (Portables)	33.50%	HT1250
785	Portable Radiophone (Portables)	20%	Accessories
795	Portable Radiophone (Portables)	25%	APX Accessories
798	Portable Radiophone (Portables)	25%	APX Accessories
841	Portable Radiophone (Portables)	33.50%	HT1550 XLS
883	Portable Radiophone (Portables)	15%	Talkabouts
977	Portable Radiophone (Portables)	10%	MOTOTRBO
659	Professional Services	0%	Security, IP Networking
659	Professional Services	0%	NG-911
670	Professional Services	0%	SI
842	Professional Services	0%	311 Software
682	Radius Products	20%	Radius
509	Receivers	21.50%	Astro Quantar
512	Receivers	23%	Receiver Options
743	Receivers	15%	Astro Receiver
608	Records Management Software	10%	PSA
137	Secure Solutions	5%	Key Management
201	Secure Solutions	10%	KVL II

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May 30, 2012

229	Secure Solutions	14%	Logging/Astro-Tac
462	Secure Solutions	10%	KVL3000
524	Secure Solutions	15%	Astro DIU
525	Secure Solutions	15%	Astro Comparator
195	Software Upgrades/Flashport	0%	Infrastructure Software
371	Software Upgrades/Flashport	0%	Radio Subscription Soft.
430	Software Upgrades/Flashport	20%	Flashport Software
262	Test Equipment	20%	Service/Shop Supplies
039	Trunking Products and Systems	5%	Wireless Valley Soft.
085	Trunking Products and Systems	15%	Fixed Data
112	Trunking Products and Systems	18%	G-Series Products
115	Trunking Products and Systems	10%	Commport
152	Trunking Products and Systems	5%	Microwave and Chan Ban
277	Trunking Products and Systems	20%	Smartnet Controller
280	Trunking Products and Systems	18.50%	Zone Controller Man
281	Trunking Products and Systems	18.50%	Zone Manager Interface
377	Trunking Products and Systems	17%	Central Controller
495	Trunking Products and Systems	15%	PDG Hardware
593	Trunking Products and Systems	23%	MTR2000 Trunking
708	Trunking Products and Systems	17%	Dropship
877	Trunking Products and Systems	18.50%	Zone Manager Software
002	Video Solutions	10%	RTVI
488	Video Solutions	10%	Fixed Video
606	Wireless Mobility	15%	Canopy
683	Wireless Mobility	15%	MotoMesh
832	Wireless Mobility	10%	Wireless LAN
907	Wireless Mobility	15%	Unlicensed
908	Wireless Mobility	15%	Licensed

Use or disclosure of this proposal is subject to the restrictions on the title page.
Motorola Confidential Proprietary
May 30, 2012

AI-33936 **Urban County** **14. B.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: STEVE DE LA GARZA **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Hold a Public Hearing to consider public comments for Urban County Program's (UCP) substantial amendment to its HOME Program's Annual Allocation for Fiscal Year 25 (2012). The proposed amendment will decrease the HOME Programs Fiscal Year 25 (2012) by $367,858. The reduction is due to the U.S. Department of Housing and Urban Development (HUD) approving the County's request for a waiver. The following reflects what was requested and the actual allocation:

Requested HOME Allocation	Amount	Actual HOME Allocation	Amount
Administration	$180,215	Administration	$143,429
Rehab Program	971,936	Rehab Program	640,864
Homebuyer Program	50,000	Homebuyer Program	50,000
CHDO Program	600,000	CHDO Program	600,000
Total	**$1,802,151**	**Total**	**$1,434,293**

2. Requesting approval of a budget and program substantial amendment for Urban County Program's HOME program Fiscal Year 25 (2012) Annual Allocation. The proposed amendment will decrease annual allocation by $367,858.

BACKGROUND

The County of Hidalgo Urban County Program submitted its Consolidated Annual Action Plan to the U.S. Department of Housing and Urban Development in May of 2012. The UCP requested approval of its plan and held a public hearing during the Hidalgo County Commissioner's Court meeting on May 8, 2012. The plan detailed the requested HOME Allocation (listed above). As a result, the UCP is required to comply with its Citizen Participation Plan which entails publication in the local newspaper and a public hearing regarding the decrease in HOME funding. (See attached copy of Public Hearing Notice).

Attachments

Public Hearing Notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 08:28 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Olga Lerma Started On: 08/29/2012 01:31 PM

Final Approval Date: 09/07/2012

PUBLIC HEARING NOTICE
HIDALGO COUNTY
URBAN COUNTY PROGRAM

BUDGET AND PROGRAM AMENDMENT

In compliance with HOME Program requirements, the Hidalgo County Urban Count Program (UCP) will conduct a Public Hearing to solicit input from interested parties regarding the proposed Budget and Program Substantial Amendment to its HOME Program, Year 25 (2012).

The Public Hearing will be held on Tuesday, September 11, 2012 at 9:30 a.m. at County Commissioner's Court located at 415 W University Drive in Edinburg, Texas 78539.

The following is the proposed Budget and Program Substantial Amendment for your consideration:

Proposed Budget	Year 25 Activities	Actual Budget
$ 180,215	Administration	$ 143,429
971,936	Rehab. Program	640,864
50,000	Homebuyer Program	50,000
600,000	CHDO Program	600,000
$ 1,802,151	Total	$ 1,434,293

The proposed amendment will DECREASE the HOME Program's Annual Allocation by $367,858.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 787-8127. Written comments may be forwarded to:

UCP Director, Diana R. Serna
1916 Tesoro Blvd
Pharr, Texas 78577

AI-34059 **Urban County 14. C.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Discussion and consideration authorizing Urban County Program to issue payment to Texas Department of Transportation in the amount of $372,805.69 for the relocation and adjustment of waterlines and sanitary sewer lines and associated appurtenances along FM88 from SH 107, South to 0.25 Miles N of Mile 16 N, as well as from SH 107, Elsa, TX. The Urban County Program will leverage approximately $2,535,073.40 of Texas Department of Transportation funds.

BACKGROUND

The project was originally funded by Precinct No. 1 for the City of Elsa in FY 21 (2008) approved action plan on December 22, 2009. However, at the city's request other projects were prioritized and funds were transferred in and out of the project.

A total of $372,805.69 is in the following work plans:

City of Elsa:	$157,805.69	FY 23 (2010) Water/Sewer Improvements
Precinct No. 1 (Elsa):	$100,000.00	FY 23 (2010) Water/Sewer Improvements, recaptured funds
Precinct No. 1 (Elsa):	$115,000.00	FY 24 (2011) Water/Sewer Improvements, forfeited funds
Total:	$372,805.69	

Attachments

work plan

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 04:04 PM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Olga Lerma Started On: 09/05/2012 01:29 PM

Final Approval Date: 09/07/2012

2010	ELSA	$334,011.00
21A Exempt 58.34 (a)(3)	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities. **LOCATION:** City wide **CENSUS DATA:** 0244.01(01-04) & 0244.02 (01) **BENEFICIARIES:** 5325 **End of year close out, surplus funds transferred to Water/Sewer Improvements on 6-30-2011**	$3,788.00 ($3,039.80) $748.20 BALANCE
03J Environmental Assessment 58.36	**WATER/SEWER IMPROVEMENTS** Project consists of improvements to the Elsa Water Plant for an electrical upgrade to accommodate for the installation of a generator to include but not limited to engineering fees, advertisements and related appurtenances. **LOCATION:** 500 West 5th Street, Elsa Texas **CENSUS DATA**: 0244.01 (01-04) & 0244.02 (01) **BENEFICIARIES:** 5,325 **Recaptured funds approved on 6-14-2011, $157,457.59 transferred to Precinct No.1.** **End of year close-out on 6-30-2011, surplus funds transferred from Public Services & General Administration.** **Amendment approved on 8/7/2012** The amendment added the following activity to the water/sewer improvements project: the relocation of water and sewer lines on FM 88 and SH 107 and the general vicinity, to include but not limited to engineering fees, testing fees, advertisements and all expenses related to the project. The proposed program amendment will not affect the original budget.	$312,223.00 -($157,457.59) $154,765.41 +$3,039.80 +$0.48 $157,805.69
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES- AMIGOS DEL VALLE** Expenditures include but not limited to the reimbursement of the delivery of meals. Project consists of the delivery of meals to elderly residents of Elsa. **Location of Services:** West 9th and North Hidalgo St, Elsa, TX. **Beneficiaries:** 10	$8,000.00
05 Exempt 58.34 (a)(4)	**PUBLIC SERVICES (GENERAL)-RIO GRANDE VALLEY FOOD BANK** Funds shall be used for the reimbursement of the purchase of food to be distributed by Elsa food pantry to assist needy families through the distribution of food. **Location of Service**: 309 West 3rd Street, Elsa TX.	$10,000.00 -($0.48) $9,999,52

AI-33941 **Elections Administration 15. B.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Edcouch-Elsa Independent School District for their election to be held on November 6, 2012.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the elecion services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept).

As of 8-29-2012, Edcouch-Elsa ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Edcouch Elsa ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 08:32 AM
Roland Garcia	Rolando Garcia	08/30/2012 09:01 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Amanda Valdez Started On: 08/29/2012 03:08 PM

Final Approval Date: 09/07/2012

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 6, 2012**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 6, 2012**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 6, 2012**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk; and

(U) Establish a Central Counting Station for the purpose of tabulating ballots.

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003(b), or canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for

each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the

County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Frank Perez
Superintendent of Schools
Edcouch-Elsa ISD
PO Box 127
Edcouch, TX 78538

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2012

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

EDCOUCH-ELSA ISD
ENTITY

BY: _____

PRINT: ~~MR.~~ FRANK PEREZ

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST

BY: _____

PRINT: Carlos Cantu

TITLE: Business Manager

2012 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Edcouch Elsa ISD **DATE: November 6, 2012**

6.01	**Programming Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	2	$50.00
A	Request Change on Programmed Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	6	$60.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	24	$240.00
F	Election Media per Polling Location(s)	**$100.00**	4	$400.00
G	*iVotronic Voting Machine(s)	**$150.00**	8	$600.00
G	*ADA iVotronic Voting Machine(s)	**$150.00**	4	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$550.00**	1	$550.00
			Total iVotronic Programming Charges	**$2,650.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	**$150.00**	2	$150.00
C	Printer Labels (per vote)	**$0.03**	9723	$291.69
D	Username/Password - Per Polling Location	**$20.00**	4	$80.00
			Total Electronic Poll Book Charges	**$1,171.69**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	205	$112.75
	Election Day Combination Forms	**$0.55**	205	$112.75
	*Election Judge Kit for Early Voting	**$35.00**	2	$35.00
	*Election Judge Kit for Election Day	**$35.00**	2	$35.00
	Polling Location Map(s)	**$17.00**	4	$68.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	250	$50.00
			Total Supplies Charges	**$413.50**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	900	$225.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	1000	$400.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	900	$1,800.00
	Postage Mail-in-Ballots (per request)	**$0.61**	900	$549.00
	Correspondence Postage	**$0.44**	2	0.88
			Total Mail & Ballot Service Charges	**$2,974.88**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,300.00**	1	$1,300.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,300.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	*Payroll for Early Voting Employees	**$14,789.50**		$7,394.75
	*Payroll for Election Day Employees	**$1,403.00**		$701.50
			Total Payroll Charges	**$8,096.25**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Additional Canvass Reports	**TBD**	0	$0.00
			Total Canvass Report Charges	**$0.00**

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	2	359.5	$12.94
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	8	1438	$184.06
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	2	33	$1.19
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	8	132	$16.90
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$215.09**

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone	**$17.52**	2	$35.04
			Total Cell Phone Charges	**$35.04**
6.12			**Subtotal**	**$17,106.45**
			Administrative Fees (10%)	**$1,710.65**
	***Shared cost with County**		**ESTIMATED GRAND TOTAL**	**$18,817.10**

AI-33949 **Elections Administration 15. C.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Donna Independent School District for their election to be held on November 6, 2012.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the elecion services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept).

As of 8-29-2012, Donna ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Donna ISD Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 08:43 AM
Roland Garcia	Rolando Garcia	09/07/2012 08:19 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Amanda Valdez Started On: 08/29/2012 03:44 PM

Final Approval Date: 09/07/2012

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **DONNA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 6, 2012**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 6, 2012**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 6, 2012**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk; and

(U) Establish a Central Counting Station for the purpose of tabulating ballots.

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003(b), or canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for

each ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the

County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Jesus Rene Reyna
Deputy Superintendent
Donna ISD
116 N. 10th Street
Donna, TX 78537

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 30th day of August, 2012

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY:_____
YVONNE RAMÓN

DONNA ISD
ENTITY

BY: Roberto F. Loredo

PRINT: ROBERTO F. LOREDO

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST

BY:_____

PRINT: JESUS RENE REYNA

TITLE: DEPUTY SUPERINTENDENT

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY:_____
JOSEPHINE RAMIREZ SOLIS

2012 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Donna ISD | **DATE: Nov. 6, 2012**

6.01	**Programming Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	0	$0.00
A	Request Change on Programmed Ballot		**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish		**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)		**$10.00**	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	12	$120.00
F	Election Media per Polling Location(s)		**$100.00**	9	$900.00
G	*iVotronic Voting Machine(s)		**$150.00**	27	$2,025.00
G	*ADA iVotronic Voting Machine(s)		**$150.00**	9	$675.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$550.00**	1	$550.00
				Total iVotronic Programming Charges	**$4,760.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)		**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)		**$150.00**	8	$600.00
C	Printer Labels (per vote)		**$0.03**	20185	$605.55
D	Username/Password - Per Polling Location		**$20.00**	9	$180.00
				Total Electronic Poll Book Charges	**$2,035.55**
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	425	$233.75
	Election Day Combination Forms		**$0.55**	425	$233.75
	*Election Judge Kit for Early Voting		**$35.00**	1	$17.50
	*Election Judge Kit for Election Day		**$35.00**	8	$140.00
	Polling Location Map(s)		**$17.00**	9	$153.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	460	$92.00
				Total Supplies Charges	**$870.00**
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	1000	$250.00
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	2300	$920.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	1000	$2,000.00
	Postage Mail-in-Ballots (per request)		**$0.61**	1000	$610.00
	Correspondence Postage		**$0.44**	8	3.52
				Total Mail & Ballot Service Charges	**$3,783.52**
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,300.00**	1	$1,300.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	**$1,300.00**
6.06	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
				Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**		**Price**		**Total**
	*Payroll for Early Voting Employees		**$9,856.50**		$4,928.25
	*Payroll for Election Day Employees		**$5,612.00**		$2,806.00
				Total Payroll Charges	**$7,734.25**
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$350.00**	1	$350.00
				Total Ballot Board Charges	**$350.00**
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
	Additional Canvass Reports		**TBD**	0	$0.00
				Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	1	179.75	$3.24
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	5	898.75	$71.90
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	8	132	$19.01
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	32	528	$270.34
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$364.48**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	8	$140.16
				Total Cell Phone Charges	**$140.16**
6.12				**Subtotal**	**$21,337.96**
				Administrative Fees (10%)	**$2,133.80**
				ESTIMATED GRAND TOTAL	**$23,471.76**

AI-33951 **Elections Administration 15. D.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion, consideration and/or action of November 6, 2012 General Election Early Voting poll locations.

BACKGROUND

Attachments

draft schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 08:46 AM
Roland Garcia	Rolando Garcia	09/07/2012 08:20 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Amanda Valdez Started On: 08/29/2012 03:49 PM

Final Approval Date: 09/07/2012

FROM Oct. 22nd – Nov. 2, 2012 - **CALL (956) 318-2570** For General Information (Llame para Información General)

November 6, 2012 (6 de Noviembre de 2012)
GENERAL ELECTION (Elección General)
EARLY VOTING SCHEDULE (Horario para el Voto Adelantado)

Days/ Dias	Dates/ Fechas	Hours/ Horas
Monday/ Lunes	Oct. 22, 2012	7:00 A.M. -- 7:00 P.M.
Tuesday/ Martes	Oct. 23, 2012	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	Oct. 24, 2012	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	Oct. 25, 2012	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Oct. 26, 2012	7:00 A.M. -- 7:00 P.M.
Saturday/ Sabado	Oct. 27, 2012	7:00 A.M. -- 7:00 P.M.
Sunday/ Domingo	Oct. 28, 2012	10:00 A.M. – 3:00 P.M.
Monday/ Lunes	Oct. 29, 2012	7:00 A.M. -- 7:00 P.M.
Tuesday/ Martes	Oct. 30, 2012	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	Oct. 31, 2012	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	Nov. 1, 2012	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Nov. 2, 2012	7:00 A.M. -- 7:00 P.M.

EARLY VOTING SUBSTATION LOCATIONS
(Casillas Electorales para el Voto Adelantado)

ALAMO SUB
Sgt. Fernando de la Rosa Lib.
416 N. Tower Rd.
Alamo, TX

ALTON SUB
City Hall
509 S. Alton Blvd.
Alton, TX

DONNA SUB
Amigos Del Valle
1408 Silver Ave.
Donna, TX

EDINBURG SUB
Elections Annex Bldg
317 N. Closner "REAR"
Edinburg, TX

EDINBURG SUB
UTPA Student Union Bldg
1201 W. University
Edinburg, TX

ELSA SUB
Fire Station
216 E. 4th St.
Elsa, TX

EDCOUCH SUB
Fire Station
200 Santa Rosa
Edcouch, TX

HIDALGO SUB
Hidalgo City Hall
704 E. Texano
Hidalgo, TX

LA JOYA SUB
Economic Development Ctr.
105 N. Michael
La Joya, TX

MCALLEN SUB
Lark Comm. Ctr.
2601 Lark Ave.
McAllen, TX

MCALLEN SUB
McAllen Tax Office
311 N. 15th St.
McAllen, TX

MCALLEN SUB
Palmer Pavilion
301 E. Hackberry
McAllen, TX

MCALLEN SUB
Palmview Comm. Ctr
3401 Jordan Ave.
McAllen, TX

MERCEDES SUB
City Hall
400 S. Ohio
Mercedes, TX

MISSION SUB
Mission City Hall
1201 E. 8th St.
Mission, TX

MISSION SUB
Fire Station #3
1804 N. Shary Rd.
Mission, TX

PALMHURST SUB
Church of Christ
1410 E. 3 Mile Rd.
Palmhurst, TX

PALMVIEW SUB
Co. Comm. Pct. #3
724 N. Breyfogle Rd.
Palmview, TX

PHARR SUB
Jose Pepe Salinas Ctr.
1011 W. Kelly
Pharr, TX

PHARR SUB
Las Milpas Comm. Ctr.
7107 S. Cage
Pharr, TX

PROGRESO SUB
Progreso Comm. Ctr.
210 FM 1015
Progreso, TX

SAN JUAN SUB
Fire Station #2
2301 N. Raul Longoria
San Juan, TX

SULLIVAN SUB
Sullivan Fire Station
500 Cenizo
Sullivan City, TX

WESLACO SUB
Braught Theater
525 S. Kansas Ave.
Weslaco, TX

WESLACO SUB
Co. Comm. Pct. #1 Ofc.
1902 Joe Stephens, Ste 101
Weslaco, TX

LA VILLA ISD SUB
500 E. 9th St.
La Villa, TX

MONTE ALTO ISD SUB
25149 1st St.
Monte Alto, TX

VALLEY VIEW ISD SUB
9701 S. Jackson Rd.
Pharr, TX

****CALL (956) 318-2570 For General Information (Llame para Información General)** ****
Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Update 9/4/2012)

DRAFT

AI-33954 **Elections Administration 15. E.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion, consideration and/or action of November 6, 2012 General Election Early Voting mobile poll locations.

BACKGROUND

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 08:53 AM
Roland Garcia	Rolando Garcia	09/07/2012 03:57 PM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Amanda Valdez Started On: 08/29/2012 04:02 PM

Final Approval Date: 09/07/2012

Hidalgo County Elections

NOVEMBER 6, 2012 - GENERAL ELECTION

MOBILE #1

EARLY VOTING SCHEDULE

DAY	DATE	HOURS	LOCATION
Monday	Oct. 22, 2012	**8:00a.m. to 5:00p.m.**	**Hidalgo County Court House** *100 N. Closner Edinburg, TX*
Tuesday	Oct. 23, 2012	**7:30a.m. to 12:30p.m.**	**Edinburg City Hall** *415 W. University Dr. Edinburg, TX*
		1:30p.m. to 6:30p.m.	**Hidalgo Co. "Old" Admin** *100 E. Cano Edinburg, TX*
Wednesday	Oct. 24, 2012	**7:00a.m. to 12:00p.m.**	**STC Mid Valley Campus** *400 N. Border Weslaco, TX*
		2:00p.m. to 7:00p.m.	**Knapp Medical Center Hospital** *1401 E. 8th St Weslaco, TX*
Thursday	Oct. 25, 2012	**7:00a.m. to 7:00p.m.**	**IBC Bank, Training Center** *1007 N. I Rd Pharr, TX*
Friday	Oct. 26, 2012	**7:00a.m. to 7:00p.m.**	**Mission Regional Hospital** *900 S. Bryan Rd Mission, TX*
Saturday	Oct. 27, 2012	**7:00a.m. to 7:00p.m.**	**VFW Post 8788** *4321 Pecan McAllen, TX*
Sunday	Oct. 28, 2012	**10:00a.m. to 3:00p.m.**	**The Shrine** *400 N. Virgen de San Juan Blvd* *San Juan, TX*
Monday	Oct. 29, 2012	**8:00a.m. to 5:00p.m.**	**Hidalgo County Court House** *100 N. Closner Edinburg, TX*
Tuesday	Oct. 30, 2012	**7:00a.m. to 7:00p.m.**	**First National Bank** *7201 N. 10th St. McAllen, TX*
Wednesday	Oct. 31, 2012	**8:00a.m. to 5:00p.m.**	**Hidalgo Co. WIC Office** *509 E. Earling Rd. San Juan, TX*
Thursday	Nov. 1, 2012	**7:00a.m. to 7:00p.m.**	**Med Aid Pharmacy** *1022 E. Griffin Pkwy Mission, TX*
Friday	Nov. 2, 2012	**8:00a.m. to 5:00p.m.**	**Hidalgo Co. "New" Administration** *2800 S. Business Hwy 281 Edinburg, TX*

Draft

Hidalgo County Elections

NOVEMBER 6, 2012 - GENERAL ELECTION

MOBILE #2

EARLY VOTING SCHEDULE

DAY	DATE	HOURS	LOCATION
Monday	Oct. 22, 2012	7:00a.m. to 7:00p.m.	**STC Main Campus** *3201 W. Pecan McAllen, TX*
Tuesday	Oct. 23, 2012	7:00a.m. to 7:00p.m.	**Dr's Renaissance Hospital** *5501 S. McColl Rd Edinburg, TX*
Wednesday	Oct. 24, 2012	7:00a.m. to 7:00p.m.	**Lone Star National Bank** *520 E. Nolana Ave. McAllen, TX*
Thursday	Oct. 25, 2012		**Briarcliff Nursing & Rehab. Center** *3201 N. Ware Rd. McAllen, TX*
			McAllen Medical Hospital *(Pending)*
Friday	Oct. 26, 2012	7:00a.m. to 7:00p.m.	**Hidalgo County Sheriff's Office** 711 El Cibolo Rd. Edinburg, TX
Saturday	Oct. 27, 2012		**Pueblo de Palmas** ***(Pending)***
Sunday	Oct. 28, 2012	10:00a.m. to 3:00p.m.	**The Shrine** *400 N. Virgen de San Juan Blvd. San Juan, TX*
Monday	Oct. 29, 2012	7:30a.m. to 12:30p.m.	**Co. Comm. Pct. #4 Office** *1051 N. Doolittle Rd. Edinburg, TX*
		1:30a.m. to 6:30p.m.	**Edinburg Regional Hospital** *(Pending)*
Tuesday	Oct. 30, 2012	7:00a.m. to 7:00p.m.	**Dr's Renaissance Hospital** *5501 S. McColl Rd Edinburg, TX*
Wednesday	Oct. 31, 2012	7:30a.m. to 12:30p.m.	**Hidalgo County Health Dept.** *1304 S. 25th Ave Edinburg, TX*
		1:30a.m. to 6:30p.m.	OPEN
Thursday	Nov. 1, 2012	7:30a.m. to 12:30p.m.	**Co. Commissioner Pct. #2** 300 W. Hall Acres Rd. Pharr, TX
		1:30a.m. to 6:30p.m.	**Lone Star Bank** ✓ Pharr, TX
Friday	Nov. 2, 2012	8:00a.m. to 5:00p.m.	**Hidalgo County "New" Administration** *2800 S. Business Hwy 281 Edinburg, TX*

Draft

****CALL (956) 318-2570 FOR GENERAL INFORMATION****

Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Update 9/6/2012)

AI-33953 **Elections Administration 15. F.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion, consideration and/or action of November 6, 2012 General Election Day poll locations.

BACKGROUND

Attachments

draft schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2012 08:52 AM
Roland Garcia	Rolando Garcia	09/07/2012 08:21 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Amanda Valdez Started On: 08/29/2012 04:01 PM

Final Approval Date: 09/07/2012

General Election

November 6, 2012

Election Day Polling Locations

HIDALGO COUNTY, TEXAS

Polls OPEN from 7:00 A.M. to 7:00 P.M.



	PRECINCT	CITY	BUILDING	ADDRESS	LOCATION
1	91, **177**, 178 & 229	Alamo	Alamo Comm. Center	1429 S. Tower	
2	**123**, 127, 176, 251 & 255	Alamo	Sgt. Fernando de la Rosa Lib.	416 N. Tower	
3	77, 130, 242 & **253**	Alamo	North Alamo Elem. School	733 N. Alamo Rd.	Library
4	44, **126,** 181 & 192	Alamo	Guerra Elem. School	807 FM 495	Room D1
5	**88,** 205, 211, 212 & 247	Alton	City Hall	509 S. Alton Blvd.	Conference Room
6	**3**, 55, 171, 174 & 232	Donna	Amigos Del Valle	1408 Silver	Main Entrance
7	23, **120,** 172, 173 & 175	Donna	Boys and Girls Club	307 Miller	SW Corner Room
8	**45**, 87 & 157	Donna	W.A. Todd 9th Grade Campus	400 N. Salinas Blvd.	Gym
9	**16**, 79 & 179	Edcouch	Edcouch Fire Station	200 W. Santa Rosa Ave.	Station Entrance
10	**14**, 151 & 152	Edinburg	Jefferson Elem. School	904 S. 12th St.	
11	**30** & 31	Edinburg	Edinburg North High School	3101 North Closner	
12	**105**	Edinburg	B.L. Garza Middle School	1202 N. MonMack Road	
13	108 **& 109**	Edinburg	Elections Annex Bldg.	317 N. Closner	Training Room
14	52, **106** & 224	Edinburg	Canterbury Elem. School	2821 W. Canton Road	
15	13 & **107**	Edinburg	South Middle School	601 W. Freddy Gonzalez	
16	**53** & 158	Edinburg	Francisco Barrientes School	1100 E. Ebony Lane	
17	**19 & 69**	Edinburg	Avila Elem. School	9205 N. Alamo Rd.	
18	**68 &** 154	Edinburg	Montecristo Elem. School	4010 N. Doolittle Rd.	
19	221, 222, **223** & 230	Edinburg	Magee Elem. School	3420 W. Rogers Rd.	
20	15, 70, **90**, 153, 119, 191, 237 & 225	Elsa	John F. Kennedy School	500 W. 9th	
21	**12 &** 82	Granjeno	Granjeno City Hall	6603 S. FM 494	Conference Room
22	**18**, 92 & 180	Hargill	Hargill Elementary School	11 Mi. N. of Edg. On Hwy 281	
23	20, 233 & **234**	Hidalgo	Hidalgo City Hall	704 E. Texano	Council Chambers
24	**11**, 196, 197, 198 & 257	La Joya	Economic Development Center Bldg.	105 N. Micahel	
25	64, **99**, 183, 217, 219 & 254	La Joya	Kika De La Garza School	5441 N. La Homa Road	
26	**17**, 169 & 184	La Villa	La Villa High School	200 W. Hwy 107	H.S. Auditorium
27	8, **150** & 252	McAllen	STC Nursing Center	1101 E. Vermont Ave.	Atrium (West Wing)
28	**47,** 49 & 231	McAllen	Bowie Special Education Dept.	2604 Galveston	Annex
29	**48**, 95, 149, 193 & 214	McAllen	Palmview Community Center	3401 Jordan Avenue	Exercise Room
30	**65**, 84, 161, 162 & 163	McAllen	Dr. Castañeda Elementary	4100 N. 34th St.	Gym/South Side
31	73 & **96**	McAllen	Rayburn Elem. School	7000 N. Main	Main Entrance
32	72, **81** & 200	McAllen	Lark Community Center	2601 Lark Avenue	Exercise Room
33	**97**, 164 & 216	McAllen	Facilities & Operations Bldg.	4309 Warrior Ave	Training Room
34	62, 124, **134**, 135 140, 141, 160 & 168	McAllen	Milam Elementary School	3800 N. Main St.	South East Hallway
35	**26**, 27, 138 & 139	McAllen	Tax Office	311 N. 15th St.	Foyer
36	**37**, 66, 67 & 136	McAllen	Crockett Elementary School	2112 N. Main St.	Cafeteria
37	**54**, 199 & 201	McAllen	Cayetano Cavazos Elem.	1501 W. Freddy Gonzalez	
38	**7**, 34, 148 & 246	McAllen	Palmer Pavilion	301 E. Hackberry	
39	74, 129, 166, 167, 206 & **207**	McAllen	Fossum Middle School	7800 N. Ware Rd.	
40	24 & **76**	McCook	Immaculate Parish Hall	28212 S. FM 2058	

DRAFT

	PRECINCT	CITY	BUILDING	ADDRESS	LOCATION
41	1, 46, **85** & 213	Mercedes	Taylor Zachary	900 N. Missouri	Cafeteria
42	**32** & 249	Mercedes	Mercedes City Hall	400 S.Ohio Avenue	Commission Rm.
43	**56** & 202	Mercedes	Mercedes Early Childhood Ctr.	950 W. 6th	Library
44	**9,** 218, 220, 243 & 248	Mission	Veterans Memorial High School	700 E. 2 Mile Road	Main Entrance
45	**103**	Mission	Kika De La Garza Building	921 E. 12th St.	Main Entrance
46	**10,** 63 & 102	Mission	Mission City Hall	1201 East 8th	Community Room
47	75, 89, 125, 131, 132, 133, 165, 182, 209, 241, **244** & 256	Mission	Salinas Elementary School	6 3/4 Miles North Conway	Room #7
48	93, **94**, 128 & 204	Mission	Mission Fire Department	415 W. Tom Landry	Training Room
49	28 & **98**	Mission	O'Grady Elem. School	810 W. Griffin Parkway	Library
50	**33**	Monte Alto	Monte Alto Community Center	1st & Elizabeth St.	Community Center
51	**239**	N. Edinburg	Guerra Elem. School	10010 N. Via Fernandez	
52	86, **101** & 236	Palmhurst	Church of Christ	1410 E. 3 Mile Rd	Main Entrance
53	29, **100**, 185, 187 & 208	Palmview	Palmview City Hall	400 W. Veterans Blvd.	
54	**78**, 186 & 210	Palmview	Co. Comm. Pct. #3 Ofc.	724 Breyfogle Road	Main Entrance
55	**50**, 145, 170, 194 & 195	Penitas	Penitas Public Library	1320 S. Main	Portable
56	**61**	Pharr	Napper Elementary School	903 N. Flag St.	Cafeteria
57	**115**	Pharr	Buckner Elementary	1001 N. Fir	Cafeteria
58	**122**, 226, 227 & 228	Pharr	Valley View 5th Grade Campus	9701 S. Jackson Rd	Cafeteria
59	6 & **35**	Pharr	Jose Pepe Salinas Center	1011 W. Kelly	Conference Room
60	25, **36** & 147	Pharr	Liberty Middle School	1212 S. Fir	Cafeteria
61	5, 137 & **146**	Pharr	Las Milpas Comm. Center	7107 S. Cage Blvd.	Main Entrance
62	**60**, 116, 142, 143, 144 & 240	Pharr	PSJA North High School	500 E. Earling Rd.	Lobby
63	**40**, 155, 235 & 238	Progreso	Progreso Community Center	210 FM 1015	Auditorium
64	**43**, 104, 189 & 190	San Carlos	San Carlos Elementary School	2 Mi. S. of E. Hwy. 107 on 3rd St.	
65	59, **117**, 159 & 245	San Juan	San Juan Fire Station #2	2301 N. Longoria Road	Conference Room
66	**4** & 118	San Juan	Austin Middle School	804 S. Stewart Rd.	Portable #18
67	**39** & 156	San Juan	Garza-Pena Elementary School	230 E. Sgt. Leonel Trevino	Cafeteria
68	**38**, 188, 203 & 215	Sharyland	Mission Fire Station #3	1804 N. Shary Rd.	Main Entrance
69	**83**	Sharyland	John S. Shary Elementary	2300 N. Glasscock	
70	**51 &** 80	Sullivan	Fire Station	500 Cenizo Drive	Main Entrance
71	41, **57,** 110 & 250	Weslaco	Co. Commissioner Pct. #1	1902 Joe Stephens Ave., Ste.101	Lounge Area
72	71, **113** & 114	Weslaco	Stephen F. Austin School	514 W. 4th St.	USDA Building
73	**2, 111,** 112 & 121	Weslaco	Braught Theatre	525 S. Kansas	Comm. Chambers
74	21, 22, **42** & 58	Weslaco	Pete Abrigo Agr. Sci. Complex	1601 W. Sugar Cane Dr.	Equine Center

DRAFT

AI-34054 **Right of Way 16. A.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Consideration of the use of Eminent Domain to condemn property on the following Parcels for the FM 681/ FM 2221 Road Project (TXDOT CSJ # 0669-01-052). Parcels #1, 28B and 28C. (Pct.3)

BACKGROUND

Attachments

ED- Parcels 1, 28B & 28C

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 12:51 PM
Olga Garza	Olga Garza	09/07/2012 09:30 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Rebecca Gomez Started On: 09/05/2012 11:44 AM

Final Approval Date: 09/07/2012

Memo

From: GSK

To: Joe Peña, Hidalgo County Right-of-Way Director

Date: September 5, 2012

Re: Recommendation for Acquisition by Eminent Domain - Item for Commissioners' Court Agenda

---

We have received a request from Joe M. Flores, Commissioner for Hidalgo County Precinct Number 3, to initiate condemnation proceedings in connection with the following:

Property Owners	Cesar Barrera and wife, Gladys Barrera:
Project:	FM681/FM2221
Parcel:	1 (legal descriptions attached)
TXDOT CSJ No.:	0862-01-046

Please let me know when we have approval from Hidalgo County Commissioners' Court to proceed as requested.

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ: 0862-01-046

Parcel 1
Property Description

A tract of land containing 0.25 acre (10,873 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 5, LOT 6 AND LOT 7, LA BELLEZA SUBDIVISION**, recorded in Volume 30, Page 178-A, H.C.M.R., and said 0.25 acre (10,873 square feet) also being a part or portion of a 3.213 Acre tract of land deeded to Cesar and Gladys Barrera, recorded in Document No. 819647, H.C.D.R., by Chris and Jean Sapp on November 02, 1999, and said 0.25 acre (10,873 square feet) also being more particularly described as follows;

COMMENCING on the northeast corner of said Lot 7;

THENCE S 08° 53' 48" W (S 08° 50' W), along the East line of said Lot 7, a distance of 393.64 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed North right-of-way line of FM 2221, for the northeast corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1033317.85 and Y=16643013.54. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** S 08° 53' 48" W (S 08° 50' W), continuing along the East line of said Lot 7, a distance of 42.32 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the North right-of-way line of said FM 2221, being the southeast corner of said Lot 7, for the southeast corner of this tract;

2. **THENCE** N 81° 04' 54" W (N 81° 10' W), along the North right-of-way line of said FM 2221, a distance of 100.00 feet pass the common south corner of said Lot 7 and Lot 6, at a distance of 221.00 feet pass the common south corner of said Lot 6 and Lot 5, and continuing a total distance of 321.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the southwest corner of said Lot 5, for the southwest corner of this tract;

3. **THENCE** N 08° 53' 48" E (N 08° 50' E), along the West line of said Lot 5, a distance of 27.59 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on a curve of proposed North right-of-way line of said FM 2221 for the northwest corner of this tract;

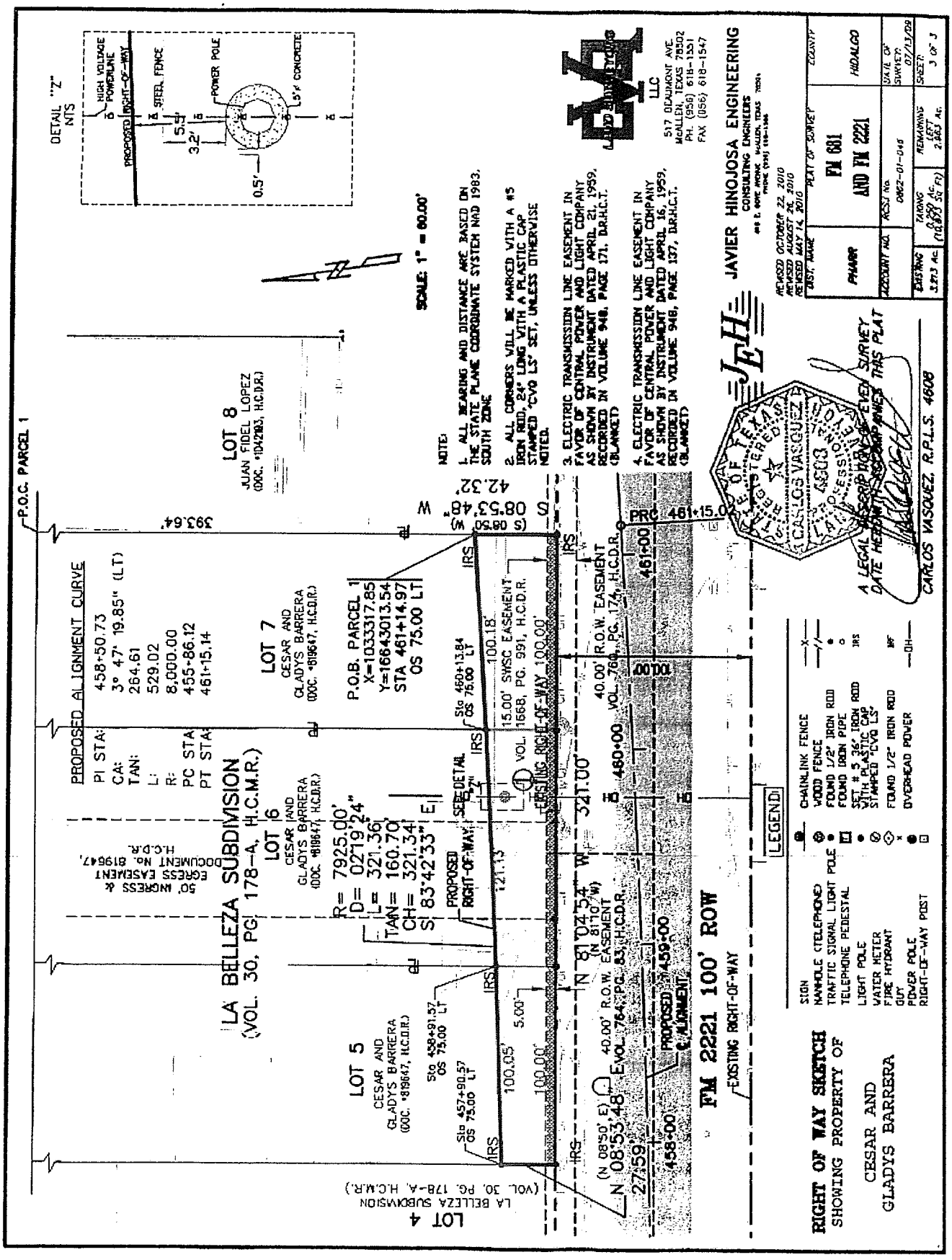
4. **THENCE** along the proposed North right-of-way line of said FM 2221 and said curve to the left with a radius of 7925.00 feet, an interior angle of 02° 19' 24", an arc length of 321.36 feet, a tangent of 160.70 feet and a chord that bears S 83° 42' 33" E, a distance of 321.34 feet to the **POINT OF BEGINNING,** containing 0.25 acre (10,873 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

Carlos Vasquez, R.P.LS. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009



SURVEY OF PART TO BE ACQUIRED OF PARCEL 1 (Page 3 of 3)



Memo

From: GSK

To: Joe Peña, Hidalgo County Right-of-Way Director

Date: September 5, 2012

Re: Recommendation for Acquisition by Eminent Domain - Item for Commissioners' Court Agenda

---

We have received a request from Joe M. Flores, Commissioner for Hidalgo County Precinct Number 3, to initiate condemnation proceedings in connection with the following:

Property Owner:	Southern Anchor, Ltd.
Project:	FM681/FM2221
Parcel:	28b and 28c (legal descriptions attached)
TXDOT CSJ No.:	0669-01-052

Please let me know when we have approval from Hidalgo County Commissioners' Court to proceed as requested.

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010
Revised October 8, 2010
Revised March 15, 2011
Revised September 28, 2011
Revised December 2, 2011

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ: 0862-01-048

Parcel 28B
Property Description

A tract of land containing 0.233 acre (10,158 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 81, BLOCK 4, LA HOMA RANCH CITRUS GROVES UNIT 2,** recorded in Volume 8, Page 9, H.C.M.R., and said 0.233 acre (10,158 square feet) also being a part or portion of a 14.840 Acre tract of land deeded to Southern Anchor, LTD., recorded in Document No. 1661191, H.C.D.R., by VBC, LLC, a Texas Limited Liability Company on September 08, 2006, and said 0.233 acre (10,158 square feet) also being more particularly described as follows;

COMMENCING on the northeast corner of said Lot 81;

THENCE N 63° 50' 12" W, along the North line of said Lot 81, a distance of 1401.41 feet, to the East right-of-way line of Moorefield Drive, THENCE, S 08° 55' 32" W, along the East right-of-way line of said Moorefield Drive, a distance of 436.16 feet, to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed East right of way line of said Moorefield Drive on the most northerly northeast corner of this tract and the **POINT OF BEGINNING;** having surface coordinates of X=1037175.84 and Y=16642551.36. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** S 08° 55' 32" W, along the proposed East right-of-way line of said Moorefield Drive, a distance of 117.51 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the proposed North right-of-way line of FM 2221, for an inside corner of this tract;

2. **THENCE** S 36° 03' 14" E, continuing along the proposed North right-of-way line of said FM 2221, a distance of 70.74 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for an inside corner of this tract;

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010
Revised October 8, 2010
Revised March 15, 2011
Revised September 28, 2011
Revised December 2, 2011
Parcel 28B

3. **THENCE** S 81° 02' 00" E, continuing along the proposed North right-of-way line of said FM 2221, a distance of 109.78 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for a point of curvature on the most southerly northeast corner of this tract;

4. **THENCE** along the said curve to the left with a radius of 622.94 feet, an interior angle of 05° 18' 15", an arc length of 57.67 feet, a tangent of 28.86 feet and a chord that bears S 48° 03' 58" E a distance of 57.65 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the north right-of-way of said FM 2221, for the southeast corner of this tract;

5. **THENCE** N 81° 02' 00" W (N 81° 10' W), along the north right-of-way line of said FM 2221, a distance of 223.12 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the East right-of-way line of Moorefield Drive, for the southwest corner of this tract;

6. **THENCE** N 08° 55' 32" E (N 8° 50' E), along the East right-of-way line of said Moorefield Drive, a distance of 223.25 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract on the northwest corner of this tract;

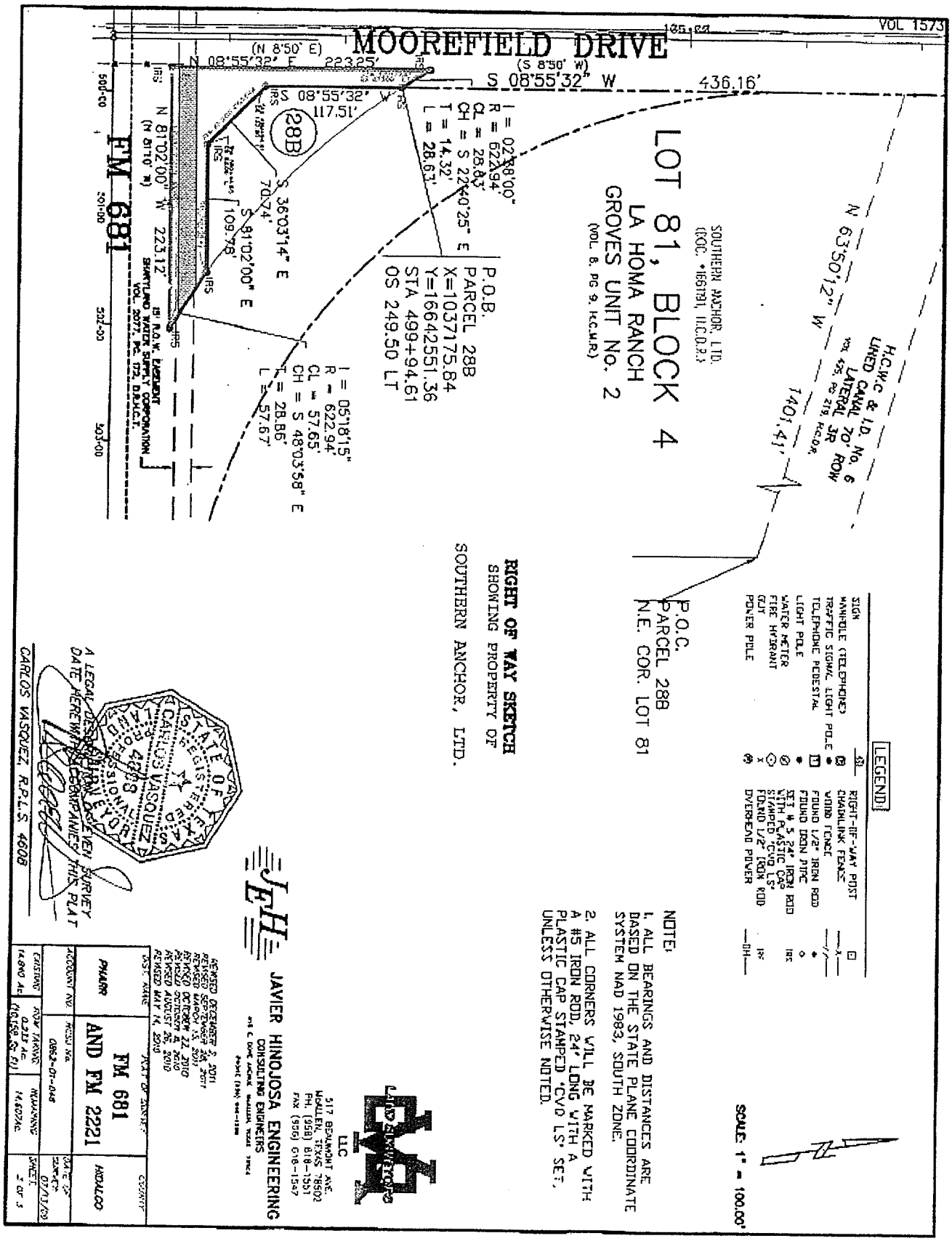
7. **THENCE** along the said curve to the left with a radius of 622.94 feet, an interior angle of 02° 38' 00", an arc length of 28.63 feet, a tangent of 14.32 feet and a chord that bears S 22° 40' 25" E a distance of 28.63. feet to the **POINT OF BEGINNING,** containing 0.233 acre (10,158 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

Carlos Vasquez, R.P.L.S. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009

SURVEY OF PART TO BE ACQUIRED (Page 3 of 3)



Yellow Highlighted Area = Fee Land Area / Green Highlighted Area = Easement Area

July 13, 2009
Revised May 14, 2010
Revised August 26, 2010
Revised October 22, 2010

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ: 0669-01-052

Parcel 28C
Property Description

A tract of land containing 0.507 acre (22,071 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 81, BLOCK 4, LA HOMA RANCH CITRUS GROVES UNIT 2,** recorded in Volume 8, Page 9, H.C.M.R., and said 0.507 acre (22,071 square feet) also being a part or portion of a 14.840 Acre tract of land deeded to Southern Anchor, LTD., recorded in Document No. 161191, H.C.D.R., by VBC, LLC, a Texas Limited Liability Company on September 08, 2006, and said 0.507 acre (22,071 square feet) also being more particularly described as follows;

COMMENCING on the northeast corner of said Lot 81;

THENCE S 08° 55' 32" W (S 08° 34' 32" W), along the East line of said Lot 81, a distance of 184.11 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set for the northeast corner of this tract and the **POINT OF BEGINNING;** having surface coordinates of X=1038462.42 and Y=16642187.52. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** S 08° 55' 32" W (S 08° 34' 32" W), along the East line of said Lot 81, distance of 35.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the North right-of-way line of FM 681, for the southeast corner of this tract;

2. **THENCE** N 81° 02' 00" W (N 81° 10' W), along the North right-of-way line of said FM 681, a distance of 803.94 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for the southwest corner of this tract;

3. **THENCE** N 08° 58' 00" E, a distance of 9.82 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for an inside corner of this tract;

4. **THENCE** N 81° 03' 14" W, a distance of .73 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;

FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 3)

5. **THENCE** along the said curve to the right with a radius of 522.94 feet, an interior angle of 10° 59' 28", an arc length of 100.32 feet, a tangent of 50.31 feet and a chord that bears N 75° 33' 46" W, a distance of 100.16 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the proposed North right-of-way of said FM 681, for the northwest corner of this tract;

6. **THENCE** S 81° 02' 00" E, along the proposed North right-of-way line of said FM 681, a distance of 177.25 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;

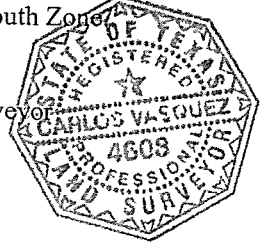
7. **THENCE** along the said curve to the left with a radius of 7,925.00 feet, an interior angle of 02° 32' 01", an arc length of 350.44 feet, a tangent of 175.25 feet and a chord that bears S 82° 18' 00" E, a distance of 350.41 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set for a point of reverse curvature of this tract;

8. **THENCE** along the said curve to the right with a radius of 8,075.00 feet, an interior angle of 02° 31' 58", an arc length of 356.96 feet, a tangent of 178.51 feet and a chord that bears S 82° 17' 57" E, a distance of 356.93 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set for a point of tangency of this tract;

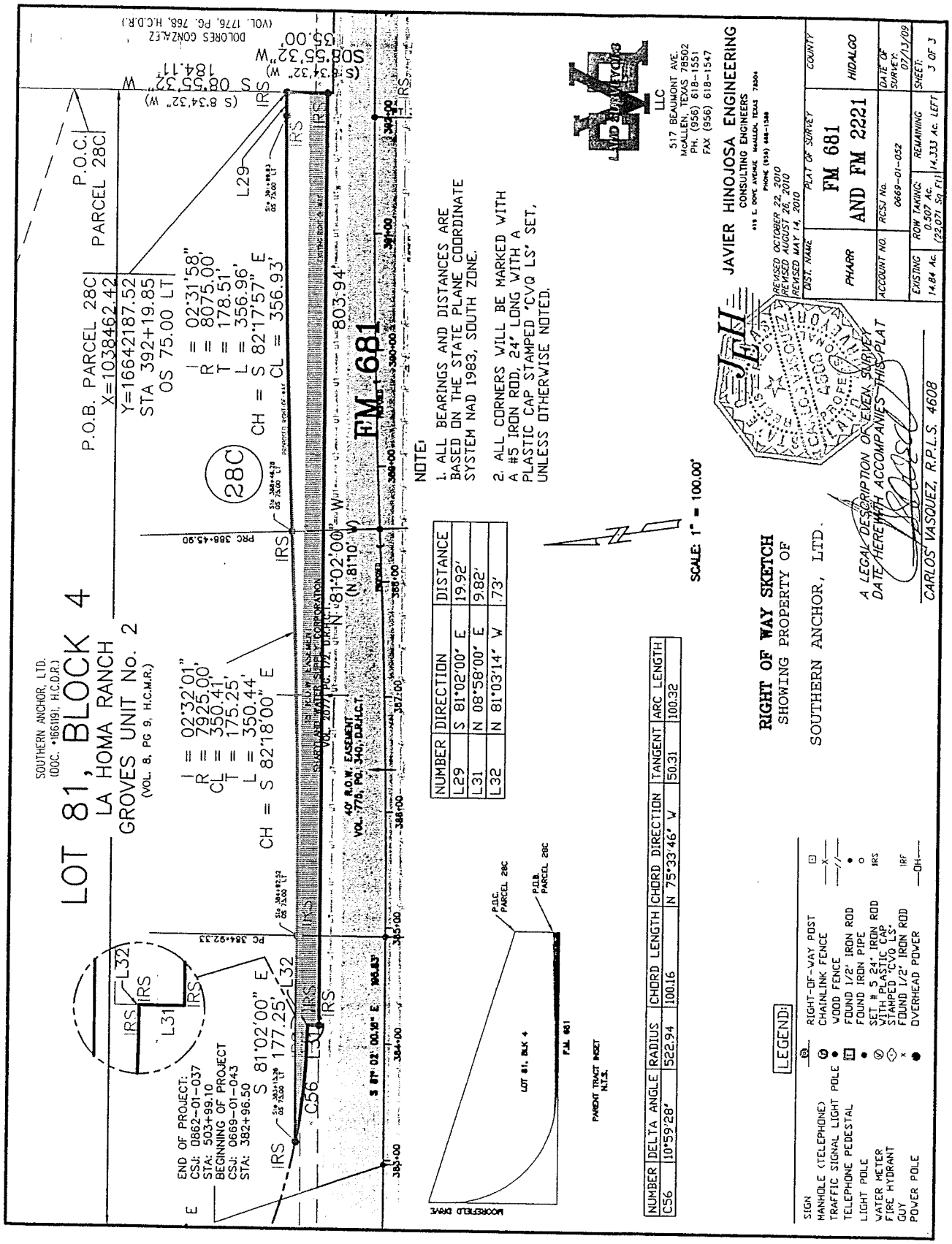
9. **THENCE** S 81° 02' 00" E, along the proposed North right-of-way line of said FM 681, a distance of 19.92 feet to the **POINT OF BEGINNING,** containing 0.507 acre (22,071 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

Carlos Vasquez, R.P.LS. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009



SURVEY OF PART TO BE ACQUIRED (Page 3 of 3)



Yellow Highlighted Area = Fee Land Area / Green Highlighted Area = Easement Area

AI-34064 **Right of Way 16. B.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Authorization for the Right of Way Director to execute Right of Entries to the Hidalgo County RMA. Legal Description is West Addition to Sharyland N3.61 Acre, Lot 5-10 for Military Hwy and 1.69 Acre R/O/W- E16.25 Acre Lot 5-9 1.69AC.

BACKGROUND

Attachments

Anzalduas Int. Bridge- RMA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 04:04 PM
Olga Garza	Olga Garza	09/07/2012 09:18 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Rebecca Gomez Started On: 09/05/2012 02:28 PM

Final Approval Date: 09/07/2012

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER
1109 NOLANA LOOP STE 208 McALEN TX 78504 (956 682-3677

VIA: USPS Certified Return Receipt #7010309000013570996

June 18, 2012

STATE OF TEXAS
HIDALGO COUNTY R/O/W DEPT
2401 N MOOREFIELD ROAD
MISSION, TX 78572

Reference: **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**
SH 365 / Trade Corridor Connector (TCC)
Hidalgo County, Texas

Subject: **Request for Right of Entry – ID No. 316345**
WEST ADDN. TO SHARYLAND 1.69AC R/O/W-E16.25AC-LT 5-9 1.69AC

To Whom It May Concern:

The Hidalgo County Regional Mobility Authority (HCRMA) is conducting Engineering / Design, Environmental, Field Survey, and Geotechnical investigations for the construction of SH 365 / Trade Corridor Connector (TCC) Project in Hidalgo County, Texas. The Project's approximate limits extend from FM 396 near the Anzalduas International Bridge in Mission, Texas to Spur 600 near the Pharr-Reynosa International Bridge in Pharr, Texas.

Engineering / Design and Environmental studies will consist of visual observations only. Field Surveys will consist of surveys of existing topographic features consisting of natural ground elevations, location of existing structures and utilities, and location of property corners. Geotechnical investigations will consist of soil borings approximately 4" (inches) in diameter to be drilled to varying depths at select locations. The soil bore holes will remain capped for monitoring purposes and filled to natural ground once tests are complete. A current listing of firms contracted by the HCRMA is provided at the end of the next page.

The HCRMA is requesting your permission to allow periodic entry to your property by the aforementioned professionals for the purpose of conducting their investigations. Please be assured that entry into your property will be minimal, and that any concerns or special instructions you may have regarding entry will be adhered to completely. It is therefore important that you specify any conditions or special instructions at the end of the next page.

Please sign and date in the spaces provided on the next page and return this letter in the self-addressed stamped envelope provided. An additional copy has been provided for your records. Any questions concerning this matter may be directed to Mr. Jesse Villegas at (956) 682-3677. Your assistance is greatly appreciated.

Very Truly Yours,

Richard D. Seitz

Richard D. Seitz, P.E.
Deputy Program Manager
HCRMA Program Management Consultant

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER
1100 NOLANA LOOP STE 208 McALLEN TX 78504 956-683-3677

Reference: **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**
SH 365 / Trade Corridor Connector (TCC)
Hidalgo County, Texas

Subject: **Request for Right of Entry**

I hereby grant permission for the aforementioned representatives of the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY to enter my property for the purposes outlined above.

_____ _____

Name of Owner (Please print) Telephone Number

_____ _____

Signature of Owner Date

Please describe below any special concerns or instructions regarding entering or leaving the property:

_____

_____

_____

_____

_____

The HCRMA has contracted the following firms to date to conduct engineering / design, environmental, field surveys, and geotechnical investigations and may contract other firms to expedite the work.

Type of Investigation:	**Firms Contracted by HCRMA to Date:**
Engineering / Design	L&G Consulting Engineers, Inc. S&B Infrastructure, Ltd. TEDSI Infrastructure Group, Inc.
Environmental Studies	Atkins North America, Inc. (Atkins) Blanton and Associates, Inc.
Field Survey	Dos Land Surveying, LLC Quintanilla, Headley & Associates, Inc. TEDSI Infrastructure Group, Inc.
Geotechnical	L&G Engineering Laboratory, LLC

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER
1109 NOLANA LOOP, STE 208 McALEN TX 78504 (956)682-3677

VIA: USPS Certified Return Receipt #70103090000013570989

June 18, 2012

STATE OF TEXAS
2400 N MOOREFIELD ROAD
MISSION, TX 78572

Reference: **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**
SH 365 / Trade Corridor Connector (TCC)
Hidalgo County, Texas

Subject: **Request for Right of Entry-ID No. 316348**
Legal Description: WEST ADDN TO SHARYLAND N3.61 AC LOT 5-10 FOR MILITARY HWY

To Whom It May Concern:

The Hidalgo County Regional Mobility Authority (HCRMA) is conducting Engineering / Design, Environmental, Field Survey, and Geotechnical investigations for the construction of SH 365 / Trade Corridor Connector (TCC) Project in Hidalgo County, Texas. The Project's approximate limits extend from FM 396 near the Anzalduas International Bridge in Mission, Texas to Spur 600 near the Pharr-Reynosa International Bridge in Pharr, Texas.

Engineering / Design and Environmental studies will consist of visual observations only. Field Surveys will consist of surveys of existing topographic features consisting of natural ground elevations, location of existing structures and utilities, and location of property corners. Geotechnical investigations will consist of soil borings approximately 4" (inches) in diameter to be drilled to varying depths at select locations. The soil bore holes will remain capped for monitoring purposes and filled to natural ground once tests are complete. A current listing of firms contracted by the HCRMA is provided at the end of the next page.

The HCRMA is requesting your permission to allow periodic entry to your property by the aforementioned professionals for the purpose of conducting their investigations. Please be assured that entry into your property will be minimal, and that any concerns or special instructions you may have regarding entry will be adhered to completely. It is therefore important that you specify any conditions or special instructions at the end of the next page.

Please sign and date in the spaces provided on the next page and return this letter in the self-addressed stamped envelope provided. An additional copy has been provided for your records. Any questions concerning this matter may be directed to Mr. Jesse Villegas at (956) 682-3677. Your assistance is greatly appreciated.

Very Truly Yours,

Richard D. Seitz

Richard D. Seitz, P.E.
Deputy Program Manager
HCRMA Program Management Consultant

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER
1109 NOLANA LOOP, STE 208 McALEN, TX 78504 (956)682-3677

Reference: **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**
SH 365 / Trade Corridor Connector (TCC)
Hidalgo County, Texas

Subject: **Request for Right of Entry**

I hereby grant permission for the aforementioned representatives of the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY to enter my property for the purposes outlined above.

_____ _____

Name of Owner (Please print) Telephone Number

_____ _____

Signature of Owner Date

Please describe below any special concerns or instructions regarding entering or leaving the property:

_____

_____

_____

_____

_____

The HCRMA has contracted the following firms to date to conduct engineering / design, environmental, field surveys, and geotechnical investigations and may contract other firms to expedite the work.

Type of Investigation:	**Firms Contracted by HCRMA to Date:**
Engineering / Design	L&G Consulting Engineers, Inc. S&B Infrastructure, Ltd. TEDSI Infrastructure Group, Inc.
Environmental Studies	Atkins North America, Inc. (Atkins) Blanton and Associates, Inc.
Field Survey	Dos Land Surveying, LLC Quintanilla, Headley & Associates, Inc. TEDSI Infrastructure Group, Inc.
Geotechnical	L&G Engineering Laboratory, LLC

AI-34035 **Precinct #2 17. A.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of the following claim/invoice with authorization for County Treasurer to issue payment/check after review, audit and processing procedures are completed by County Auditor:

Hidalgo County Clerk Invoice #820065 in the amount of $24.00 (for recording fees)

BACKGROUND

PO #561271 had been issued for this in 2006; bill was never paid.

Document has been reviewed by Right of Way and Legal.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary Impact.

FISCAL YEAR: **ACCT. #:** 2-1200-431-00-122-006-0-711

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

BUDGETARY IMPACT:

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 11:27 AM
Roland Garcia	Rolando Garcia	09/06/2012 09:07 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Katia Garcia Started On: 09/04/2012 02:02 PM

Final Approval Date: 09/07/2012

COUNTY of HIDALGO
Precinct No. 2



Hector "Tito" Palacios
County Commissioner

MEMO

To: Comm. Hector "Tito" Palacios,
Hidalgo County Pct. # 2
Attn. Yoli

From: Jaime Salinas,
Pct # 2 Right of Way Agent

Date: June 12, 2012

Re: Recording Fees- (Highway Right of Way Easement)
Thomas Road Document # 1699617

Comm. Palacios,

Attached please find Hidalgo County Clerk's receipt totaling $24.00 for recording services on the above-mentioned.

Please have your department process this receipt from Acct. #_____
_____ set up for this project as soon as possible.

Should you have any questions, please feel free to contact our office @ (956) 787-1891.

Thanks,
Jaime

PO # N/A
2-1200-431-00-122-006-0-711
Req # N/A

Approved _____

Comm. Hector "Tito" Palacios

RECEIVED BY
COUNTY AUDITOR
2012 JUN 28 PM 10:13

INVOICE RECEIVED BY:
Elizabeth Mata ON 6/12/12
GOODS/SERVICES RECEIVED BY:
Hector "Tito" Palacios ON 6/12/12

Administration Office
300 West Hall Acres, Suite G
Pharr, TX 78577
Tel: 956-787-1891 Fax: 956-787-4683

Precinct 2 Shop
301 E. State St.
Pharr, TX 78517

Official Receipt for Recording in:

Hidalgo County Clerk
P.O. Box 58
Edinburg,TX 78540

Issued To:
HIDALGO COUNTY ROW DEPT.
509 EAST EARLING RD.
283-8134
SAN JUAN TX 78589

062812-272566-3

Recording Fees

Document Description	Number	Recording Amount
Recording	1699617	24.00
ROW EASEMENT THOMAS RD		
		24.00

Collected Amounts

Payment Type	Amount
ESCROW/CHARGE ACCNT	24.00
	24.00

Total Received :	24.00
Less Total Recordings:	24.00
Change Due :	.00

Thank You
ARTURO GUAJARDO JR. - County Clerk

By - Bertha Moreno

Receipt#	Date	Time
0820065	12/18/2006	03:29p

Reprinted By: Yessica Cortez
Reprinted On: 04/30/2012 02:18p

PAY FROM COPY
ORIGINAL MISPLACED
Initials 6/18/2012

RECEIVED
MAY 08 2012
RIGHT OF WAY DEPT

RECEIVED BY
COUNTY AUDITOR
2012 JUN 28 AM 10 13

PAY FROM COPY
ORIGINAL MISPLACED

COUNTY of HIDALGO
Precinct No. 2



Hector "Tito" Palacios
County Commissioner

To: County Auditor's Office
Att: Lupita Garza

From: Hidalgo County Pct. 2
Hector "Tito" Palacios, County Commissioner Pct.2

Date: July 9, 2012

RE: Memo – Pay from Copy Invoice

This memo is to authorize and accept payment of invoice #0820065 from Hidalgo County Clerk's Office dated 12/18/2006 with reprint copies.

If you have any questions regarding this invoice do not hesitate to contact Katia Garcia at the number listed below.

Thank You,

Raul Silguero
Chief Administrator Pct.2

RECEIVED BY
COUNTY AUDITOR
2012 JUL 11 PM 3 58

Administration Office
300 West Hall Acres, Suite G
Pharr, TX 78577
Tel: 956-787-1891 Fax: 956-787-4683

Precinct 2 Shop
301 E. State St.
Pharr, TX 78517

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 07/25/2012

TO: Yolanda Cisneros **DEPARTMENT:** (122) COMMISSIONER, PRECINCT 2

FROM: Lupita Garza **PHONE:** (956)-318-2511 ext 4630

REFERENCE: HIDALGO COUNTY CLERK'S OFFICE Invoice #0820065

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #0820065*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: In reference to invoice #0820065 is being returned for the following reason, need the date Commissioners' Court approved this project. Before resubmitted the invoice to the Auditor's Office please attach a copy of the agenda item. If you have any questions please feel free to call me at ext. 4630.

RECEIVED
JUL 27 2012
COUNTY AUDITOR'S FORM: RE-CA-020
BY: _____ REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

HIDALGO COUNTY
RIGHT OF WAY DEPARTMENT

LETTER OF TRANSMITTAL

TO: Commissioner Hector " Tito Palacios, Pct.2 DATE 06/12/2012
Attn: Yoli

RE: Recording Fees From: Jaime Salinas
R.O.W Agent

Highway Easement Thomas Road Document # 1699617

REASON FOR TRANSMITTAL CHECKED BELOW:

[ ] AS REQUESTED	[ ] FOR APPROVAL	[ ] COPY OF LETTER
[ ] RETURNED FOR CORRECTIONS	[ ] APPROVED AS NOTED	[ ] REVIEW AND COMMENT
[ ] APPROVED AS SUBMITTED	[ ] PICKED-UP	[X] OTHER

****

REMARKS: Please attached find a Memo for the above-mentioned project. If you need additional information please call our office at (956) 787-1891 Ext. 2406.
VIA HAND DELIVERED

RECEIVED BY: Elizabeth Mora

RECEIVED
JUN 12 2012

RECEIVED BY
COUNTY AUDITOR
2012 JUN 28 PM 10 12

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.2

ACCOUNT # 2-1200-431-00-122-006-0 ROAD MAINTENANCE

DATE: 6/26/2012 **ATTN:** LUPITA GARZA

VENDOR NAME	AMOUNT	INVOICE #	DATE	OBJ#	OBJECT DESCRIPTION	P.O. #	REQ. #
HIDALGO COUNTY CLERK	$24.00	1699617	6/12/2012 (12/18/2006)	711	ROW	N/A	N/A
					THOMAS ROAD		

RECEIVED BY
COUNTY AUDITOR
2012 JUN 28 AM 10 13

AUDITOR'S COMMENTS: _____

AI-34086 **Precinct #2 17. B.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between Hidalgo County and City of Pharr for the Minnesota Road Project.

2. Acceptance and approval of the Interlocal Cooperation Agreement Project: provision of the "Undertaking a road improvement project generally described as the Minnesota Road Project from I Road West to Huisache Avenue" pursuant to the approval of the Interlocal Agreement as stated above.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-065-0-XXX

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

BUDGETARY IMPACT:

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/06/2012 10:28 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Katia Garcia Started On: 09/06/2012 09:44 AM

Final Approval Date: 09/07/2012

AI-34126 **Budget and Management 18. A.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and presentation on proposed salaries of elected officials

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Monica Badillo Started On: 09/07/2012 05:24 PM

Final Approval Date: 09/07/2012

AI-34122 **Budget and Management 18. B.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Diana Serna **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and approval to authorize Urban County to utilize County funds, Special Revenue Bank Account, as interim funding for payment of expenditures as specified in the Texas General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068.

BACKGROUND

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2012 04:17 PM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Erika Zamora Started On: 09/07/2012 03:34 PM

Final Approval Date: 09/07/2012

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. 29090

Ester G

Date: **October 12, 2011** Meeting Date Request: October 18, 2011

Deadline for Action: October 18, 2011 Contact Person: ***Diana R. Serna***

Department: ***Urban County Program*** Phone: **(956) 787-8127** Fax: **(956) 787-5291**

Diana R. Serna, UCP Director DRS

Caption:

Consideration and Approval to modify and resubmit Hidalgo County's Texas Community Development Block Grant Program 2008 Supplemental Disaster Recovery Fund: Hurricanes Ike and Dolly Round 2.1 Application to the General Land Office (GLO) and authorize the County Judge to sign any and all documents.

Background:

The Urban County Program is requesting approval to modify and resubmit Round 2.1 application in an effort to address questions related to colonia issues and Hidalgo County's commitment to address infrastructure needs of protected populations as related to the LRGVDC Round 2, Phase 1 Partial Method of Distribution.

Deputy Director: _____ **Finance:** _____

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____

Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:____ No:____
Account Code: _____ Impact on Future Budget: Yes ____ No ____

Comments:

APPROVED Co. Comm. Ct.
DATE 10/18/11

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

January 5, 2012

The Honorable Ramon Garcia
County Judge, Hidalgo County
1615 S, Closner, Suite J
Edinburg, Tx 78541

RE: Award of TxCDBG Disaster Recovery Grants

Dear Judge Garcia:

The Texas General Land Office is pleased to inform you that Hidalgo County has been recommended to receive a 2008 Supplemental Disaster Recovery Fund grant in the amount of $20,942,306.00 for the following projects:

Project	Amount
Flood and Drainage Facilities: Penitas Drain	$5,679,046
Flood and Drainage Facilities: South Fork Drain	$3,729,214
Flood and Drainage Facilities: Delta Area Connector/East Lateral	$11,534,046
Total:	**$20,942,306**

Project funds include associated construction, engineering, administration, and acquisition funds.

These funds have been made available from 2008 Supplemental Community Development Block Grant (CDBG) funding associated with the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, (Public Law 110-329), appropriated by Congress through the United States Department of Housing and Urban Development.

Pending contract awards and HUD's approval of methods of distribution, your community will receive up to $20,942,306.00 for the completion of the above named projects. **You are reminded that all CDBG regulations not explicitly waived remain in effect for the use of these funds; such as environmental clearance provisions, Davis-Bacon labor laws, and procurement and acquisition regulations.**

As a condition of negotiations with the Housing Advocates, the performance statement for the pending contract will include design standards for proposed drainage facilities. In addition, the Housing Advocates will be allowed to review and comment on the 30% Engineering Design Submittal for each project.

Disaster Recovery Grant funds are intended to be spent as quickly as possible to assist in your community's recovery prior to future possible storm events. Upon receipt of the contract agreement, please take the immediate actions necessary to expedite contract activities in order to remain in compliance with this requirement for timely expenditure of funds and to secure the funding for this project.

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

Please be reminded that although we encourage you to proceed as quickly as possible to complete all approved projects, it is important to take the time to assure compliance with all federal, state and local laws and regulations. As you may be aware, our staff are separated into regional teams. Someone will reach out to you upon award to provide you with contact information. The team's priority is to help each grantee get the projects completed on time and on budget by removing "roadblocks". Please contact the project facilitator if you have questions regarding the contract award process.

The Texas General Land Office and the Disaster Recovery program team look forward to working with you and your community to assist with your recovery needs. Thank you for your continuing efforts on behalf of the citizens of Hidalgo County. If you have any questions, please do not hesitate to contact the Disaster Recovery staff at 866-206-1084.

Sincerely,

Gary S. Hagood
Deputy Commissioner
Financial Management
Texas General Land Office

cc: Jorge Ramirez
Nancy Beward

PURCHASE REQUISITION

Texas General Land Office

Do not place an Order. The Purchasing Department MUST place this order in compliance with State Laws and Regulations

REQUISITION NUMBER	305 - 12-2190
SEND TO LEGAL SERVICES?	☑ YES ☐ NO
EXISTING CONTRACT NUMBER	DRS210068 12-406-000-6453

Program/Division	Contact for further Information	Phone Number	Date Prepared
Disaster Recovery	Maria Castañón	512-861-4939	February 23, 2012

Project Title or Purpose for this Requisition

Round 2.1 Award for the CDBG DR Program. (Non-Housing) Total Grant = $20,942,306.** (Entitlement)

☑ Request a NEW CONTRACT ☐ Deadline - DATE: for Contract or Amendment, if any: (Must include Deputy Memo)

☐ Request an AMENDMENT to an Existing contract due to:

FUNDING SOURCES (State or Federal - types - NOAA / MMS, etc.): HUD

Vendor I.D.	74-6000717	(Legal Approval)	Date: 3/15/12
Vendor Name	County of Hidalgo	Project Manager/Phone #:	Jarrod Choate / (512) 691-2283
		Suggested Vendor:	
Address	1615 South Closner, Suite J	Vendor Contact Person:	Ramon Garcia, County Judge
		Phone & Fax Numbers:	Phone: (956) 318-2600; Fax: (956)
City/State	Edinburg, TX	Zip: 78539	E-mail address: ramon.garcia@co.hidalgo.tx.us; diana.seena@ucp.co.hidalgo.tx.us; antonio.barco@ucp.co.hidalgo.tx.us

DT/PCC	Fund	Approp.	Compt. Obj.	GLO Code	PCA	Amount	Budget MIP Entry	By:	Date:
9	1111	13046	7612	4280	21038	20,942,306			

Notes/Comments:

ITEM	CLASS - ITEM/ COMMODITY CODE	DESCRIPTION OF PRODUCT/SERVICE	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
		CDBG Disaster Recovery Grant Program				$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					ADDITIONAL PAGE TOTAL:	
CONTRACT DATES:	FROM: D.O.E.	TO: 12/31/2015			GRAND TOTAL:	20,942,306

DIRECTOR 3/5/12 DATE

IS-TECHNOLOGY/COMPUTER RELATED DATE

DEPUTY DATE

PIO - PUBLICATIONS RELATED 4/12/12 DATE

BUDGET-FUNDS AVAILABLE 3/15/12 DATE SR 3/14/12 CHIEF CLERK - $5,000 AND OVER DATE

PURCHASING USE ONLY

HUB VENDOR:	RECYCLED PRODUCT	POSTED ON ESBD	VCID ☐	DATE TO LEGAL: 3-15-12	Purch. Type: LLC
☐ Yes ☐ No	☐ E-1 Recycled-content	☐ Yes ☐ No	REPERS ☐		Processed By: DF
☐ Black ☐ Woman	☐ E-2 Remanufactured	Order/Begin Date:			Date:
☐ Hispanic ☐ Asian	☐ E-4 Env. Sensitive	Due/End Date:			MIP Entry:
☐ Native American					

EXEMPTION STATUTE/DESCRIPTIVE LEGAL TEXT

- ☐ BOND FUND (use of funds to pay expenses related to the Land)-TX. Nat. Res. Code, Title 7, Chapter 161, Subchapter A, Section 161.175
- ☐ BOND FUND (use of funds to pay bond expenses)-TX. Nat. Res. Code, Title 7, Chapter 161, Subchapter A, Section 161.176
- ☐ BOND FUND (for printing)-TX. Nat. Res. Code, Chapter 161, Subchapter A, Section 161.176(3)
- ☐ CEPRA-TX. Natural Resource Code, Chapter 33, Subchapter H
- ☐ CEPRA-TX. Natural Resource Code, Chapter 33, Subchapter H/TX. Gov. Code, Title 10, Chapter 2155, Subchapter 2155.147
- ☐ CONSULTING SERVICES-TX. Gov. Code, Title 10, Subtitle F, Sec. Ref. 2155.001, Chapter 2254, Subchapter B, Sec. 2254.021
- ☐ GRANTS-TX. Gov. Code, Title 10, Subtitle D, Section 2155.140
- ☐ INTERAGENCY CONTRACT-TX. Gov. Code, Title 7, Chapter 771
- ☐ INTERLOCAL CONTRACT-TX. Gov. Code, Title 7, Chapter 791
- ☐ MAIL SERVICES - TX. Gov. Code, Title 10, Subtitle D, Chapter 2162.105
- ☐ OSPRA-TX. Nat. Res. Code, Chapter 40
- ☐ OUTSIDE COUNSEL-TX. Gov. Code 2254.024
- ☐ OTHER -
- ☐ PERMANENT SCHOOL FUND INVESTMENTS-TX. Nat. Res. Code 51.402
- ☐ POSTAGE-General Appropriations Act. 74th Leg. Session, Sec. 9, HB 1, Sec. 33 (Purchase of Postage)
- ☐ PROFESSIONAL SERVICES-TX. Gov. Code, Title 10, Subtitle F, Sec. Ref. 2155.001, Chapter 2254, Subchapter A, Sec. 2254.001
- ☐ PURCHASE OF LAND-TX. Nat. Res. Code, Section 51.402
- ☐ REAL ESTATE TRANSACTION-TX. Nat. Resource Code, Ann 31.158(d)
- ☐ TELEPHONE/UTILITIES-TX. Gov. Code, Chapter 2155, Ref. 2155.01(d)
- ☐ TRAINING-TX. Gov. Code, Title 6, Subtitle B, Section 656.041
- ☐ VET HOMES-TX. Nat. Res. Code, Chapter 164 (Senate Bill)

LEGAL: 3-15-12 2:15 pm

RECEIVED MAR 15 2012 Texas General Land Office Purchasing

ALL OBLIGATIONS GREATER THAN $25,000 MUST BE ADVERTISED ON THE ELECTRONIC STATE BUSINESS DAILY

Rec'd 3/13/12 JAC

GRANT AGREEMENT
GLO CONTRACT NO. 12-406-000-6453
COMMUNITY DEVELOPMENT BLOCK GRANT – ROUND 2.1 FUNDING
DISASTER RECOVERY PROGRAM

This Community Development Block Grant Disaster Recovery ("CDBG-DR") grant agreement (the "Contract") is entered into by and between the **GENERAL LAND OFFICE** ("the GLO"), a Texas state agency, and the **COUNTY OF HIDALGO** ("Grantee"), hereinafter referred to collectively as "the Parties," to provide financial assistance with funds appropriated by the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*).

ARTICLE 1 - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND GRANT AWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of a Grant from the GLO to Grantee under the CDBG Disaster Recovery program ("CDBG-DR"). In strict conformance with the terms and conditions of this Contract, Grantee shall construct, or cause to be constructed, improvements to flood and drainage facilities and components, including any acquisitions, engineering and planning required, in the County of Hidalgo, Texas (the "Project"). The Project shall be conducted in strict accordance with the terms of this Contract, including all Contract Documents in **SECTION 1.02**, below.

(b) Grant Award

Grantee submitted a Grant Application for grant under the Program, and the GLO is entering into this Contract based on Grantee's Application.

Subject to the terms and conditions of this Contract and Grantee's Application, the GLO agrees to make a grant to Grantee in an amount not to exceed **TWENTY MILLION NINE HUNDRED FORTY-TWO THOUSAND THREE HUNDRED SIX DOLLARS ($20,942,306.00)**, payable as reimbursement of allowable expenses incurred by Grantee, to be used in strict conformance with the terms of this Contract, and the Project Budget in **Attachment B**.

The GLO is not liable to Grantee for any costs incurred by Grantee before the effective date of this Contract or after the expiration or termination of this Contract.

However, the GLO in its sole discretion, may reimburse Grantee for allowable program costs incurred prior to the effective date of this Contract.

1.02 CONTRACT DOCUMENTS

The GLO and Grantee hereby agree that this document and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A:	Performance Statement and Implementation Schedule
ATTACHMENT B:	Project Budget
ATTACHMENT C:	Nonexclusive list of Applicable Laws, Rules, and Regulations
ATTACHMENT D:	General Affirmations
ATTACHMENT E:	Federal Assurances – Non-Construction Programs SF-424B (Rev. 7-97)
ATTACHMENT F:	Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
ATTACHMENT G:	Special Conditions

1.03 GUIDANCE DOCUMENTS

Grantee shall be deemed to have read and understood and agrees to abide by all guidance documents applicable to the CDBG-DR program including but not limited to:

the CDBG-DR Project Implementation Manual found at:
http://www.glo.texas.gov/GLO/disaster-recovery/nonhousing/forms-publications.html;

the State of Texas Action Plan for Disaster Recovery found at;
http://www.glo.texas.gov/GLO/disaster-recovery/action-plans.html;

and the Conciliation Agreement between: the Texas Low Income Housing Information Service and Texas Appleseed, and the State of Texas, by and through the Texas Department of Rural Affairs and the Texas Department of Housing and Community Affairs, as approved by HUD in its letter dated May 25, 2010, to the Office of the Attorney General of Texas.

1.04 DEFINITIONS

"Act" means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 *et seq.*); and Public Law 110-329.

"Administrative and Audit Regulations" means the regulations included in Title 24, CFR, Part 85.

"Application" or "Grant Application" means the information provided by Grantee, which is the basis for the award of funding under this Contract.

"Budget" means the budget for the Project funded by the Contract, a copy of which is included in **Attachment B.**

"CDBG-DR" means the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery program.

"Construction Documents" means the engineering specifications, construction plans, and/or architectural plans for the construction of improvements approved by the GLO under the Contract, if any.

"Contract Documents" means the documents listed in **SECTION 1.02**.

"C.F.R." means the United States Code of Federal Regulations.

"Deliverable(s)" means the work product(s) required to be submitted to the GLO as set forth in the Project Implementation Manual, including all reports and other project documentation.

"Equipment" means tangible personal property have a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars ($5,000.00) or more per unit.

"Event of Default" means the occurrence of any of the events set forth in **SECTION 3.03** herein.

"Federal Assurances" means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction programs) in **Attachment E**.

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (Rev 12-04), "Certifications Regarding Lobbying - Lower Tier Covered Transactions," and Standard Form LLL (Rev. 7-97), Disclosure of Lobbying Activities, in **Attachment F**.

"GAAP" means "generally accepted accounting principles" as applicable.

"GASB" means accounting principals as defined by the Governmental Accounting Standards Board, as applicable.

"General Affirmations" means the affirmations in **Attachment D**, to which Grantee certifies by the signing of this Contract.

"Grant Administration Form" means one of several forms required to be submitted during the term of this Contract, which forms may be revised from time to time. The most current version of these forms should be downloaded, as needed, at http://www.glo.texas.gov/GLO/disaster-recovery.

"HUB" means Historically Underutilized Business as defined by Chapter 2161 of the Texas Government Code.

"HUD" means the United States Department of Housing and Urban Development.

"Implementation Schedule" means the schedule by which various project milestones must be met by Grantee, and is attached hereto as part of **Attachment A**.

"Letter of Acceptance" means a document to be executed by Grantee, Engineer, and Grantee's construction contractor, for each construction project, indicating: (i) acceptance, (ii) substantial completion as built, and (iii) commencement of the warranty period, as discussed in **SECTION 4.01** hereof.

"Performance Statement" means the statement of work contained in **Attachment A.**

"PMC" means the GLO's Project Management Company, HNTB Corporation.

"Program" means the Community Development Block Grant Disaster Recovery program.

"Project" means the work to be performed under this Contract, as described in **SECTION 1.01(a)** above, **SCOPE OF PROJECT**, and as detailed in **Attachment A.**

"Project Completion Report" means a report containing an "as built" accounting of all projects completed under a CDBG-DR grant, and containing all information required to completely close out a grant file.

"Project Implementation Manual" means a set of guidelines by which a CDBG-DR grant program must be operated.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Quarterly Reports" means a document detailing the status of the Project under the Contract, to be submitted to the GLO as a condition of reimbursement, as discussed in **SECTION 4.01(a).**

"Regulations" means 24 C.F.R. Part 570.

"U.S.C." means the United States Code.

1.05 INTERPRETIVE PROVISIONS

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract, unless otherwise specified;

(c) The term "including" is not limiting, and means "including without limitation" and, unless otherwise expressly provided in this Contract,

(d) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and

(e) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

(d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(e) All attachments within this Contract, including those incorporated by reference, and any amendments, are considered part of the terms of this Contract;

(f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;

(g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase "in the sole discretion of the GLO."

Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;

(h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;

(i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and

(j) Time is of the essence in this Contract.

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ARTICLE 2 – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Grantee may request reimbursement from the GLO no more often than monthly. Each invoice shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted in Word or WordPerfect format via email to the GLO monthly, on or before the 10th day of each calendar month.

2.02 REQUESTS FOR REIMBURSEMENT UNDER THIS CONTRACT MUST BE RECEIVED BY THE GLO NOT LATER THAN SIXTY (60) DAYS FROM THE DATE GRANTEE INCURS THE EXPENSE. NOTWITHSTANDING THE PRECEDING, REQUESTS FOR REIMBURSEMENT FOR EXPENSES INCURRED BY ANY SUBCONTRACTOR MUST BE RECEIVED BY THE GLO NOT LATER THAN THIRTY (30) DAYS FROM THE DATE THE GRANTEE RECEIVES THAT INVOICE FROM A SUBCONTRACTOR. FAILURE BY GRANTEE TO COMPLY IN A TIMELY MANNER WITH THESE TWO REQUIREMENTS MAY, AT THE GLO'S SOLE DISCRETION, RESULT IN DENIAL OF THE REQUEST FOR REIMBURSEMENT.

2.03 ADVANCE PAYMENTS

If necessary and if allowed by law, Grantee's requests for an advance of funds shall be limited to the minimum amount needed for effective accomplishment of the Project under this Contract, and shall be timed as closely as possible to actual cash requirements. Grantee shall establish procedures to minimize the time elapsing between the transfer of funds from the GLO to Grantee, and shall ensure that such funds are disbursed as soon as administratively possible.

2.04 BUDGET VARIANCE

Grantee may request permission to reallocate funding among budget categories by submitting a written request and detailed justification to the GLO. The GLO may allow flexibility among Budget categories to the extent that the total revisions do not exceed ten percent (10%) of the total budget. Such reallocations may not increase the amount of the grant or total Budget, and shall be effective only after written approval by the GLO. Any request for a variance that (a) exceeds ten percent (10%) of the total budget; (b) changes the total budget amount; (c) changes the Project scope; or (d) changes the Project outcome may be allowed only by formal, written Contract amendment. In addition, aggregate requests for variances which, over time, exceed twenty-five percent (25%) of the total budgeted amount, may be allowed only by formal, written Contract amendment.

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A FINAL, ACTUAL BUDGET SHALL BE SUBMITTED BY GRANTEE NO LATER THAN SIXTY (60) DAYS FOLLOWING THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

IN ADDITION, GRANTEE SHALL SUBMIT A CERTIFICATE OF EXPENDITURES TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATION DATE OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES AS DETERMINED BY THE GLO. THE CERTIFICATE OF EXPENDITURES SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL BE ACCOMPANIED BY A FINAL PROJECT COMPLETION REPORT OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.05 INCOME

Grantee shall maintain records of the receipt and accrual of all Program income in the same manner as required for all other funds under this Contract, and Grantee shall provide reports of Program income to the GLO with each form submitted by Grantee in accordance with **ARTICLE 4** of this Contract. All Program income must be returned to the GLO on at least a quarterly basis and must be reported to the GLO, as requested.

2.06 GRANT OFFER SUBJECT TO CANCELLATION

IF GRANTEE DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN THIRTY (30) DAYS OF TRANSMITTAL OF THE CONTRACT TO GRANTEE, GRANT FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION.

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ARTICLE 3 – CONTRACT PERIOD, TERMINATION, AND DEFAULT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date signed by the last party, and shall terminate on December 31, 2015 ("Contract Period"). **Notwithstanding the preceding sentence, Grantee must adhere to all Project milestones in Attachment A; failure to meet any milestone may result in termination under SECTION 3.02, below.**

Upon receipt of a written request and acceptable justification from Grantee, the GLO may amend this Contract to extend the Contract Period. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST NINETY (90) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of such notice, Grantee shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) Grantee's failure to comply with any term, covenant, or provision contained in this Contract; (ii) Grantee makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) if at any time, Grantee makes any representation or warranty that is incorrect in any material respect to the Performance Statement, any request for payment submitted to the GLO, or any report submitted to the GLO related to the Contract.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any such Event of Default, the GLO shall be entitled to avail itself of any equitable or legal remedy. A right or remedy conferred by this Contract upon either party is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The failure of the GLO either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or the GLO's failure to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent Events of Default.

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ARTICLE 4 - GRANT ADMINISTRATION

4.01 SUBMISSIONS - GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **SECTION 8.11** of the Contract, **NOTICES**; and all other reports and documentation as required by the Project Implementation Manual; any report, form, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

In addition, Grantee acknowledges the responsibility to submit to the GLO, Engineer, and Grant Administrator, if any, all signed Letters of Acceptance (LOA), within two (2) weeks of execution by Grantee. Failure to timely submit the LOA pursuant to this paragraph may result in the withholding of the final payment under this Contract.

(a) Quarterly Reports

Accurate, timely Quarterly Reports are required as a condition of reimbursement. Each Quarterly Report shall include progress made since the prior reporting period, projected quantities if any variances are anticipated, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information that may be required by the GLO. In the sole discretion of the GLO, reports may be requested more often than quarterly, and the Grantee shall provide such additional information to the GLO in a timely manner.

The GLO may review Quarterly Report(s) and may request revisions to be made. Grantee shall coordinate with the GLO to make such revisions in a timely manner. Reimbursement may be withheld, in the sole discretion of the GLO, if a Quarterly Report is delinquent or deficient.

(b) Project Completion Report

The Project Completion Report ("PCR"), as defined above, must be submitted to the GLO by the close of business no later than sixty (60) days from Grantee's execution of the final Certificate of Construction Completion ("COCC"). The PCR must be submitted in accordance with the specifications in the Project Implementation Manual, and must include a full description of all projects, both as originally assigned and as ultimately completed, including any revisions approved by the GLO outside the formal, written amendment process, as provided under **SECTION 8.17** hereof.

(c) Forms

Grantee must execute the forms included as **Attachments E and F,** and certifies by the execution of this Contract to all affirmations in **Attachment D,** confirming compliance with required state and federal laws applicable to the Contract.

(i) General Affirmations are found in **Attachment D,** and Grantee certifies by the execution of this Contract to all statements therein.

(ii) The Federal Assurances for Non-Construction Programs (Standard Form 424B), as applicable to the Project, is found in **Attachment E**, and must be executed by Grantee.

(iii) Certifications Regarding Lobbying Lower Tier covered Transactions (Form CD-512) is found at Page 1 of **Attachment F**, and must be executed by Grantee.

(iv) If any funds granted under this Contract have been used for lobbying purposes, Grantee must complete and execute Standard Form LLL, Disclosure of Lobbying Activities, found at Page 2 of **Attachment F**.

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ARTICLE 5 - STATE AND FEDERAL FUNDING AND RECAPTURE OF FUNDS

5.01 FEDERAL FUNDING

Funding for this Contract is appropriated under the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. **ALL EXPENDITURES UNDER THIS CONTRACT MUST BE MADE IN ACCORDANCE WITH THIS CONTRACT, THE RULES AND REGULATIONS PROMULGATED UNDER THE CDBG-DR PROGRAM, AND ANY OTHER APPLICABLE LAWS. FURTHER, GRANTEE ACKNOWLEDGES THAT ALL FUNDS ARE SUBJECT TO RECAPTURE AND REPAYMENT FOR NON-COMPLIANCE.**

5.02 STATE FUNDING

This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Texas Constitution, Article III, Section 49. In compliance with Texas Constitution, Article VIII, Section 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

5.03 RECAPTURE OF FUNDS

Grantee shall conduct, in a satisfactory manner as determined by the GLO, the Project, as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under this Article; notwithstanding, it is expressly understood and agreed by Grantee that the GLO shall have the right to terminate the Contract and recapture, and be reimbursed for, any payments made by the GLO that Grantee has not used in strict accordance with the terms and conditions of this Contract.

5.04 RETAINAGE

To ensure full performance, the GLO may retain an amount equal to five percent (5%) of Grantee's grant amount until completion and acceptance by the GLO of the Project. The GLO shall make a final disbursement only upon receipt of documentation sufficient to determine that Grantee has completed the Project in accordance with the Contract Documents, and that all requirements of the Contract; all relevant provisions of the Grant; and all applicable law, rules, and regulations have been fulfilled by Grantee.

5.05 OVERPAYMENT

Grantee understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

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ARTICLE 6 - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

(a) The parties to this Contract expressly agree that all right, title, and interest in, and to, all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract shall be jointly owned by the parties with each party having the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from the other party and without expense or charge.

(b) The GLO and HUD are granted a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NONENDORSEMENT BY STATE AND THE UNITED STATES

Grantee shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies State of Texas or U.S. Government, or government employee, endorsement of a product, service, or position that the Grantee represents. No release of information relating to this Grant may state or imply that the State of Texas or the U.S. Government approves of Grantee's work products, or considers Grantee's work product to be superior to other products or services.

6.03 APPROVAL OF PUBLICATION AND SPECIFIC DISCLAIMER REQUIRED

Prior to publication, Grantee must submit to the GLO, for HUD approval, any public information releases concerning this Grant Award that refer to HUD or any bureau or employee. The specific text, layout photographs, and so forth, of the proposed release must be submitted with the request for approval. The specific acknowledgements and funding statements that must be included in certain publications funded by the Grantee are set forth in the Contract Documents.

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ARTICLE 7 - RECORDS, AUDIT, PROPRIETARY INFORMATION, AND PUBLIC DISCLOSURE

7.01 BOOKS AND RECORDS

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives, sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes including, but not limited to, the applicable laws and regulations provided in **Attachment C**.

7.02 INSPECTION AND AUDIT

Grantee agrees that all relevant records related to this Contract or any work product produced, including those of its subcontractors, shall be subject at any reasonable time to inspection, examination, review, audit, and copying at any location where such records may be found, with or without notice by the Texas State Auditor's Office, the GLO, its contracted examiners, or the Texas Attorney General's Office. In addition, HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S Government shall also have this right of inspection.

The GLO reserves the right to perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Contract, assurance of non-duplication of beneficiaries and of the adequacy and timeliness of Grantee's performances under this Contract. After each monitoring visit, the GLO shall provide Grantee with a written report of the findings. If the monitoring report notes deficiencies in Grantee's performances under the terms of this Contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take action specified in the monitoring report may be cause for suspension or termination of this Contract.

Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. **GRANTEE SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

Grantee will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules, including, but not limited to those identified in **Attachment C**, governing audit requirements pertaining to the Project.

7.03 GRANTEE SELF-AUDIT AND TARGETED AUDITS

(a) Grantee Self-Audit

Grantee, on approval of the GLO and/or HUD may conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Grantee may utilize funds budgeted under this Contract to pay for that

portion of the cost of such audit services properly allocable to the activities funded by the GLO under this Contract, provided however that the GLO shall not make payment for the cost of such audit services until the GLO has received from Grantee a satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement should clearly show the percentage of cost relative to the total cost of the audit services. Therefore, Grantee shall submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, an explanation shall be submitted with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) Targeted Audits

In addition, the GLO shall have the right at any time to perform, or to instruct the performance of, an annual program and/or fiscal audit, or to conduct a special or targeted audit of any aspect of the operation of Grantee, using an auditor of the GLO's choice. Grantee shall maintain such financial records and other records as may be prescribed by the GLO or by applicable federal and state laws, rules, and regulations. Grantee shall retain these records for a period of five (5) years after final payment or until they are audited by the GLO, whichever event occurs first. These records shall be made available during the term of this Contract and the subsequent five (5) year period for examination, transcription, and audit.

7.04 PERIOD OF RETENTION

Grantee shall retain all records relevant to this Contract for a minimum of five (5) years. The period of retention begins at the date of final payment by the GLO of reimbursable expenses, or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or any administrative proceeding or litigation that may ensue.

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ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. Grantee shall not commence work on the Project until it has obtained the requisite licenses and/or permits, if applicable. **COPIES OF SUCH LICENSES AND PERMITS SHALL BE INCLUDED AS A PART OF THE MONTHLY REPORT FOR THE PERIOD DURING WHICH THEY ARE OBTAINED.**

8.02 INDEMNITY

AS GOVERNMENTAL ENTITIES AND REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF GRANTEE, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF GRANTEE, THEN, IN SUCH EVENT, GRANTEE AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT GRANTEE IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND GRANTEE'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY GRANTEE, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY GRANTEE TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF GRANTEE MUST BE APPROVED BY GRANTEE.

8.03 INSURANCE AND BOND REQUIREMENTS

(a) Unless Grantee is authorized pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," to self-insure, Grantee shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

(b) Grantee shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of Project in the types and amounts customarily carried by a person or entity providing such goods or services, for the duration of the Contract. Any person or entity required to obtain insurance under this Section must also be required to complete and file the declaration pages from the insurance policies with Grantee whenever a previously identified policy period expires during the term of Grantee's contract with the person or entity, as proof of continuing coverage. Grantee's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Grantee shall not relieve or decrease the liability of the person or entity. Persons or entities shall be required to update all expired policies prior to Grantee's acceptance of an invoice for monthly payment from such parties.

(c) Grantee shall require performance and payment bonds to the extent they are required under Chapter 2257 of the Texas Government Code.

(d) Grantee shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall timely complete SF-424D, entitled "Assurances – Construction Programs," and Grantee shall maintain such documentation.

8.04 ASSIGNMENT AND SUBCONTRACTS

Grantee shall not convey any grant obligations or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Grantee may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Grantee shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Grantee as specified in this Contract. Nothing in this Contract shall be construed to relieve Grantee of the responsibility for ensuring that the goods delivered and/or the services rendered by Grantee and/or any of its subcontractors comply with all the terms and provisions of this Contract.

8.05 PROCUREMENT

Grantee must follow all federal, state, and local procurement procedures and laws applicable to this Project, and must confirm that no vendor is debarred from receiving state or federal funds at each of the following web addresses:

Texas Comptroller's Vendor Performance Program:

http://www.window.state.tx.us/procurement/prog/vendor_performance;

and the Federal General Services Administration's Excluded Parties List System

at https://www.epls.gov/.

8.06 PURCHASES AND EQUIPMENT

Grantee shall not seek reimbursement for any Equipment or computer software not included as a reimbursable item in **Attachment B**. Any purchase of equipment or

computer software shall be made in accordance with all applicable laws, regulations, and rules including, but not limited to those listed in **Attachment C**. Title and possession of any Equipment or computer software will remain the property of Grantee unless and until transferred to the GLO, upon written request of the GLO. Grantee shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with grant funds under the Contract, including the name of the manufacturer, the model number, and the serial number. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including but not limited to those listed in **Attachment C**.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE 7**, above, shall have the right to initiate communications with any subcontractor, and may request access to any books, documents, papers, and records of a subcontractor which are directly pertinent to this grant. Such communications may be required to conduct audits and examinations and gather additional information as provided in **ARTICLE 7** herein.

8.08 RELATIONSHIP OF THE PARTIES

Grantee is associated with the GLO only for the purposes and to the extent specified in this Contract and, with respect to Grantee's performance pursuant to this Contract, Grantee shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other party.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, those listed in **Attachments C, D, E, and F**. Grantee shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. **Grantee will be deemed to have knowledge of these laws and regulations and be deemed to understand them.**

In addition, the GLO and Grantee mutually certify to that each party is in compliance with Notice of Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Grantees Under 2008 Supplemental CDBG Appropriations 74 Fed. Reg. 7,244-7,255 (2009).

8.10 CITIZEN PARTICIPATION

(a) Grantee must have written procedures to respond to written complaints within fifteen (15) business days of receipt of such complaint. Citizens must be made aware of the location and the days and hours the location is open for business so they may obtain a copy of these written procedures.

(b) When requested, Grantee shall provide technical assistance to a representative of a group of persons of low- and moderate-income in developing proposals for the use of CDBG-DR funds. The level and type of assistance shall be determined by the Grantee based upon the specific needs of the community's residents.

(c) Grantee shall maintain a citizen participation file which includes a copy of the Plan Requirements described in the "2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike Non-Housing Activities Application Guide;" Grantee's complaint procedures; any technical assistance provided by Grantee; and public notices, minutes, and attendance lists for public hearings, if any.

8.11 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO
Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Legal Services Division

With a copy to:

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: CDBG Disaster Recovery Division

Grantee
County of Hidalgo
1615 South Closner, Suite J
Edinburg, TX 78539
Attention: Judge Ramon Garcia

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.12 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.13 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.14 DISPUTE RESOLUTION

If a Contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

8.15 PUBLIC INFORMATION

Pursuant to the Public Information Act, records received from Grantee may be open to public inspection and copying. The GLO will have the duty to disclose such records, unless a particular record is made confidential by law or exempted from the Public Information Act. Grantee may clearly label any individual records as a "trade secret," provided that Grantee, to the extent permitted by law, agrees to indemnify and defend the GLO for honoring such designation. The failure to so label any record shall constitute a complete waiver of any and all claims for damages caused by release of the records. If a request for a labeled record is received by the GLO, the GLO will notify Grantee of the request in accordance with the Public Information Act.

Grantee shall release, to any requestor, the following information:

The amount of CDBG-DR funds expected to be made available;

The range of activities that may be undertaken with CDBG-DR funds;

The estimated amount of CDBG-DR funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and

The proposed CDBG-DR activities likely to result in displacement and the Grantee's anti-displacement and relocation plan.

8.16 SIGNAGE

Public buildings, facilities, and centers constructed with the CDBG-DR funds shall have permanent signage placed in a prominent, visible public area with wording provided below. The formatting of the required signage will be at Grantee's discretion to best fit the architectural design of the facility, but shall be legible from no less than three (3) feet.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, utilizing CDBG-DR funds, shall have temporary signage erected in a prominent location at the Project site or along a major thoroughfare within the locality, as directed by Grantee, with the wording provided below:

> "This project is funded by the Texas General Land Office to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes. Funds for the project were allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Disaster Recovery Program."

8.17 AMENDMENTS TO THE CONTRACT

Material changes to the Performance Statement and Implementation Schedule may be made only by written agreement of the parties, under the formal Contract amendment process. Material changes include, but are not limited to; monetary changes other than budget variances permitted under **SECTION 2.04**; the addition or deletion of projects or tasks; or any revision that would otherwise result in a change to the overall Performance Statement.

Notwithstanding the preceding, in the sole discretion of the GLO, extensions to Deliverable due dates within the overall Contract Period, and immaterial revisions to quantities and specifications used within the Project Performance Statement, which may be required during construction, may be approved by the GLO without formal amendment. **Such approvals must be in writing, and may be delivered by email, facsimile, or regular mail.**

Pursuant to **SECTIONS 2.04 AND 4.01(b)** hereof, a final **Project Completion Report** of all activities performed under this Contract shall be submitted and shall include all such informal revisions approved over the life of the Project.

8.18 ENTIRE CONTRACT AND MODIFICATIONS

This Contract and its integrated Attachments constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.19 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Grantee acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Grantee after the Contract terminates is performed at the sole risk of Grantee.

8.20 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.21 SURVIVAL

The provisions of **ARTICLES 5, 6, AND 7; AND SECTIONS 1.01, 1.03, 2.04, 2.05, 3.02, 3.04, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15, 8.16, AND 8.17** of this Contract, and any other continuing obligations of Grantee shall survive the termination or expiration of this Contract.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE
FOR GLO CONTRACT NO. 12-406-000-6453

GENERAL LAND OFFICE

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Date of execution: 4/12/12

LEGAL AA
PB DIV
AGC
GC

COUNTY OF HIDALGO

By: Ramon Garcia
Title: County Judge

Date of execution:

Approved by Commissioners' Court
on 10-18-11 RD

ATTACHMENTS TO GLO CONTRACT NO. 12-406-000-6453

ATTACHMENT A:	Performance Statement and Implementation Schedule
ATTACHMENT B:	Project Budget
ATTACHMENT C:	Nonexclusive List of Applicable Laws, Rules, and Regulations
ATTACHMENT D:	General Affirmations
ATTACHMENT E:	Federal Assurances – Non-Construction Programs SF-424B (Rev. 7-97,)
ATTACHMENT F:	Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
ATTACHMENT G:	Special Conditions

ATTACHMENTS FOLLOW

AI-34078 **Budget and Management 18. C. 1.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Perla Lopez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

JAIGB (1286) / Co Wide Adm (1100):
Approval to deobligate cash match funds from the JAIGB "Early Intervention Counseling Program" Grant for FY 2013 (Fund 1286, program 005) and appropriate into Countywide Administration-Contingency (Fund 1100) in the amount of $1,065.22.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available funds as of 9/6/12.
Deobligation of funds in the amount of $1,065.22 from the JAIBG "Early Intervention Counseling Program" Grant for FY 2013 and appropriate into Co. Wide Admin - Contingency.

Attachments

BA

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	09/06/2012 08:57 AM
Budget & Management	Merlen P. Munoz	09/06/2012 09:33 AM
Olga Garza	Olga Garza	09/07/2012 09:36 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Perla Lopez Started On: 09/06/2012 08:27 AM

Final Approval Date: 09/07/2012

DATE: September 11, 2012

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for JAIBG Grant (1286)

2012
Transfer

ACCOUNT NUMBER: **2-1XXX-XXX-0X-XXX-XXX-X-XXX**

AI - 34078

CONTACT PERSON: Perla Lopez **PHONE:** 292-7025 ext. 5419

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-415-00-115-002-0- 899	Co. Wide Adm-Contingency	1,065.22
2-1100-491-01-000-286-3- 891	Transfers Out-Desig Purp Level 5	(1,065.22)
2-1286-391-01-000-100-3- 000	Transfers In-General Fund	(1,065.22)
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: To deobligate cash match funds from JAIBG "Early Intervention Counseling Program" Grant fund 1286 for FY 2013 and appropriate into Co. Wide Admin - Contingency.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-34118 **Budget and Management 18. C. 2.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Perla Lopez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Notes Payable (1401):
Approval of 2012 appropriation of funds into Notes Payable in the amount of $3,916.42.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1401-471-00-000-000-0-862

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

BUDGETARY IMPACT:

Funding available for appropriation as of 9/7/12. Appropriation from 1401 fund balance.

Attachments

BA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/07/2012 01:43 PM
Olga Garza	Olga Garza	09/07/2012 03:46 PM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Perla Lopez Started On: 09/07/2012 01:19 PM

Final Approval Date: 09/07/2012

DATE: September 11, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Notes Payable (1401)

AI - 34118

ACCOUNT NUMBER: 2-1401-471-00-000-000-0-862

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

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
2-1401-471-00-000-000-0-862	Notes Payable-Other Debt Principal	$ 3,916.42

AI-34121 **Purchasing Department** **19. A. 3.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of CORRECTED Work Authorization No. 1 (with estimated cost proposal of $ 55,625.00) as submitted by Halff Associates, Inc. for Project: (Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse), in connection to the "on-call" agreement #C-11-291-01-24 for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4" and as (approved by CC on 09/04/12, AI-33976)

BACKGROUND

CORRECTED WA#1 - Halff Associates Inc.-(Modular Buildings at Courthouse)

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-419-40-220-048-0-720

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

BUDGETARY IMPACT:

Attachments

Corrected WA#1-Halff Assoc Inc(Modular at Crthse)

AI-33976-CC-090412-apprvd WA#1

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Letty Saenz Started On: 09/07/2012 03:30 PM

Final Approval Date: 09/07/2012

HALFF

Tuesday, September 04, 2012

Leticia Saenz
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539

Ref: Rates on Fee Schedule spreadsheet "Installation Infrastructure Engineering, Drawings & Specification for the Addition of Annex Structures"

Please let this letter serve as confirmation of the Rates used on the Fee Schedule submitted as Halff Associates' Best and Final Offer for the project listed above. The Rates are different from "Exhibit D Engineers' Contract Rate" of our Contract #C11-291-01-24 with the County.

Should you have any questions please feel free to contact Mr. Trey Murray myself.

Sincerely,

Tom Dearmin, PE, LEED AP

HALFF ASSOCIATES, INC.

5000 WEST MILITARY, SUITE 100
McALLEN, TX 78503-7446

TEL (956) 664-0286
FAX (956) 664-0282

WWW.HALFF.COM

HIDALGO COUNTY

Professional Engineering Services

Contract # C-11-291-01-24

Work Authorization Form

CORRECTED WORK AUTHORIZATION No. 01

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, HALFF ASSOCIATES, INC., professional engineers of McAllen, TEXAS, hereinafter called the "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide **Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures / Three (3) Modular Buildings to the existing Hidalgo County Courthouse.**

The scope of services to be provided by the Owner is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the Engineer is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $55,625.00 This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. 2-1342-419-40-220-048-0-720

Requisition Number 222314 (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct #4, Commissioner Joseph Palacios and/or Valde Guerra, Executive Officer (P.O.C.) as to content and detail of this Work Authorization.

HIDALGO COUNTY PRECINCT # 4

By: _____
Joseph Palacios, Commissioner

HIDALGO COUNTY

By: _____
Valde Guerra, Executive Officer (P.O.C)

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2012.

THE ENGINEER:
HALFF ASSOCIATES, INC.

By: _____
Menton J. Murray, III, PE, LEED AP

THE OWNER:
HIDALGO COUNTY

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"

Services to be provided by the Engineer

- **Halff Associates** is pleased to submit this task order proposal under our existing Professional Services Agreement (C-11-291-01-24) with Hidalgo County for Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures / Three (3) Modular Buildings to the existing Hidalgo County Courthouse. Specifically, this proposal is for the A/E design services necessary to produce construction documents for (#1) Design infrastructure for three (3) modular buildings being supplied by Ramtech through contract #335-10 Project #2012-204-0GG and (#2) Provide design for revised parking lots with fencing. As such, we understand the following scope of work:

SCOPE OF SERVICES

Data Acquisition/Design Phase Services:

1. Drafting of Existing conditions for use as Backgrounds.
2. Site Visits for Design (2 visits).
3. Plan Meetings for Design (2 visits).
4. Civil Engineering.
5. Deck and ADA Ramp Design.
6. Parking and Sidewalk Design.
7. Electrical Service from AEP.
8. Verify New Loads.
9. Size Electrical Services and Feeders.
10. Plumbing Services.
11. 95% Review Meeting.
12. Specifications.
13. Issue Sealed Drawings.

Bid Phase Services:

1. Printing coordination.
2. Pre-Bid Meeting.
3. Response to RFI's.
4. Bid Evaluation Assistance.
5. Attendance of Board Meeting for Project Award (1 Meeting).

Construction Phase Services:

1. Submittal Review.
2. Response to RFI's.
3. Pre-Construction Meeting (1 Visit)
4. Site Observation Visits and Reports (3 Visits).
5. Attendance of Board Meeting (2 Meetings).

EXHIBIT "C"

Work Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	Notice to Proceed (A/E)	1 day	Wed 9/12/12	Wed 9/12/12		HCPD
2	Site Survey	2 days	Thu 9/13/12	Fri 9/14/12	1	halff - Garcia
3	**Civil Engineering**	**7 days**	**Mon 9/17/12**	**Tue 9/25/12**	2	**Halff - Saenz**
4	Parking and Walkways	7 days	Mon 9/17/12	Tue 9/25/12		
5	Drainage	5 days	Mon 9/17/12	Fri 9/21/12		
6	**Electrical Engineering**	**4 days**	**Wed 9/12/12**	**Mon 9/17/12**		**Halff - Dearmin**
7	AEP Coordination	3 days	Thu 9/13/12	Mon 9/17/12		
8	Load Calcs	3 days	Wed 9/12/12	Fri 9/14/12		
9	Feeders	3 days	Thu 9/13/12	Mon 9/17/12		
10	Plumbing Engineering	3 days	Fri 9/14/12	Tue 9/18/12		Halff - Murray
11	HVAC Engineering	3 days	Thu 9/13/12	Mon 9/17/12		Halff - Murray
12	ADA Review	5 days	Mon 9/24/12	Fri 9/28/12		Covacevich
13	Issue plans to JOC	1 day	Tue 9/25/12	Tue 9/25/12		Halff
14	JOC Pricing	5 days	Wed 9/26/12	Tue 10/2/12	13	CAS
15	JOC Negotiations	3 days	Wed 10/3/12	Fri 10/5/12	14	CAS/Halff/HCPD
16	JOC NTP	1 day	Mon 10/8/12	Mon 10/8/12	15	HCPD
17	Construction	25 days	Tue 10/9/12	Mon 11/12/12	16	CAS
18	Substantial Completion	1 day	Tue 11/13/12	Tue 11/13/12	17	CAS/Halff
19	Final Completion	15 days	Wed 11/14/12	Tue 12/4/12	18	CAS/Halff

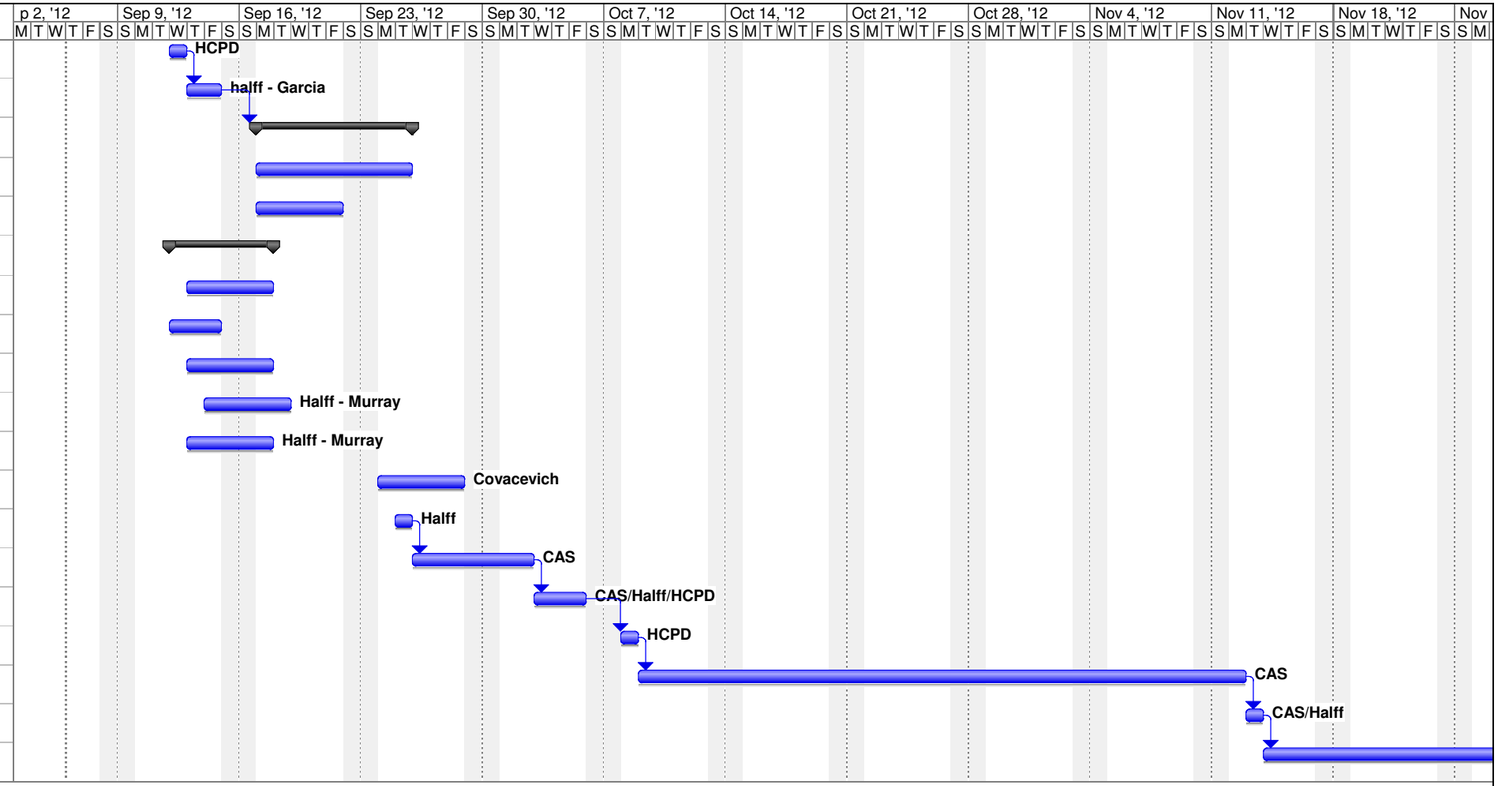

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Sep 9, '12
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Oct 28, '12
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Nov 18, '12
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EXHIBIT "D"

COST PROPOSAL

Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures / Three (3) Modular Buildings to the existing Hidalgo County Courthouse.

Various Design Services Modular Building Additions Hidalgo County Courthouse

Professional Fee:

Survey for Design (with Topo)	$ 1,040
Civil Engineering	$ 9,060
Mechanical/Plumbing Engineering:	$ 2,560
Electrical Engineering	$ 9,040
ADA Compliance (Sub Consultant) ADA Coordination	$ 1,525 $ 1,200
Geotechnical Report (Sub Consultant Geotechnical Coordination	$ 5,000 $ 1,200
Architectural (Sub Consultant-Dannabaum)	$ 12,000
Project Specifications and Bid Documents	$ 1,360
Bid Phase Service	$ 1,620
Construction Phase Service	$10,020
Total Fee (as listed):	**$55,625**

Exclusions:

1. Telecommunications design (Design included rough-in only).
2. Reproduction costs.

The above listed exclusions can be provided to the County as a reimbursable expense at 1.0 multiplier.

Halff Associates, Inc.
Fee Schedule

Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures / Three (3) Modular Buildings to the existing Hidalgo County Courthouse.

		Project Manager	PE/Reg. Arch./RPLS	EIT/SIT/ Arch.	Designer	Const. Admin	CAD Tech	Clerical	Survey Crew (2)	Sub-Consultant	TOTAL (HOURS)	TOTAL ($)
	Contracted Rate	$150	$120	$90	$60	$75	$50	$50	$130			
Task #	Task / Scope											
A1	Survey for Design								8		8	$1,040
A2	Civil Engineering	14	46		24						84	$9,060
A3	Mechanical/Plumbing	4	4		8		8	12			36	$2,560
A4	Electrical Engineering	32	16		22		16	4			90	$9,040
A5	ADA Compliance \Coordination	8								$1,525	8	$2,725
A6	GEOTECHNICAL Report \Coordination	8								$5,000	8	$6,200
A7	Architectural									$12,000	0	$12,000
A8	Project Specs and Bid Docs		8					8			16	$1,360
	Design Phase Sub-Total (Hours)	**66**	**74**	**0**	**54**	**0**	**24**	**24**	**8**		**250**	
	Design Phase Sub-Total ($)	**$9,900**	**$8,880**	**$0**	**$3,240**	**$0**	**$1,200**	**$1,200**	**$1,040**	**$18,525**		**$43,985**
B1	Bid Phase Services	6	6								12	$1,620
	Bid Phase Sub-Total (Hours)	**6**	**6**	**0**	**0**	**0**	**0**	**0**	**0**		**12**	
	Bid Phase Sub-Total ($)	**$900**	**$720**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**			**$1,620**
C1	Construction Phase Services	24	24	6	0	24	0	24	0		102	
	Construction Phase Sub-Total (Hours)	**24**	**24**	**6**	**0**	**24**	**0**	**24**	**0**		**102**	
	Construction Phase Sub-Total ($)	**$3,600**	**$2,880**	**$540**	**$0**	**$1,800**	**$0**	**$1,200**	**$0**			**$10,020**
	TOTAL HOURS (PRIME CONSULTANT)	**96**	**104**	**6**	**54**	**24**	**24**	**48**	**8**		**364**	
	Contracted Rate	$150	$120	$90	$60	$75	$50	$50	$130			
	TOTAL LABOR COSTS	**$14,400**	**$12,480**	**$540**	**$3,240**	**$1,800**	**$1,200**	**$2,400**	**$1,040**			
	TOTAL EXPENSES									**$18,525**		
	TOTAL LABOR PLUS EXPENSES											**$55,625**

Friday, August 31, 2012

Hidalgo County Commissioner's Court
100 East Cano, 1st Floor
(Commissioner's Court Room)
Edinburg, Texas 78539

Ref: Work Authorization #01-Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures / Three (3) Modular Buildings to the existing Hidalgo County Courthouse.

Per our Contract C-11-291-01-24, Article 14, Halff Associates request approval to subcontract Architectural design work with Dannenbaum , Inc. Architectural work shall include stairs, ramps, decks, and canopies necessary for access to modular buildings.

A copy of Dannenbaum, Inc. proposal is attached. Halff Associates and Dannenbaum, Inc., shall adhere to Article 14 as stated in the contract. Should you need any additional information, please do not hesitate to let me know as soon as possible at 956-664-0286.

Sincerely,

Menton J. Murray, III, PE, LEED AP
Vice President/ Branch Manager

Dearmin, Tom

From: Steve McGarraugh <Steve.McGarraugh@dannenbaum.com>
Sent: Friday, August 31, 2012 3:01 PM
To: Dearmin, Tom
Subject: Architectural Services for Court House project

Mr. Dearmin,

Per our conversation, I agree to subcontract to Halff Associates for Architectural and Structural Engineering services to design ramps, stairs, decks and canopies for the temporary buildings being installed at the northwest corner of the Hidalgo County Courthouse property. The design shall meet the requirements of all applicable codes. I intend to subcontract CLH Engineering, Inc. for the Structural Engineering portion of this work.

Our proposed fee of $12,000.00 includes $9,000 for Architectural Services and $3,000 for Structural Engineering. This fee includes design as well as coordination meetings and limited construction phase services including periodic inspections and project meetings. Please coordinate with me for preparation of contract documents.

I appreciate the opportunity and look forward to working with you on this project. Please let me know if you have any questions.

Respectfully,
Steve

DANNENBAUM
Steven L McGarraugh AIA
Project Architect
Dannenbaum Engineering Company – McAllen, LLC
1109 Nolana Loop, Suite 208
McAllen, Texas 78504
(956)682-3677 Office
(956)429-0542 Direct
(956)686-1822 Fax
(956)456-9828 Mobile
steve.mcgarraugh@dannenbaum.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Barmore Insurance Agency 8511 Sam Houston Parkway E Houston TX 77075	PHONE (A/C, No, Ext): 713-209-2800	FAX (A/C, No): 713-209-2899
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty	20443
INSURER B : Valley Forge Insurance Co	20508
INSURER C : Continental Insurance Co.	35289
INSURER D : Transportation Ins. Co.	20494
INSURER E : Catlin Specialty Insurance	15989
INSURER F :	

INSURED	
Dannenbaum Engineering Corp., ETAL P O Box 22292 Houston TX 77027	DANNE-1

COVERAGES **CERTIFICATE NUMBER:** 1266564351 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Cont. Liab.Incld GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			2053853648	6/1/2012	6/1/2013	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 $700,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			1015348305	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			2053853049	6/1/2012	6/1/2013	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1022022126	6/1/2012	6/1/2013	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
E	Professional Liability Claims Made RET Date 4/1/03			AEH254055021	4/1/2012	4/1/2013	Per Claim Aggregate	2000000 4000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Professional Services Agreement No. C-11-097-05-10;Remodeling, Alterations and Repairs to existing structures and/or buildings under a form of an AIA Agreement as required within the areas of Hidalgo County Precinct No.4 ;DEC Project No. 0047-10

See Attached...

CERTIFICATE HOLDER

Hidalgo County
3100 South Business Highway 281, Suite D
Endinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JM Barmore

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AGENCY CUSTOMER ID: DANNE-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Barmore Insurance Agency		Dannenbaum Engineering Corp., ETAL P O Box 22292 Houston TX 77027
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto and Workers' Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and thecertificate holder that requires such status.

The General Liability is primary and non-contributory to other insurancewhen required by written contract.

Workers Compensation includes coverage for executive officers.

30-Day Notice of Cancellation is provided per the policy terms and conditions.

FULL NAMED INSURED: Dannenbaum Engineering Corporation; Office Properties,Inc., Civil Engineering Corporation, A Dannenbaum Engineering Company; Dannenbaum Engineering Corp/Klotz Associates,Inc., A Joint Venture;Dannenbaum Environmental Corporation; Engineering Holding Corporation;Dannenbaum Engineering Company-Houston,LLC; Dannenbaum Engineering Company-Austin,LLC; Dannenbaum Engineering Company-Dallas,LLC; Dannenbaum Engineering Company-Fort Worth,LLC; Dannenbaum Engineering Company-McAllen,LLC.;Dannenbaum Engineering Company-Laredo,LLC; Grand Parkway Consultants,LLC;Dannenbaum/Gerwick Joint Venture; Dannenbaum, Dodson & ECS ,Joint Venture;Dannenbaum Engineering Company-El Paso,LLC, DECTEC, LLC, DSM JTF, Dannenbaum, Dodson and Terra Nova JV

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Monday, August 27, 2012

Hidalgo County Commissioner's Court
100 East Cano, 1st Floor
(Commissioner's Court Room)
Edinburg, Texas 78539

Ref: Work Authorization #01 Modular Building Additions Hidalgo County Courthouse – A/E Design Services necessary to produce Construction Documents for (#1) Design infrastructure for three (3) modular buildings being supplied by Ramtech through Contract #335-10, Project #2012-204-0GG (#2)Provide design of revised parking lots with fencing.

Per our Contract C-11-291-01-24, Article 14, Halff Associates request approval to subcontract with Anthony Covacevich, Registered Accessibility Specialist, for ADA Compliance work related the project listed above in Work Authorization #01.

A copy of Anthony Covacevich, Registered Accessibility Specialist is attached. Halff Associates and Anthony Covacevich shall adhere to Article 14 as stated in the contract. Should you need any additional information, please do not hesitate to let me know as soon as possible at 956-664-0286.

Sincerely,

Menton J. Murray, III, PE, LEED AP
Vice President/ Branch Manager

Thursday, August 16, 2012

Anthony Covacevich
Registered Accessibility Specialist #97
401 Southgate Circle
Weslaco, Texas 78596
956.279.0910

Proposal to Halff Associates, Inc. Modular building addition to Hidalgo County Courthouse

Tom,

After reviewing the site plan and plans for the modular, I proposed to do the plans review for these two modular and the site for $600 plan review, $750 for inspection and the $175 registration fee (register as one project). This will include any meetings I may need to have with you or the County.

Thanks!

Anthony Covacevich
Registered Accessibility Specialist #97

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: MONTALVO INS AGENCY INC
DELTA GENERAL AGENCY PO BOX 2045 HOUSTON TX 77252	PHONE (A/C, No, Ext): 956-968-5521 FAX (A/C, No): 956-969-9198 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: CENTURY SURETY COMPANY	36951
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

COVACEVICH,ANTHONY
401 SOUTHGATE CIRCLE

WESLACO TX 78596

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y		CCP765680	05/16/2012	05/16/2013	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 $ 100,000 $ 5,000 $ Excluded $ 2,000,000 $ Excluded
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. BUSINESS HWY 281

EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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License#	Exp Date	Name	City	Zip	County	Phone
RAS - 97	02/27/2013	COVACEVICH, ANTHONY	WESLACO TX	78596	HIDALGO	(956) 279-0910
RAS - 131	02/10/2012 Expired	GUERRERO, JOSE R	MCALLEN TX	78501	HIDALGO	(956) 279-5584
RAS - 158	01/11/2013	SAENZ, ROBERT J	MCALLEN TX	78504	HIDALGO	(956) 533-9838
RAS - 257	07/07/2013	MOLINA, RODOLFO R JR	MCALLEN TX	78501	HIDALGO	(956) 688-5656
RAS - 413	03/09/2011 Expired	THOMPSON, LARRY E	PHARR TX	78577	HIDALGO	(956) 207-0590
RAS - 1019	11/18/2012	HERNANDEZ, ROBERTO	MISSION TX	78572	HIDALGO	(956) 451-6146
RAS - 1020	08/17/2012	GAMA, JUAN	MCALLEN TX	78504	HIDALGO	(956) 607-8059
RAS - 1230	11/09/2012	MENDEZ, JOSE LUIS JR	SAN JUAN	78589	HIDALGO	(956) 342-6460

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TEXAS LIABILITY INSURANCE CARD

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

Insurance Company

State Farm Mutual Automobile Insurance Company

Agent or Producer **6040-116**

RUBEN CARDENAS
PHONE# (956)968-4554

TEXAS OPERATION CENTER PHONE # 1-800-252-7645

Vehicle - Year, Make, Model of Covered Vehicle, VIN

2 2002 TOYOTA AVALON
4T1BF28B42U222752
3 2008 DODGE DAKOTA
1D7HE38K58S570187

Policy Number **071 7105-B21-53H**
SFPP 0048569525

Insured **COVACEVICH, ANTHONY & LETICIA**
401 SOUTHGATE CIR
WESLACO TX 78596-7024

Renewal Effective Date **AUG 21 2012** to Renewal Expiration Date **FEB 21 2013**

Coverages

VEH 2 A B2 D1-200 D2-500 H120 R35 C 565A
VEH 3 A B2 D1-200 D2-500 H120 R35 C

Drivers: **ANTHONY LETICIA**
MARIA ANDRES

MUTL VOL

(o1b031me)

KEEP THIS LIABILITY INSURANCE CARD

Monday, August 27, 2012

Hidalgo County Commissioner's Court
100 East Cano, 1st Floor
(Commissioner's Court Room)
Edinburg, Texas 78539

Ref: Work Authorization #01 Modular Building Additions Hidalgo County Courthouse – A/E Design Services necessary to produce Construction Documents for (#1) Design infrastructure for three (3) modular buildings being supplied by Ramtech through Contract #335-10, Project #2012-204-0GG (#2)Provide design of revised parking lots with fencing.

Per our Contract C-11-291-01-24, Article 14, Halff Associates request approval to subcontract with Raba Kistner Consultants, Inc., Geotechnical Report work related the project listed above in Work Authorization #01.

A copy of Raba Kistner Consultants, Inc. proposal is attached. Halff Associates and Raba Kistner Consultants, Inc., shall adhere to Article 14 as stated in the contract. Should you need any additional information, please do not hesitate to let me know as soon as possible at 956-664-0286.

Sincerely,

Menton J. Murray, III, PE, LEED AP
Vice President/ Branch Manager

RABA CONSULTANTS

Proposal No. PMA12-070-00
August 16, 2012

Mr. Thomas E. Dearmin, P.E., LEED®AP
Electrical Department Manager
Halff Associates, Inc.
5000 West Military, Suite 100
McAllen, Texas 78503

Re: **Proposal for Geotechnical Engineering Services**
Proposed Two County Courts Building Additions to the
Hidalgo County Courthouse Facility
100 North Closner Boulevard (U.S. Business 281)
Edinburg, Hidalgo County, Texas

Dear Mr. Dearmin:

On the basis of the documents provide to our office via electronic-mail attachment on Tuesday, August 14, 2012 and our telephone conversations held with you throughout this week, we thank you for selecting **Raba Kistner Consultants, Inc. (RKCI)** to submit this quote for Geotechnical Engineering Services to Halff Associates, Inc. (CLIENT) for the above-referenced project. The broad objectives of our study will be to determine subsurface conditions at the subject site and to provide foundation design and construction recommendations for the proposed county courts building additions. Described in this letter are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our project lump sum fee.

PROJECT DESCRIPTION

We understand that the proposed project consists of the design and construction of: 1) a single-story, rectangle-shaped, free-standing, approximately 5,264 ft^2, six office capacity (with two courtrooms) modular building and 2) a single-story, rectangle-shaped, free-standing, approximately 7,952 ft^2, twelve office capacity (with three courtrooms) modular building to be located within the northwestern portion of the existing Hidalgo County Courthouse facility, situated at 100 North Closner Boulevard (U.S. Business 281) in Edinburg, Hidalgo County Texas. The proposed county courts building additions are expected to create relatively light to moderate loads to be carried by the foundation systems, which are planned to be either shallow or deep foundation systems. We understand that the area proposed for the building additions is an asphalt-paved parking lots area, currently used by the courthouse staff.

FIELD STUDY

To assess subsurface conditions at the subject site, we propose to conduct two borings within the footprints of the proposed building additions extending down to maximum depths of 25 ft each below the existing pavement surface elevations. Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks. Our scope of services does not include surveying of the boring locations. However, **RKCI** recommends that the final boring locations be surveyed in the field by the CLIENT or their representative.

Samples will be taken using conventional split-spoon and/or Shelby tube sampling techniques in general accordance with applicable American Society for Testing and Materials (ASTM) standards. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Upon completion of drilling activities, water level readings, if applicable, will be recorded in the open boreholes and the boreholes will be backfilled using the auger cuttings generated during the drilling operations. The upper two inches of each borehole will be patched with cold-mix asphalt up to the existing asphalt-paved surface level.

LABORATORY STUDY

Upon completion of the subsurface exploration, a general testing program will be designed to define the classification and shrink/swell characteristics of the subsurface strata. The laboratory testing is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compressive strength determinations, dry unit weight determinations, a corrosivity testing (including pH, electrical resistivity, and sulfate and chloride content determinations), and grain size analyses. The laboratory testing will be performed in general accordance with applicable ASTM standards.

ENGINEERING ANALYSIS AND REPORT

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. Included therein will be recommendations concerning the design and construction of the foundation and pavement systems for the proposed county courts building additions. The Geotechnical Engineering Report may also include the following information and recommendations:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing results;
- A review of the general site conditions including a description of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Foundation design considerations and recommendations, including:

  - expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation (TxDOT);
  - methods for reducing expansive, soil-related movements to about 1 inch; which is the typical tolerance for ground-supported floor slabs in this region;
  - shallow and/or deep foundation recommendations;
  - available soil-bearing pressures;
  - settlement estimations, where applicable; and
  - groundwater considerations.
- Foundation construction considerations, including:
  - site drainage;
  - site preparation;
  - select fill materials;
  - shallow and/or deep foundation excavations;
  - potential reuse of on-site materials as select fill materials;
  - excavation considerations; and
  - fill placement compaction requirements.
- Seismic region condition evaluations.

Also included in the report will be general guidelines for the construction of pavements for the proposed parking and driveway areas. These guidelines will be based on the results of classification testing completed on specimens from the pavement areas and on our experience with similar soils.

Since site grading plans can result in changes in the foundation and pavement subgrade conditions, final site grading plans will be helpful information in the preparation of engineering recommendations. In the absence of final site grading information, we will prepare recommendations based on the existing ground surface elevations. Also, specific information concerning anticipated traffic loadings and frequencies for the pavement areas will be critical in the preparation of pavement recommendations.

The final report will be reproduced in three, spirally-bound copies.

TENTATIVE PROJECT SCHEDULE

Based on our present workload and weather permitting, it is anticipated that the field exploration phase of this study can begin within three working days of receiving written authorization to proceed, provided that the site is accessible to our truck-mounted drill rigs and the CLIENT has supplied us with all available information regarding existing utilities and below-grade structures on site. The field exploration and laboratory testing phases of the study are expected to take approximately five working days to complete. The engineering report will be submitted within an additional four working days following completion of

the laboratory testing. The above schedule does not account for delays due to inclement weather. We will be pleased to provide the design team with verbal design information as the data becomes available.

LUMP SUM COST

The total lump sum cost for the study outlined herein is $5,000.00. Please note that this lump sum cost reflect the overtime that will be charged by our staff members in order to expedite and submit our report within the time-frame presented in this contract document.

Should unusual subsurface conditions be encountered in the field which indicate the desirability of significantly broadening the scope of the study, we will contact you to receive written authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

RKCI has been provided with a site plan from the CLIENT, illustrating the location of the proposed county courts building additions. It is our understanding that access to all boring locations for a conventional, truck-mounted drilling rig and underground utility clearance will be provided by the CLIENT prior to our field exploration services.

It should be noted that our study scope (and project cost) do not include plan review or earthwork and foundation excavation observations during the construction of the project. However, plan review and construction observation costs should be included in the project budget.

It should also be noted that our study scope (and project cost) do not include professional time or travel expenses for participation in design team meetings. If these services are required, they will be billed at our standard billing rates for professional time plus expenses.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

Attachment	Description
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed original of this contract to provide written authorization for our firm to commence work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037.

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Jorge L. Perez
Graduate Engineer

Katrin M. Leonard, P.E.
Manager, Engineering Services

Copies submitted: Above (2)

JLP/KML

Accepted By: _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Date)

RABA KISTNER

STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services involving only RK's tests and observation reports, advice, judgment and opinion. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services.

2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information in the performance of RK's services. RK will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions in such information. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants and shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.

4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the requirements of the project as listed in the specification and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.

8. **RIGHT TO RETAIN SUB-CONSULTANTS.** CLIENT acknowledges that while performing the services and work products, situations or circumstances may occur where RK determines that in its judgment the services of sub-consultants may be necessary.

9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take title to any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT.

11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work products.

13. **LIMITATION OF LIABILITY.** To the greatest extent permitted by law, CLIENT'S sole remedy against RK for claims and liabilities in any way arising out of or directly or indirectly related to the error, omission, or other professional negligence of RK's work for CLIENT will not exceed an aggregate limit of $100,000 or the amount of RK's fee, whichever is greater for that portion of RK's work found to be defective, regardless of the legal theory which remedy is sought, whether based on negligence [whether sole or concurrent, active or passive], breach of contract, breach of warranty, strict liability or otherwise.

14. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

15. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

16. **INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, RK AGREES TO INDEMNIFY AND HOLD THE CLIENT HARMLESS FROM AND AGAINST LIABILITIES, DAMAGES AND COSTS TO THE EXTENT CAUSED BY RK'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT AND TO THE EXTENT THAT RK IS RESPONSIBLE FOR THE LIABILITIES, DAMAGES AND COSTS ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY BETWEEN RK AND THE CLIENT. NEITHER CLIENT NOR RK IS RESPONSIBLE FOR DAMAGES OR LIABILITIES CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY. IN NO EVENT SHALL THE INDEMNIFICATION OBLIGATION EXTEND BEYOND THE DATE WHEN THE INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS FOR PROFESSIONAL NEGLIGENCE WOULD BE BARRED BY AN APPLICABLE STATUTE OF REPOSE OR STATUTE OF LIMITATIONS. THIS INDEMNIFICATION EXPRESSLY EXCLUDES THE DUTY OF RK TO DEFEND THE CLIENT. HOWEVER, THE ABSENCE OF THE DUTY TO DEFEND SHALL NOT PRECLUDE THE CLIENT FROM SEEKING RECOVERY OF ITS REASONABLE ATTORNEYS' FEES AS PART OF ITS DAMAGES. THE CLIENT AGREES TO LOOK SOLELY TO THE CORPORATE ASSETS, INCLUDING BUT NOT LIMITED TO INSURANCE POLICIES, OF RK, WITH RESPECT TO SATISFACTION OF ANY LIABILITIES THAT MAY ARISE OUT OF THE PERFORMANCE OF THIS AGREEMENT. ACCORDINGLY, NO EMPLOYEE, PRINCIPAL, DIRECTOR, OFFICER, PARTNER, OR SHAREHOLDER OF RK SHALL BE SUBJECT TO ANY PERSONAL LIABILITY ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THIS AGREEMENT.**

17. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of RK's principal place of business; the claim will be brought and tried in judicial jurisdiction of the court of the county where RK's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.

18. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.

19. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date on which RK issues its report under this Agreement; or (2) if RK is retained to perform construction observation, the date of substantial completion of the project.

20. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

21. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.

22. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

23. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/27/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Catto & Catto
217 East Houston Street Suite 100
San Antonio TX 78205-2694

CONTACT NAME: Janet Hajek
PHONE (A/C, No, Ext): 210-222-2161 **FAX (A/C, No):** 210-222-1618
E-MAIL ADDRESS: jhajek@catto.com
PRODUCER CUSTOMER ID #: Manuel Zuniga

INSURED
Raba-Kistner Consultants Inc.
P.O. Box 690287
San Antonio TX 78269-0287

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Guarantee & Liability	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1641289471 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GLA3994747	10/1/2011	10/1/2012	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			GLA3994747	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS							$
A	[X] UMBRELLA LIAB [X] OCCUR			UMB3994749	10/1/2011	10/1/2012	EACH OCCURRENCE	$2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$2,000,000
	[ ] DEDUCTIBLE							$
	[X] RETENTION $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC3994748	10/1/2011	10/1/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: County Goverment Center Building (proposed)
The County of Hidalgo, TX is named as Additional Insured with respect to GL, Auto and Umbrella. Waiver of Subrogation is granted in favor of Additional Insured with regard to all policies.

CERTIFICATE HOLDER

County of Hidalgo, Texas
100 E. Cano St.
4th Floor - Purchasing Department
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Wortham Insurance & Risk Management
P.O. Box 795008
San Antonio, TX 78279

www.worthamsa.com

CONTACT NAME:
PHONE (A/C, No, Ext): 210-223-9171 FAX (A/C, No): 210-223-2806
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Raba Kistner Inc
12821 W Golden Ln
San Antonio TX 78249

COVERAGES **CERTIFICATE NUMBER:** 13601022 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Claims Made Policy Form			031428157	7/18/2012	7/18/2013	$2,000,000 Each Claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name - CMT services Contract

CERTIFICATE HOLDER

Hildago County
Attn: Elena Gomez
2802 S. Business Highway 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Diane Hoskins

(SA) Diane Hoskins

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RECEIVED
JUL 23 2012
By

AGENCY CUSTOMER ID: 22RABAKCON
LOC #:

ACORD® ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Wortham Insurance & Risk Management	Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249
POLICY NUMBER	
031428157	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:** 7/18/2012
Lexington Insurance Company / 19437	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (05/10)

CERTIFICATE HOLDER: Hildago County Attn: Elena Gomez
ADDRESS: 2802 S. Business Highway 281 Edinburg TX 78539

Additional Named Insureds:

Raba Kistner Consultants Inc
Raba Kistner Infrastructure Inc
Raba Kistner Environmental Inc
Raba Kistner Facilities Inc
Raba Ingenieros S. de R. L. de C. V.

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ATTACHMENT

APPROVED

AI-33976 **Purchasing Department 18. A. 4.**
CC REGULAR
Meeting Date: 09/04/2012
Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Pursuant to Article 14 of the current agreement-C-11-291-01-24, Halff Associates is requesting approval to engage the services of sub-contractors/consultants (Raba Kistner Consultants, Inc., Dannenbaum and Anthony Covacevich) with adherence to insurance provisions required by said article;

b. Acceptance and approval of Work Authorization No. 1 (with estimated cost proposal of $ 54,850.00) as submitted by Halff Associates, Inc. for Project: (Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse), in connection to the "on-call" agreement #C-11-291-01-24 for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4".

c. Requesting acceptance and approval of Supplemental Agreement No. 1 to Work Authorization No. 2 submitted by HALFF ASSOCIATES, INC., in the (amount of $ 9,100.00, with revised total cost amount $ 142,080.00) for the purposes of "engineering services" on the ongoing Project: (LIFE SAFETY PROJECT AT THE COURTHOUSE) in connection to agreement# C-10-340-10-19 for the purposes of: "Building Repairs, Renovations and/or Alterations to County Owned Buildings" located within Precinct No. 4 (on an as needed basis).

BACKGROUND

Work Authorization #1-Halff Associates, Inc. (Project: Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse) in connection to Contract #C-11-291-01-24

Letter (s) from Halff (Subconsultants Raba Kistner, Dannenbaum and Anthony Covacevich)

Supplemental Agreement #1 to Work Authorization #2 submitted by Halff Assoc Inc for (Project: Life Safety at HC Courthouse) in connection to Contract #C-10-340-10-19

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-419-40-220-048-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 1-1342-412-00-220-010-0-452
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

backup 1
backup 2
backup 3
backup

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	08/31/2012 04:02 PM

Form Started By: Letty Saenz Started On: 08/30/2012 11:24 AM

Final Approval Date: 08/31/2012

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 4, 2012
9:30 A.M.

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

1. **Roll Call** County Judge Garcia, Comm. Quintanilla, Comm. H Palacios Comm. J Palacios-Present Comm. J. Flores was out

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

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

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

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

B. Report made by Valde Guerra No Action taken

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

C. **AI-33793** APPROVED

Health & Human Services Dept. - Environmental Division (1100):
Requesting permission / approval of travel request for Ronnie Ramirez to attend an Animal Control Officer Training Course to obtain statutorily required continuing professional education to be held on September 26-28, 2012 in Harlingen, Texas.

D. **AI-33968** APPROVED

Texas Agrilife Extension:
1. Requesting permission for Barbara Storz and three (3) staff to travel to Laredo, Texas to attend the District 12 Program Planning Workshop on September 18-19, 2012

APPROVED

Veterans Services:
2. Requesting permission for Emilio de los Santos to travel to Dallas, Texas to attend the Texas Veterans Commission (TVC) 65th Annual Statewide Training Conference on September 17-21, 2012 (TVC will provide lodging and meals; county will pay for mileage)

E. **AI-33846** APPROVED

Safety Division:
Requesting permission/approval of travel for Armando Guzman to attend the MSWA Supervisor Course to be held in Kingsville, Texas on October 15-18, 2012.

F. **AI-33758** APPROVED

Request from Love's Travel Stops & Country Stores, Inc. to use the Milo Ponce Park on Saturday, September 22, 2012 for a fund raising event to benefit the Children's Miracle Network, a non-profit organization

G. **AI-34022** APPROVED

Environmental Compliance Division:
1. Requesting approval to extend period of internship of Jacqueline Munoz as volunteer intern to assist with storm water permit activities

A. **AI-33885** 1. Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between Hidalgo County and City of San Juan for the Nolana Loop Project (FM1426 to FM 88).

APPROVED

2. Acceptance and approval of the Interlocal Cooperation Agreement Project: provision of the "Undertaking a highway improvement project generally described as the Nolana Loop Project from FM 1426 to FM 88" pursuant to the approval of the Interlocal Agreement as stated above.

No Action **B.** **AI-33887** Approval of consent agreement with Irrigation District No.2 for the Minnesota Drainage Project.

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

APPROVED **A.** **AI-33972** Proclamation honoring Captain Ken Baker upon his retirement from Texas Parks and Wildlife Law Enforcement Division

B. **AI-33923** 1. Acceptance of resignation from Erika de la Garza as member of the Tropical Texas Behavioral Center (term expires Aug. 31, 2012)

APPROVED

2. Appointment of Sandra Solis as member to the Tropical Texas Behavioral Center for a two year term effective September 4, 2012

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

A. **AI-33944** Presentation and discussion on the Monthly Budget Report for the month of July 2012.

B. **AI-33824** 1. Discussion, consideration and action to enter into The Texas VINE Annual Maintenance Grant Contract - fiscal year 2013 with the Office of the Attorney General of Texas and authorization for County Judge to sign the required documents.

APPROVED

APPROVED 2. Approval of Certification of Revenues as certified by the County Auditor for the Texas VINE Annual Maintenance Grant.

APPROVED 3. Approval of of appropriation of funds for the Texas VINE Program in the amount of $29,174.00.

APPROVED 4. Discussion, consideration and action to enter into a Service Agreement Renewal between Appriss and Hidalgo County for the period of September 1, 2012 to August 31, 2013 in the amount of $29,174.00 and authorization for County Judge to sign the required documents.

C. **Budget Appropriations:**

1. **AI-33804** Pct #4 Drainage Improvement Project (1200):
a. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.

APPROVED

b. Approval of 2012 appropriation of funds into Precinct #4 Drainage Improvement Project (program 036) in the amount of $34,278.30 (Labor Reimbursements - June 2012).

2. **AI-33825** **Pct #4 R&B (1200):**
a. Approval of Certification of Revenues as certified by the County Auditor for Paving Revenues.

APPROVED b. Approval of 2012 appropriation of funds into Precinct #4 Rd. Maint. (program 007) in the total amount of $50,541.10 (Escrow monies for the Lantana Acres No. 7 "Mile 22 1/2 & Engelman Gardens Rd." street improvement project)

3. **AI-33996** Adult Probation - Drug Court (1100):
APPROVED Approval of 2012 appropriation from unreserved funds for the Drug Court in the amount of $1,000.00.

18. **Purchasing Department - Marty Salazar:**

Notes:

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

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

A. Hidalgo County

1. Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2. Presentation for discussion, consideration and action
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. AI-33830
APPROVED
a. Recommending action to reject bids received for:"Hidalgo County- Security Guard Services" Bid No. 2013-046-06-13-SMA as per requesting department directive (Hidalgo County Constable Pct. 4) and re-evaluating the project.

4. AI-33976
APPROVED
a. Pursuant to Article 14 of the current agreement-C-11-291-01-24, Halff Associates is requesting approval to engage the services of sub-contractors/consultants (Raba Kistner Consultants, Inc., Dannenbaum and Anthony Covacevich) with adherence to insurance provisions required by said article;

APPROVED
b. Acceptance and approval of Work Authorization No. 1 (with estimated cost proposal of $ 54,850.00) as submitted by Halff Associates, Inc. for Project: (Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse), in connection to the "on-call" agreement #C-11-291-01-24 for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4".

APPROVED
c. Requesting acceptance and approval of Supplemental Agreement No. 1 to Work Authorization No. 2 submitted by HALFF ASSOCIATES, INC., in the (amount of $ 9,100.00, with revised total cost amount $ 142,080.00) for the purposes of "engineering services" on the ongoing Project: (LIFE SAFETY PROJECT AT THE COURTHOUSE) in connection to agreement# C-10-340-10-19 for the purposes of: "Building Repairs, Renovations and/or Alterations to County Owned Buildings" located within Precinct No. 4 (on an as needed basis).

B. Executive Officer:

1. AI-33998
APPROVED
Requesting approval to increase PO #679285 in the amount of $45,259.00 for proposed changes to the 3 Courtroom Modular. Proposed changes are to comply with ADA requiements and revised changes in order to accomodate staff, public areas, as outlined on attachment. Project #12-204-OGG

C. Pct. 4

1. AI-33616
APPROVED
a. Presentation and Recommendation by Prodigy Construction Management, LLC, through Alex Palacios, Principal/Project Manager of the "scoring grid" (attached herein) for the purposes of ranking by Commissioner's Court in connection to the: Construction of a New Multi-Purpose Facility and Mechanical Shop for Hidalgo County Precinct No. 4 (CSP No. 2012-056B-08-01-MSS);

APPROVED
b. Athority to negotiate with number (1) one ranked paticipant OG Construction for the purposes of a New Multi-Purpose Facility and Mechanical Shop for Hidalgo County Precinct No. 4.

2. AI-33979
APPROVED
a. Approval to purchase One (1) New or Newer 2012/2013 Chevrolet 2500HD Silverado 4x4 Crewcab SWB PU through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE11-11) in the amount of $36,713.00 which includes a $600.00 HGAC administration fee and delivery for (Project #2012-216-OGG); or, if not approved,

No action required as above action was approved
b. Authority to advertise sealed procurement for the vehicles described above and herein, using the information detailed to finalize general and minimum specifications.

AI-33946 **Purchasing Department 19. A. 4.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to re-state agreement between Lexis Nexis and Hidalgo County Public Defender's Office to incorporate additional access at no additional cost.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1282-412-30-085-004-2-342

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

BUDGETARY IMPACT:

Funds in the amount of available as of 09/07/2012.

Attachments

current agreement

Legal Review

backup

requisition

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/29/2012 05:12 PM
Budget & Management	Merlen P. Munoz	08/30/2012 08:41 AM
Sylvia Solis	Sylvia Solis	09/07/2012 04:47 PM
Auditor's Office	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Rocio Villarreal Started On: 08/29/2012 03:40 PM

Final Approval Date: 09/07/2012

LexisNexis®

SLG

SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT

"Subscriber": HIDALGO COUNTY PUBLIC DEFENDERS OFFICE	**"LN"**: LexisNexis, a division of Reed Elsevier Inc.

This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2009 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
142WFC	EDINBURG, TX

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are 11 judges and attorneys, and ____ government professionals for a total of ____ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*℠ service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

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	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)	Lexis	SBTNL0	Full
(b)	National & Regional News Base	MGT017	
(c)	TX Matthew Bender	MTTX00	
(d)			
(e)			
(f)			
(g)			
(h)			
(i)			
(j)			
(k)			
(l)			
(m)			
(n)			
(o)			

☐ See attached Rider No. 1 for additional Preferred Pricing Materials

COMMITMENT PERIOD(S)				MONTHLY COMMITMENT
Beginning	09/01/2010	to 08/31/2011		$ 324
Beginning	09/01/2011	to 08/31/2012		$ 341
Beginning	09/01/2012	to 08/31/2013		$ 358
Beginning		to		$
Beginning		to		$
Beginning		to		$
Beginning		to		$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

_____ **Subscriber elects access to the Alternate Pricing Materials**
(Initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until August 31, 2010. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the third Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

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9.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.5 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY PUBLIC DEFENDERS OFFICE		LexisNexis, a division of Reed Elsevier Inc.	
	SUBSCRIBER		
BY:		BY:	
NAME:	Oscar L. Garza, Jr.	NAME:	Derek M. Francis
TITLE:	Presiding Officer	TITLE:	Pricing Analyst
DATE:	10/5/10	DATE:	11-18-10

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

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From:	Steve Crain
To:	"rocio.villarreal"
Subject:	RE:
Date:	Thursday, August 23, 2012 3:04:58 PM

This is the best we can do.

From: rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, August 23, 2012 10:52 AM
To: 'Steve Crain'
Cc: 'Martha Salazar'
Subject:

Mr. Crain:

I received an e-mail (see attachment)from Suzie Tieber, for the Lexis Nexis agreement. She has advised that all revisions have been accepted by you. Can you please review and advise if these are the documents that you have approved as per the email attached. Thank you.



SLG

SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT

"**Subscriber**": HIDALGO COUNTY PUBLIC DEFENDERS OFFICE	"**LN**": LexisNexis, a division of Reed Elsevier Inc.

This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
142WFC	Edinburg, TX
142WFG	Edinburg, TX

3. CERTIFICATION

Subscriber certifies, by completing *all* highlighted areas, that on the date this Amendment is signed by Subscriber there are ____ judges and attorneys, and ____ government professionals for a total of ____ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*[SM] service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

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	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)	Pure Lexis	SBTNL0	Full
(b)	Major News	MGT017	
(c)	Texas Matthew Bender	MTTX00	
(d)	Public Records	RK0001	
(e)	Public Records	Spr000	
(f)			
(g)			
(h)			
(i)			
(j)			
(k)			
(l)			
(m)			
(n)			
(o)			

☐ See attached Rider No. 1 for additional Preferred Pricing Materials

COMMITMENT PERIOD(S)				MONTHLY COMMITMENT
Beginning	9/1/12	to	8/31/13	$ 358
Beginning	9/1/13	to	8/31/14	$ 375
Beginning		to		$
Beginning		to		$
Beginning		to		$
Beginning		to		$
Beginning		to		$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

5.4 Included in Subscriber's *lexis.com*® subscription, Subscriber will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Subscriber's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Subscriber's organization whom LN may recommend as the target user group, but IDs will be progressively released throughout the organization as additional functionality and content is made available. To the extent available in Lexis Advance, Subscriber will have access to the same content in Lexis Advance as it currently has access to under this Amendment, including Subscriber's access to materials outside its subscription (e.g., if Subscriber currently has access to out-of-plan usage, Subscriber will have access to content on a transactional basis in Lexis Advance). If Subscriber has access to out-of-plan content in Lexis Advance, Subscriber agrees to pay the then-current transactional charges for such content as such charges are available to Subscriber in the Lexis Advance user interface at the time the document is accessed. Although Subscriber will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Subscriber will be given the option to purchase these upgrades at its discretion.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

_____ **Subscriber elects access to the Alternate Pricing Materials**
(Initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until September 11, 2012. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable

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precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

(a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;

(b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

(c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

(d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

10. MISCELLANEOUS

10.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

10.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber at any time on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

10.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

10.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

10.5 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY PUBLIC DEFENDERS OFFICE SUBSCRIBER	**LexisNexis, a division of Reed Elsevier Inc.**
BY: _____	**BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** _____
DATE: _____	**DATE:** _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

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Requisition No 00222568
Po No
Date Entered 09-07-2012
Status Needs Approval by PBDF

Vendor LEXISNEXIS
Address P.O. BOX 2314
CAROL STREAM IL 60132-2314

Owner PLOYA

Line No	Quantity	Description	Unit Price	Payment Amount
1	4	LEXIS NEXIS INFORMATION SYSTEM (SEPT. THRU DEC. 2012)	358.0000	1,432.00

Total **1,432.00**

Account Number	Description	Account Balance	Amount
2-1100-412-30-085-003-0-342	PUBLIC DEFENDER-INFO & CREDIT SERVICES	459.00	1,432.00

AI-33962 **Purchasing Department 19. A. 5.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval to award proposal including terms and conditions agreement received from Weatherproofing Technologies, Inc. in the amount of $91,882.94 (through Hidalgo County's membership/participation with TCPN Contract #4812) for the provision of labor, to include materials but not limited to any appurtenances, for proposed Roof Repair Services for the Hidalgo County - Former Administration Building located at 100 East Cano, Edinburg, Texas (project #2012-029A).

B. Acceptance and approval to enter into a 5 year Tremcare Service Agreement for Tremco Roofs with Weatherproofing Technolies, Inc. in the amount of $9,500.45 (already included on item a. proposal) for Hidalgo County Former Administration Building.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:**

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

BUDGETARY IMPACT:

2-1336-419-40-220-043-0-452

2-1342-419-40-220-043-0-452

Attachments

WTI/Tremco Proposal

5 Year Warranty

5 Yr Warranty-Legal Approval

Terms and Condition Agreement

Insurance Certificate

Insurance-Email

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Moises Salazar Started On: 08/29/2012 04:30 PM

Final Approval Date: 09/07/2012

TREMCO INCORPORATED
WEATHERPROOFING TECHNOLOGIES, INC.
ROOF REPAIR SERVICES PROPOSAL

DATE: **August 23, 2012**

OWNER: **County of Hidalgo**
2802 So. Business 281
Edinburg, Texas 78539

PROJECT: **Hidalgo County Administration Building**
100 E. Cano St.
Edinburg, Texas

A. Through The Cooperative Purchasing Network (TCPN) Line Item Contract #R4812, **Weatherproofing Technologies, Inc.** (**WTI**) will provide the following Roof Repair Services on the above referenced Project:

Scope of Work

Area A:

1. General maintenance and repairs:
   a. Thoroughly examine all roof surfaces and identify all deficiencies.
   b. Investigate leaks, water-test as required and perform minor repairs with compatible materials.
   c. Repair all deficiencies as required; including but not limited to roof membrane laps, joints and seams; and holes in the roof membrane.
   d. Install new sheet metal hoods and counterflashing as required.
   e. Repair all membrane and/or sheet metal flashings at perimeter walls, roof curbs, roof drains and all other roof penetrations as required.
   f. Provide proper pads under stairs and equipment.
   g. Clean-up and remove all construction debris leaving roof area in a serviceable condition.

Area B:

2. General maintenance and repairs:
   a. Thoroughly examine all roof surfaces and identify all deficiencies.
   b. Investigate leaks, water-test as required and perform minor repairs with compatible materials.
   c. Repair all deficiencies as required; including but not limited to roof membrane laps, joints and seams; and holes in the roof membrane.
   d. Install new sheet metal hoods and counterflashing as required.
   e. Repair all membrane and/or sheet metal flashings at perimeter walls, roof curbs, roof drains and all other roof penetrations as required.
   f. Provide proper pads under stairs and equipment.
   g. Clean-up and remove all construction debris leaving roof area in a serviceable condition.

Area C:

3. Second Floor Roof Access Door:
   a. Remove brick, equipment, stairs and door as necessary to install new through-wall flashing from parapet wall to stucco at 2nd floor access door.
   b. Reinstall brick with proper weep holes and new counterflashing receiver and counterflashing.
   c. Install counterflashing at duct and door as necessary.
   d. Repair base flashings as required.

e. Provide proper pads under stairs and equipment.

4. Stucco Wall under Windows at Second Floor Roof:
   a. Power wash stucco wall at roof level under windows at 2nd floor roof.
   b. Seal all cracks and opening in and around stucco.
   c. Apply two coats of WallTite coating on stucco.
5. General maintenance and repairs:
   a. Thoroughly examine all roof surfaces and identify all deficiencies.
   b. Investigate leaks, water-test as required and perform minor repairs with compatible materials.
   c. Repair all deficiencies as required; including but not limited to roof membrane laps, joints and seams; and holes in the roof membrane.
   d. Install new sheet metal hoods and counterflashing as required.
   e. Repair all membrane and/or sheet metal flashings at perimeter walls, roof curbs, roof drains and all other roof penetrations as required.
   f. Provide proper pads under stairs and equipment.
   g. Clean-up and remove all construction debris leaving roof area in a serviceable condition.

Area D:

6. Roof at Stairwell Penthouse at Southwest Corner of 5th Floor Roof:
   a. Remove existing gravel surfacing and a new recover roof system over the roof of the stairwell penthouse at the south west corner of 5th floor roof.
   b. Provide all flashing and sheet metal as required.
7. Walls at Stairwell Penthouse at Southwest Corner of 5th Floor Roof:
   a. Clean and seal brick as necessary to install new vertical metal wall panels from parapet wall to parapet wall at 5th floor stairwell penthouse.
   b. Install sub-framing and supports as required.
   c. Install new counterflashing receiver and counterflashing.
   d. Install new counterflashing at door and door threshold as required.
   e. Repair base flashings at existing single-ply roof system as required.
8. General maintenance and repairs:
   a. Thoroughly examine all roof surfaces and identify all deficiencies.
   b. Investigate leaks, water-test as required and perform minor repairs with compatible materials.
   c. Repair all deficiencies as required; including but not limited to roof membrane laps, joints and seams; and holes in the roof membrane.
   d. Install new sheet metal hoods and counterflashing as required.
   e. Repair all membrane and/or sheet metal flashings at perimeter walls, roof curbs, roof drains and all other roof penetrations as required.
   f. Provide proper pads under stairs and equipment.
   g. Clean-up and remove all construction debris leaving roof area in a serviceable condition.

Area E:

9. General maintenance and repairs:
   a. Thoroughly examine all roof surfaces and identify all deficiencies.
   b. Investigate leaks, water-test as required and perform minor repairs with compatible materials.
   c. Install hoods and counterflashing as required.
   d. Re-seal all joints as required.
   e. Provide proper pads under stairs and equipment.
   g. Clean-up and remove all construction debris leaving roof area in a serviceable condition.

ALL Roof Areas:

10. Initiate Five (5) Year TremCare Service Agreement, including:
    a. Annual roof inspections.
    b. Housekeeping, maintenance and repair of all roof membranes, flashings and penetrations.
    c. Documentation of all inspections and repairs through on-line reporting (OLI).
    d. Emergency (24/7) toll-free contact number.
    e. (See attached Sample)

B. Roofing Repair Services will be provided: **FOR THE SUM OF:** **$ 91,882.94**

Billing will occur after the services are delivered, unless the project requires more than forty-five days, in which case billing will be based on the completed portion(s) of the work on a monthly basis. Billing terms are net 30 days.

Pricing is based on the Weatherpoofing Technologies Inc. / Tremco Incorporated Cooperative Purchasing Agreement through The Cooperative Purchasing Network (TCPN) Line Item Contract #R4812.

C. Roof repair and maintenance could begin approximately fifteen (15) to twenty-five (25) days from the issuance of a purchase order pending completion of all required documentation. Anticipated completion time for roof repairs and maintenance is approximately sixty (60) days. The TremCare Service Agreement will become active upon completion of all repairs.

D. In performing these Roof Repair Services, **Weatherproofing Technologies, Inc.** shall not be responsible for damage to the building or its contents or any other incidental or consequential damages. **WTI's** total liability shall not exceed the dollar value of the services provided to the Owner by **Weatherproofing Technologies, Inc.** (See attached Terms and Conditions)

E. Once final pricing is received and reviewed by the owner the Purchase Order should be issued to:

Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, Ohio 44122

Reference: **TCPN Contract #R4812**
WTI / Tremco Commercial Line Item Pricing

Fax or E-Mail Purchase Order to:

Weatherproofing Technologies, Inc.
Ivan Trinidad, Construction Manager
Toll-free fax #: (866) 308 0665
itrinidad@tremcoinc.com

AND
Steven W. Linsteadt, Field Representative
Tremco Incorporated /Weatherproofing Technologies, Inc.
Fax #: (361) 777 3368
slinsteadt@tremcoinc.com

Terms and Conditions of Agreement for Roofing Services

WHEREAS, Weatherproofing Technologies, Inc. (WTI) located at 3735 Green Rd. Beachwood, OH 44122 is in the business of providing roofing services including, but not limited to: Thermocore®, TRIM®, TremCare® and other Roof Repairs and Replacement and other Roofing Services;

AND WHEREAS, **The County of Hidalgo, Texas** (Customer/~~Client/Contractor~~) located at 2802 So. Business 281, Edinburg, Texas 78539 is desirous of engaging WTI to provide the following roofing services:

Roof Repairs per attached proposal and in accordance with
Weatherproofing Technologies, Inc. / Tremco Incorporated Cooperative Purchasing Agreement with
The Cooperative Purchasing Network (TCPN) – Line Item Contract #R4812

NOW THEREFORE, in consideration of the mutual promises set forth herein, Customer/Client/Contractor and WTI hereby agree as follows:

SCOPE OF WORK

WTI agrees to furnish all labor, tools and materials necessary to perform the roofing services described in the referenced proposal. WTI shall perform the Work in a careful and competent manner with properly skilled and trained personnel.

CONTRACT PRICE -as referenced

Which the Owner shall pay WTI and WTI shall accept as full compensation, satisfaction and payment for the Work outlined in this agreement.

PAYMENTS

Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Owner at the end of each calendar month for the amount due for the portion of the services completed during that month. Within thirty (30) days after receipt of the invoice, Owner shall pay the invoice. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed, in which case Owner shall pay WTI within thirty (30) days after receipt of the invoice.

INDEPENDENT CONTRACTOR

It is agreed that WTI is not an employee of the Owner, but is an independent contractor and, as such, has no authority to act for or on behalf of the Owner or to bind the Owner to any contract or any other manner except as provided in this Agreement.

AUDITS

WTI shall maintain accurate records of all expenditures and costs relating to any Work performed under this Agreement. The Owner shall have the right to inspect and examine these records upon seven (7) days prior written notice to WTI at the place where such records are kept in the ordinary course of WTI's business.

CHANGES IN WORK

The Owner may at any time without invalidating this Agreement make changes in, add to or delete from the Work to tee performed. No such changes shall be made and no claims for extra Work shall be valid except as authorized by written order signed by the Owner and WTI.

WARRANTY

For a period of one (1) year after completion of the Work, WTI will, at its expense, repair any leaks through penetrations or cores taken from the roofing system by WTI. The owner shall give written notice within thirty (30) days from the date of observation of any leaks, which may be subject to this warranty. Failure to give such notice shall relieve WTI of any further warranty obligations under this Agreement. THE REMEDY STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER AND IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO REPRESENTATIVE HAS THE AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL WTI BE LIABLE FOR DAMAGES TO THE BUILDING, THE CONTENTS OF THE BUILDING OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Unless otherwise stipulated in the contract documents attached hereto)

INSURANCE

Upon request, WTI will provide Owner with evidence of the following insurance requirements:

a. Workers' Compensation and Employer's Liability

Statutory Workers' Compensation for the state in which services are being performed under this Agreement.

Employer's Liability with limits of $100,000.

b. Commercial General Liability

Commercial General Liability on an occurrence basis with limits of $1,000,000.

Other Insurance Provisions

Owner shall be named as a certificate holder on all coverages listed in paragraphs (a) and (b).

The issuing insurance companies shall provide the named certificate holder with thirty (30) days written notice prior to any cancellation or material modification of the policies providing the coverages listed in paragraphs (a) and (b).

Hidalgo County Auto Insurance Requirement: Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

INDEMNITY

During the term of this Agreement, WTI shall indemnify and hold harmless Owner and its employees from and against all claims, damages, losses and expenses, excluding lost profits or the loss of use of property, to the extent arising directly out of the negligent performance of the Work, however, in no event shall WTI's indemnity obligations under this agreement be more than the Contract price listed above.

WAIVERS OF RIGHTS OF LIENS

Before final payment is made, upon the request of the Owner, WTI will submit to the Owner, waivers of right of lien from all subcontractors, material suppliers and itself duly signed and notarized. No material, supplies or equipment will be used by WTI in which any interest or right is retained by any seller or supplier.

TERMINATION

Hidalgo County Termination Requirement: This agreement may be terminated by either party without a cause upon (30) Thirty Days written notice.

MISCELLANEOUS

This Agreement supersedes all prior written agreements between the patties with respect to the work and fully sets forth the understanding of the parties with respect to the performance of the work. This Agreement shall not be modified except by written agreement of the parties and shall be interpreted according to the laws of the state in which the work is performed. Upon request, WTI agrees to provide the Owner in advance with Material Safety Data Sheets covering all materials introduced onto the Owner's premises. Any leaks through penetrations or cores taken from the roofing system by WTI or for any work that was completed as part of this agreement. The Owner shall give written notice within thirty (30) days from the date of observation of any leaks which may be subject to this warranty. Failure to give such notice shall relieve WTI of any other warranty obligations under this Agreement.

Initial _____

Date _____

Weatherproofing Technologies, Inc.
3735 Green Road • Beachwood, Ohio 44122 • 216-292-5000

TREMCO LINE ITEM PRICING — **TCPN CONTRACT #: R4812**
COUNTY OF HIDALGO, TEXAS
ADMINISTRATION BUILDING
PROPOSAL #: 5019585
12/5/2011 [Rev. 08-20-12]

ROOF A: REPAIRS

SPEC NUMBER	WORK DESCRIPTION	UNIT	BID AMOUNT	QUANTITY	PROJECT AMOUNT
25.19	Minor roof repair calls	DAY	$721.55	12	$ 8,658.60
				SUBTOTAL	$ 8,658.60
25.25	Multiplier for roofs less than 10,000 square feet	%	18%		$ 1,558.55
				SUBTOTAL	$ 10,217.15
S.46	State multiplier/Factor for Texas		0.90		$ 9,195.43
				TOTAL PROJECT COST (ROOF A)	$ 9,195.43

ROOF B: REPAIRS

SPEC NUMBER	WORK DESCRIPTION	UNIT	BID AMOUNT	QUANTITY	PROJECT AMOUNT
26.8	Labor rate for roofer	HR	$80.43	32	$ 2,573.76
26.1	Tremco Mfg Roofing supplies Discount off Retail Price List	% off	13.30%	$893.25	$ 774.45
				SUBTOTAL	$ 3,348.21
25.24	Multiplier for roofs less than 5,000 square feet	%	25%		$ 837.05
				SUBTOTAL	$ 4,185.26
S.46	State multiplier/Factor for Texas		0.90		$ 3,766.73
				TOTAL PROJECT COST (ROOF B)	$ 3,766.73

ROOF C: REPAIRS

SPEC NUMBER	WORK DESCRIPTION	UNIT	BID AMOUNT	QUANTITY	PROJECT AMOUNT
25.19	Minor roof repair calls	DAY	$721.55	35	$ 25,254.25
				SUBTOTAL	$ 25,254.25
25.25	Multiplier for roofs less than 10,000 square feet	%	18%		$ 4,545.77
				SUBTOTAL	$ 29,800.02
S.46	State multiplier/Factor for Texas		0.90		$ 26,820.01
				TOTAL PROJECT COST (ROOF C)	$ 26,820.01

Weatherproofing Technologies, Inc.
3735 Green Road • Beachwood, Ohio 44122 • 216-292-5000

TREMCO LINE ITEM PRICING — **TCPN CONTRACT #: R4812**
COUNTY OF HIDALGO, TEXAS
ADMINISTRATION BUILDING
PROPOSAL #: 5019585
12/5/2011 [Rev. 08-20-12]

ROOF D: REPAIRS

SPEC NUMBER	WORK DESCRIPTION	UNIT	BID AMOUNT	QUANTITY	PROJECT AMOUNT
25.19	Minor roof repair calls	DAY	$721.55	44	$ 31,748.20
				SUBTOTAL	$ 31,748.20
25.27	Multiplier for roofs less than 20,000 square feet	%	15%		$ 4,762.23
				SUBTOTAL	$ 36,510.43
S.46	State multiplier/Factor for Texas		0.90		$ 32,859.39
				TOTAL PROJECT COST (ROOF D)	$ 32,859.39

ROOF E: REPAIRS

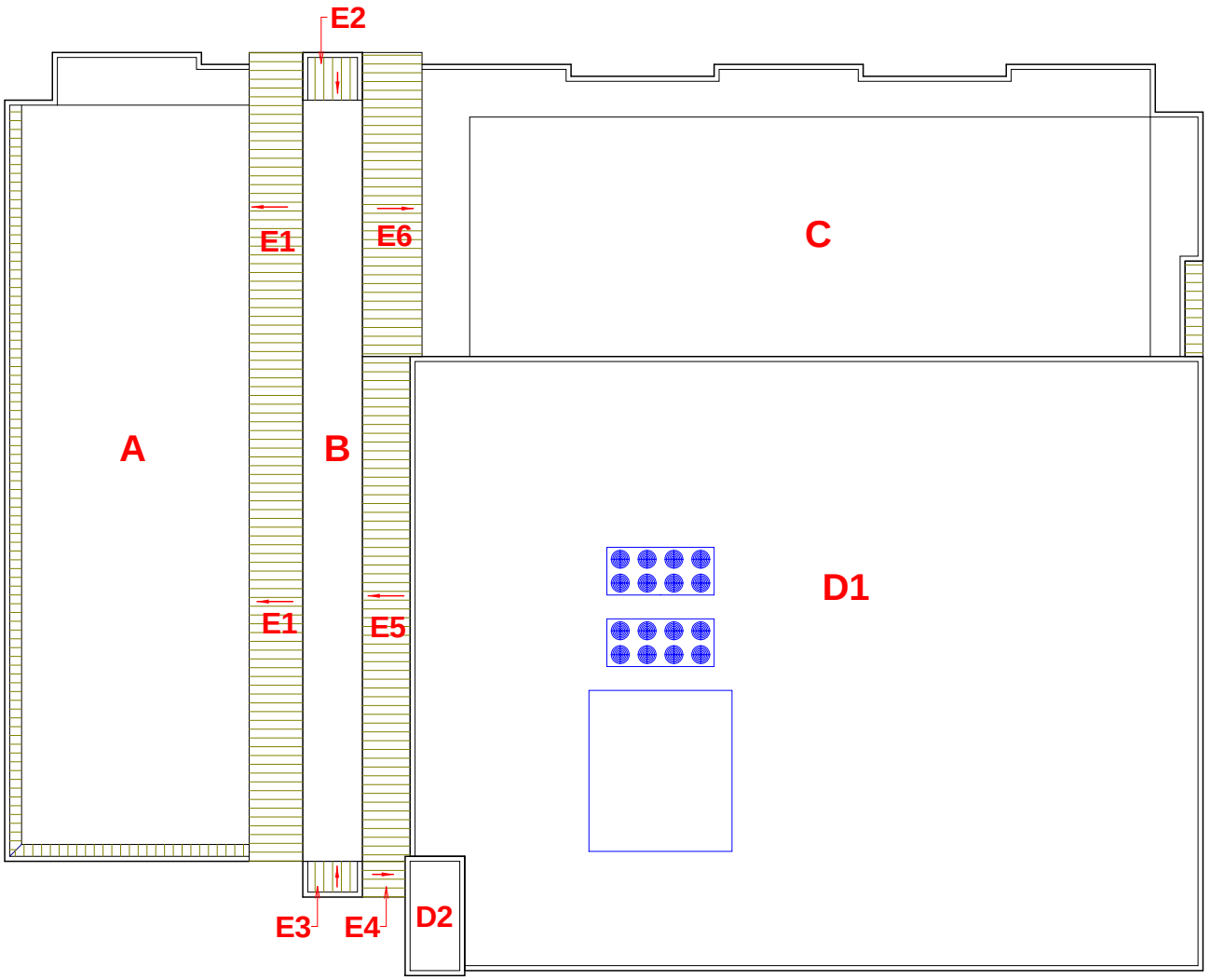
SPEC NUMBER	WORK DESCRIPTION	UNIT	BID AMOUNT	QUANTITY	PROJECT AMOUNT
25.19	Minor roof repair calls	DAY	$721.55	12	$ 8,658.60
				SUBTOTAL	$ 8,658.60
25.24	Multiplier for roofs less than 5,000 square feet	%	25%		$ 2,164.65
				SUBTOTAL	$ 10,823.25
S.46	State multiplier/Factor for Texas		0.90		$ 9,740.93
				TOTAL PROJECT COST (ROOF E)	$ 9,740.93

MAINTENANCE AGREEMENT: ROOFS A - E

SPEC NUMBER	WORK DESCRIPTION	UNIT	BID AMOUNT	QUANTITY	PROJECT AMOUNT
25.17	Annual or semi-annual roof housekeeping-Per Location				
25.17.2	Cost per Sq.ft. per year per location if greater than 20,000 sq.ft.	SF	$0.10	153,500	$ 15,350.00
				SUBTOTAL	$ 15,350.00
S.46	State multiplier/Factor for Texas		0.90		$ 13,815.00
				SUBTOTAL	$ 13,815.00
				MARKET ADJUSTMENT FOR ROOF COUNT/SQ.FT.	$ (4,314.55)
				TOTAL PROJECT COST (MAINTENANCE AGREEMENT)	$ 9,500.45

APPROXIMATE
ROOF AREA

A	5,500 S.F. (2-story)
B	1,200 S.F. (3-story)
C	6.300 S.F. (2-story)
D	13,800 S.F. (5-story)
E	3,900 S.F. (sloped)



OLD ADMINISTRATION BUILDING
100 E. CANO
EDINBURG, TEXAS

TREMCO
wti

COUNTY OF HIDALGO
2802 S. BUSINESS 281
EDINBURG, TEXAS 78539

DATE: DECEMBER 5, 2011
SCALE 1" = 30'

DRAWN BY: SWL

tremcare

5 YEAR TREMCARE SERVICE AGREEMENT FOR TREMCO ROOFS

SERVICE AGREEMENT NO:

OWNER:
ADDRESS:

BUILDING DESCRIPTION:
ADDRESS:

sample

ROOF AREA:

ROOF SYSTEM TYPE:

SERVICE AGREEMENT PRICE:

EFFECTIVE DATE OF SERVICE AGREEMENT: Upon return of copy of signed agreement and payment.

Tremco and the above-named Owner hereby agree that subject to the terms, conditions and limitations stated herein, Tremco will provide the following services to the Owner on the Roofing System (RS) on the Building for a period of five (5) years. RS shall be defined as the weatherproofing assembly and its components, which includes the following: membrane, insulation, flashings and termination details. The services being offered by Tremco include the following:

A. LEAK RESPONSE PROGRAM

For each leak in the RS which is covered under this Agreement, the Owner shall immediately (within 24 hours) call 1-800-5-TREMCO and report the roof leak, location, Owner's site contact representative, leak severity and any other information which may be useful to Tremco in responding to the leak. Tremco will promptly (within 2 business days) respond to the leak. For leaks not covered by a Tremco roof warranty, billing for leak repair will be at a pre-arranged rate. If necessary, a follow-up inspection to the RS leak area will be conducted to examine the repair quality and identify additional roofing concerns. If leaks have occurred in the previous calendar quarter, quarterly activity reports will be developed and provided to the Owner. These reports will provide the following:

1. Number of customer calls into the system.
2. Response time for each call.
3. Overview of follow up recommendations.

B. INSPECTIONS, HOUSEKEEPING AND PREVENTIVE MAINTENANCE

On a semi-annual basis during the term of this Agreement, Tremco shall provide roof inspections, preventive maintenance and general housekeeping services on the RS, on a schedule to be agreed upon by Tremco and the Owner. If a Tremco warranty is in effect, these inspections may be carried out in conjunction with the TremCare warranty inspection. Pricing for this service agreement has been adjusted to reflect this efficiency.

Roof inspection services are as follows:

1. Visual inspection of the roof membrane and roof surface conditions.

2. Inspection of the flashing systems including, but not limited to, the metal edge system, base flashings on equipment and adjoining walls, counterflashing and termination details, soil stacks and vents, and inspection of rooftop projections and equipment including, but not limited to, pitch pans, HVAC equipment, skylights and access hatches.

Preventive maintenance services are as follows:

1. Metal edge flashing components - tears, splits and breaks in the membrane flashings will be repaired with appropriate repair mastics and membranes.

2. Tears and splits in the flashing membrane will be repaired with appropriate repair mastics and membranes. Open split flashing strip-ins will be repaired with appropriate repair mastics and membranes. Unsecured rooftop equip ment will be secured. Exposed fasteners will be sealed. Termination bar and counterflashings will be sealed.

3. Roof membrane maintenance repairs -tears, breaks and splits in the flashing membrane will be repaired with appropriate repair mastics and membranes. Splits and blisters which threaten the roof integrity will be cleaned, primed and repaired with appropriate repair mastics and membranes. Metal projections (hoods and clamps) will be sealed. Service agreement does not include recoating of roof membranes.

General rooftop housekeeping services are as follows:

1. Removal of debris (i.e., leaves, branches, paper and similar items) from the roof membrane (excluding HVAC and other major equipment).

2. Removal of debris from the roof drains, gutters and scuppers.

3. All debris will be disposed of at the owner's approved on-site location.

(Housekeeping and general rooftop preventive maintenance does not absolve the building owner/customer from keeping effluent and debris from the roof surface. Production-related material is excluded as part of the housekeeping, if standard cleaning timing is insufficient to maintain the integrity of the roofing system. Additionally, if the scheduled cleaning is insufficient to maintain the roof integrity, customer must pay for additional cleaning/inspections or assume responsibility for such cleanings. Customer agrees that all debris on or removed from the roof is the sole property of Customer and it is the sole responsibility of Customer to properly dispose of said debris.)

C. ROOF INSPECTION REPORTS

Tremco will provide roof inspection reports based upon regular inspections. The reports shall become part of the roof database maintained on the RS. Tremco will be excused from performing under this Agreement if prevented or delayed by events not within its control, including events such as floods, fires, accidents, riots, explosions, governmental order, acts or omissions of contractors or other third parties, inability to access the RS, etc.

D. OWNER'S RESPONSIBILITIES

It is agreed by the parties that Tremco by this Agreement does not assume possession or control of any part of the RS. Control and ownership of the RS and all parts of the Building remains solely with the Owner. The Owner is solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation, and all repair, maintenance and other work with respect to the RS and the Building, except as expressly stated by this Agreement.

The Owner shall at all times exercise reasonable care in the use and maintenance of the RS.

If the Owner does not immediately report leaks in accordance with the leak response program offered herein, Tremco has no responsibility to perform the services described in Section A. If the Owner does not report the leaks in accordance with the leak response program, he shall report the leaks which occur in the RS within the Service Agreement period in writing to Tremco at 3735 Green Road, Beachwood, Ohio 44122, as soon as possible (however, in no event more than thirty (30) days) after leakage is or should have been discovered. In no event is Tremco responsible for any repairs to any part of the Building other than the RS. The liability or expense for such repair is to be assumed and paid by the Owner. If the leak is not within the Service Agreement coverage, Tremco shall advise the Owner, and the Owner shall have repairs performed within thirty (30) days according to Tremco specifications, by a Tremco certified or approved applicator. The Owner agrees to provide Tremco with unrestricted ready access to the RS and all areas of the Building on which the RS is located.

E. SERVICE AGREEMENT EXCLUSIONS

This Service Agreement does not cover any leaks or damage or failure of the RS or any part thereof as a result of:

1. Natural or accidental disasters, including but not limited to, damage caused by lightning, hailstorms, floods, hurricane force winds (74 mph or greater), tornadoes, earthquakes, fire, vandalism, animals, penetration of the mem brane or chemical attack by outside agents.

2. Use of materials not specified by Tremco.

3. Any intentional or negligent act on the part of the Owner or third party including, but not limited to, misuse, traffic, storage of or discharge of materials or effluent on the roof. Any repair of these items will be at owner's expense.

4. Distortion, expansion or contraction of the RS caused by faulty original construction or design of building components, including parapet walls, copings, chimneys, skylights, vents or roof deck.

F. SERVICE AGREEMENT LIMITATIONS

Tremco shall have no responsibility and/or liability under this Service Agreement until all bills for installation, supplies and services sold in connection with the RS have been paid in full.

The Owner's rights under this Service Agreement are specific to the Owner and are not transferable.

Tremco obligations under this Agreement may be voided by Tremco based on events described in Section E, change in usage of the Building without the prior written approval of Tremco, repairs, alterations, penetrations of or attachments to the RS without the prior written approval of Tremco, building settlement, deterioration, cracking or failure of the roof deck, coping and parapet walls, infiltration or condensation of moisture in, through or around walls, copings, underlying structure, hardware or equipment, or failure of the Owner to comply with its obligations described in this Agreement.

G. OTHER TERMS

IN NO EVENT SHALL TREMCO OR ANY AFFILIATE BE LIABLE FOR ANY DAMAGE TO THE BUILDING ITSELF (OTHER THAN THE RS), THE CONTENTS OF THE BUILDING, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE AGGREGATE LIABILITY OF TREMCO AND ANY AFFILIATE SHALL NOT IN ANY EVENT EXCEED IN DOLLAR VALUE THE INSTALLED CONTRACT PRICE OF THE RS AND THIS SERVICE AGREEMENT FEE. NEITHER TREMCO NOR ANY AFFILIATE SHALL BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS SERVICE AGREEMENT.

Either party shall have the right to cancel this agreement without cause with 30 days written notice to the other party with no further obligation of either party. Any balance of funds paid for the service agreement will be returned to Owner prorated based upon the following formula: Number of non-performed maintenance site visits divided by the total number of site visits paid for by Owner times the dollar amount paid by Owner for the site visits outlined in this Service Agreement.

The Owner agrees that this Agreement, and the services and remedies set forth herein, are exclusive, and there are no other agreements between the Owner and Tremco or any affiliate. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN HIDALGO COUNTY, TEXAS**.

The Owner and Tremco hereby agree to the terms, conditions and limitations as set forth herein this Service Agreement.

TREMCO INCORPORATED

By:_____	By: _____
Victor Sopko	
Its: Business Manager	Its: _____
Date: _____	Date: _____

rocio.villarreal

From: Steve Crain [scrain@atlashall.com]
Sent: Tuesday, September 04, 2012 3:08 PM
To: 'rocio.villarreal'
Subject: RE: Old Admin Bldg. Roof

The agreement as revised is fine.

From: rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, September 04, 2012 8:15 AM
To: 'Steve Crain'
Subject: FW: Old Admin Bldg. Roof

Mr. Crain as requested. Attached is the modified agreement. Please advise if approve as to form. Thank you.

Rocio Villarreal

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, August 31, 2012 10:14 AM
To: 'rocio.villarreal'
Subject: RE: Old Admin Bldg. Roof

Rocio: Upon further reflection take out that sentence and substitute the following: This Agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas. When you type this new sentence type it in all caps and bold it. Thanks.

From: rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, August 31, 2012 8:27 AM
To: 'Steve Crain'
Subject: FW: Old Admin Bldg. Roof

Mr. Crain

As requested, in the third paragraph under "G" it has changed to the Hidalgo County and the law of Texas.

Please advise if any more modifications are required. Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: Steve Linsteadt [mailto:SLinsteadt@tremcoinc.com]
Sent: Friday, August 31, 2012 8:23 AM
To: rocio.villarreal
Cc: 'Darlene Betancourt'; 'Ivan Trinidad'; 'Moises Salazar'; 'Richard Garcia'; richard.sunday@co.hidalgo.tx.us
Subject: RE: Old Admin Bldg. Roof

Terms and Conditions of Agreement for Roofing Services

WHEREAS, Weatherproofing Technologies, Inc. (WTI) located at 3735 Green Rd. Beachwood, OH 44122 is in the business of providing roofing services including, but not limited to: Thermocore®, TRIM®, TremCare® and other Roof Repairs and Replacement and other Roofing Services;

AND WHEREAS, **The County of Hidalgo, Texas** (Customer/~~Client/Contractor~~) located at 2802 So. Business 281, Edinburg, Texas 78539 is desirous of engaging WTI to provide the following roofing services:

Roof Repairs per attached proposal and in accordance with
Weatherproofing Technologies, Inc. / Tremco Incorporated Cooperative Purchasing Agreement with
The Cooperative Purchasing Network (TCPN) – Line Item Contract #R4812

NOW THEREFORE, in consideration of the mutual promises set forth herein, Customer/Client/Contractor and WTI hereby agree as follows:

SCOPE OF WORK

WTI agrees to furnish all labor, tools and materials necessary to perform the roofing services described in the referenced proposal. WTI shall perform the Work in a careful and competent manner with properly skilled and trained personnel.

CONTRACT PRICE -as referenced

Which the Owner shall pay WTI and WTI shall accept as full compensation, satisfaction and payment for the Work outlined in this agreement.

PAYMENTS

Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Owner at the end of each calendar month for the amount due for the portion of the services completed during that month. Within thirty (30) days after receipt of the invoice, Owner shall pay the invoice. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed, in which case Owner shall pay WTI within thirty (30) days after receipt of the invoice.

INDEPENDENT CONTRACTOR

It is agreed that WTI is not an employee of the Owner, but is an independent contractor and, as such, has no authority to act for or on behalf of the Owner or to bind the Owner to any contract or any other manner except as provided in this Agreement.

AUDITS

WTI shall maintain accurate records of all expenditures and costs relating to any Work performed under this Agreement. The Owner shall have the right to inspect and examine these records upon seven (7) days prior written notice to WTI at the place where such records are kept in the ordinary course of WTI's business.

CHANGES IN WORK

The Owner may at any time without invalidating this Agreement make changes in, add to or delete from the Work to tee performed. No such changes shall be made and no claims for extra Work shall be valid except as authorized by written order signed by the Owner and WTI.

WARRANTY

For a period of one (1) year after completion of the Work, WTI will, at its expense, repair any leaks through penetrations or cores taken from the roofing system by WTI. The owner shall give written notice within thirty (30) days from the date of observation of any leaks, which may be subject to this warranty. Failure to give such notice shall relieve WTI of any further warranty obligations under this Agreement. THE REMEDY STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER AND IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO REPRESENTATIVE HAS THE AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL WTI BE LIABLE FOR DAMAGES TO THE BUILDING, THE CONTENTS OF THE BUILDING OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Unless otherwise stipulated in the contract documents attached hereto)

INSURANCE

Upon request, WTI will provide Owner with evidence of the following insurance requirements:

a. Workers' Compensation and Employer's Liability

Statutory Workers' Compensation for the state in which services are being performed under this Agreement.

Employer's Liability with limits of $100,000.

b. Commercial General Liability

Commercial General Liability on an occurrence basis with limits of $1,000,000.

Other Insurance Provisions

Owner shall be named as a certificate holder on all coverages listed in paragraphs (a) and (b).

The issuing insurance companies shall provide the named certificate holder with thirty (30) days written notice prior to any cancellation or material modification of the policies providing the coverages listed in paragraphs (a) and (b).

Hidalgo County Auto Insurance Requirement: Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

INDEMNITY

During the term of this Agreement, WTI shall indemnify and hold harmless Owner and its employees from and against all claims, damages, losses and expenses, excluding lost profits or the loss of use of property, to the extent arising directly out of the negligent performance of the Work, however, in no event shall WTI's indemnity obligations under this agreement be more than the Contract price listed above.

WAIVERS OF RIGHTS OF LIENS

Before final payment is made, upon the request of the Owner, WTI will submit to the Owner, waivers of right of lien from all subcontractors, material suppliers and itself duly signed and notarized. No material, supplies or equipment will be used by WTI in which any interest or right is retained by any seller or supplier.

TERMINATION

Hidalgo County Termination Requirement: This agreement may be terminated by either party without a cause upon (30) Thirty Days written notice.

MISCELLANEOUS

This Agreement supersedes all prior written agreements between the patties with respect to the work and fully sets forth the understanding of the parties with respect to the performance of the work. This Agreement shall not be modified except by written agreement of the parties and shall be interpreted according to the laws of the state in which the work is performed. Upon request, WTI agrees to provide the Owner in advance with Material Safety Data Sheets covering all materials introduced onto the Owner's premises. Any leaks through penetrations or cores taken from the roofing system by WTI or for any work that was completed as part of this agreement. The Owner shall give written notice within thirty (30) days from the date of observation of any leaks which may be subject to this warranty. Failure to give such notice shall relieve WTI of any other warranty obligations under this Agreement.

Initial _____

Date _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/02/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 200 PUBLIC SQUARE, SUITE 1000 CLEVELAND, OH 44114-1824 34492 -CAS-CAP-12-13 WEATH	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED WEATHERPROOFING TECHNOLOGIES, INC. TREMCO INCORPORATED AND ITS SUBSIDIARIES 3735 GREEN ROAD BEACHWOOD, OH 44122	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** First Continental Services Co. **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** National Union Fire Ins Co Pittsburgh PA — 19445 **INSURER D :** American Zurich Insurance Company — 40142 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-003352427-20 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			1-GLRPM-01/2012	04/01/2012	04/01/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 9,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP9258789-05	04/01/2012	04/01/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 25,000			13273135	04/01/2012	04/01/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC9258790-05 (WI) WC9258788-05 (AOS)	04/01/2012 04/01/2012	04/01/2013 04/01/2013	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN ROAD
BEACHWOOD, OH 44122

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Kevin J. Robinson- Kevin J. Robinson

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA INC.	WEATHERPROOFING TECHNOLOGIES, INC. TREMCO INCORPORATED AND ITS SUBSIDIARIES 3735 GREEN ROAD BEACHWOOD, OH 44122
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

THE GENERAL LIABILITY AND AUTOMOBILE PHYSICAL DAMAGE PLACEMENT IS A DIRECT PLACEMENT. MARSH MANAGEMENT SERVICES (VERMONT) MANAGES THE CAPTIVE INSURER INDICATED HERE. MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THIS PLACEMENT, WHICH IS INDICATED HERE FOR YOUR CONVENIENCE.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/02/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 200 PUBLIC SQUARE, SUITE 1000 CLEVELAND, OH 44114-1824 34492 -CAS-CAP-12-13 WEATH	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED WEATHERPROOFING TECHNOLOGIES, INC. DBA TREMCO SERVICE CORPORATION 3735 GREEN ROAD BEACHWOOD, OH 44122	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** First Continental Services Co. **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** N/A — N/A **INSURER D :** American Zurich Insurance Company — 40142 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-003356035-20 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			1-GLRPM-01/2012	04/01/2012	04/01/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
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	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC9258790-05 (WI) WC9258788-05 (AOS)	04/01/2012 04/01/2012	04/01/2013 04/01/2013	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

WEATHERPROOFING TECHNOLOGIES, INC.
DBA TREMCO SERVICE CORPORATION

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Kevin J. Robinson- Kevin J. Robinson

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA INC.	WEATHERPROOFING TECHNOLOGIES, INC. DBA TREMCO SERVICE CORPORATION 3735 GREEN ROAD BEACHWOOD, OH 44122
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

THE GENERAL LIABILITY AND AUTOMOBILE PHYSICAL DAMAGE PLACEMENT IS A DIRECT PLACEMENT. MARSH MANAGEMENT SERVICES (VERMONT) MANAGES THE CAPTIVE INSURER INDICATED HERE. MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THIS PLACEMENT, WHICH IS INDICATED HERE FOR YOUR CONVENIENCE.

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The ACORD name and logo are registered marks of ACORD

From:	Steve Linsteadt
To:	rocio.villarreal; "Richard Sunday"
Cc:	"Darlene Betancourt"; "Moises Salazar"; "Richard Garcia"; "Ivan Trinidad"; "Valde"; lauro.torres@co.hidalgo.tx.us
Subject:	Fw: Old Admin Bldg. Roof Proposal from Tremco (WTI), Verifying itMatchesTCPN Contract, Terms, & Provisions
Date:	Tuesday, August 28, 2012 9:35:07 AM
Attachments:	2012-13 WTI Sample Insurance Certs.pdf

Rocio,

As I suspected It is very difficult to get a job specific Insurance Certificate for a job that does not yet exist in our system. The sample Insurance Certificate we submitted indicates our current coverages and compliance with the project requirements. The official Insurance certificate will have Hidalgo County named as the certificate holder and will be provided once we actually get a contract or purchase order from Hidalgo County.

In the meantime we will pursue obtaining a non-job-specifc Insurance Certificate naming Hidalgo County as the certificate holder. Please be aware that this process could take several days.

Thanks,
Steven W. Linsteadt
Senior Field Advisor
Tremco Roofing and Building Maintenance
2020 Pecan Drive; Portland, TX 78374
361.777.3366 Office
361.510.9163 Cell
slinsteadt@tremcoinc.com

Part of the RPM Building Solutions Group

For the latest information about our roofing and building envelope solutions, visit www.tremcoroofing.com

To stay up to date on our sustainable solutions and how they could help you, visit www.tremcogreenhq.com

----- Forwarded by Steve Linsteadt/sales/us/tremcoinc/rpm on 08/28/2012 09:15 AM -----

Ivan Trinidad/sales/us/tremcoinc/rpm

08/28/2012 08:55 AM

To Steve Linsteadt/sales/us/tremcoinc/rpm@rpm
cc
Subject Re: Fw: Old Admin Bldg. Roof Proposal from Tremco (WTI), Verifying it MatchesTCPN Contract, Terms, & Provisions Link

It's very difficult to get an insurance cert for a job that doesn't exist yet in our system. We can probably do that but it would take days.

AI-33932 **Purchasing Department 19. A. 6.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to reject all responses received for the request for proposals: "Placement, Housing and Supervision of Hidalgo County Inmates" for Sheriffs Department" as requested by user department.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 2-1100-423-21-280-002-0-590

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

BUDGETARY IMPACT:

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/29/2012 05:12 PM
Budget & Management	Merlen P. Munoz	08/30/2012 08:22 AM
Manuel Chapa	Manuel Chapa	08/30/2012 10:43 AM
Auditor's Office	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Gricelda Villarreal Started On: 08/29/2012 10:32 AM

Final Approval Date: 09/07/2012

AI-34053 **Purchasing Department 19. B. 1.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request by Precinct One for Supplemental No. 2-Work Authorization #1 as submitted by TEDSI Infrastructure Group, Inc. through Contract #C-08-227-02-09 for the acceptance of revised "Attachment C" for Supplemental Agreement No. 1 to Work Authorization No. 1 (approved by CC 05/22/12) to reflect the "Notice To Proceed" based on the issuance of the revised purchase order effective August 29, 2012.

BACKGROUND

The revised "Work Schedule" is attached hereto as Attachment "C". There was delay in obtaining required signatures once Supplemental No. 1 was approved which would now affect the date to be stipulated on the required Notice To Proceed of this supplemental. Including obtaining the revised purchase order originally assigned to this project. In accordance with AFA between Co. & TXDOT, Co. is responsible to pay 20% and TXDOT is responsible in paying 80% of total cost of project thus prompting the existing purchase order to be revised because of the amount stated on Supplemental No. 1.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1315-431-00-121-039-0-7XX

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

BUDGETARY IMPACT:

PO#617534 for TEDSI Infrastructure Group. Funds available as of 09/07/12 to fund Supplemental Agreement #1. Supplemental agreement #2 is in reference to project work schedule and date of Notice to Proceed, pending CC approval.

In accordance with AFA between Co. & TXDOT, Co. is responsible to pay 20% and TXDOT is responsible to pay 80% of total cost of project.

TXDOT receivable account is 2-1315-126-20-000-012-0-000-due from State-Mile 6W (US83-SH 107).

Attachments

Prior Approved Agenda Item (32265)

Supplemental No. 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/07/2012 11:34 AM
Budget & Management	Merlen P. Munoz	09/07/2012 11:35 AM
Ivan Cantu	Ivan Cantu	09/07/2012 03:20 PM
Auditor's Office	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Vangie Garcia Started On: 09/05/2012 11:14 AM

Final Approval Date: 09/07/2012

APPROVED

AI-32265 **Purchasing Department** **20. B. 2.**
CC REGULAR
Meeting Date: 05/22/2012
Department Head: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of request by Precinct #1 for Supplemental No. 1 through Work Authorization #1 as submitted by TEDSI Infrastructure Group, Inc.-Contract #C-08-227-02-09 for an increase of $63,808.53 for Mile 6 West from SH-107 to Mile 9 North due to new guidelines-TXDOT and the Federal Highway Administration:

A. Work Authorization No.1-Exhibit B-Services To Be Provided by Engineer-Scope of Work;
B. Exhibit C-Work Schedule;
C. Exhibit D-Fee Schedule

need to be revised with this supplemental request and thus resulting in an increase to the original work authorization amount of $1,817,940.03 to $1,881,748.56.

BACKGROUND

Supplemental document previously approved by legal pursuant to its review as to form of contract document back on February 9, 2009-see agenda item #13868.

In accordance with AFA between Co. & TXDOT, Co. is responsible to pay 20% and TXDOT is responsible to pay 80% of total cost of project.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1315-431-00-121-039-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
PO #617534 for TEDSI Infrastructure Group. Funds available as of 5-18-12 to fund Supplemental Agreement #1.

In accordance with AFA between Co & TXDOT, Co. is responsbile to pay 20% and TXDOT is responsible to pay 80% of total cost of project.

TXDOT receivable acct is 2-1315-126-20-000-012-0-000 "Due from State-Mile6W (US83-SH 107)"

Attachments

Supplemental Agreement #1
AI#32214 Documentation
Previous Agenda On Approval Of Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/10/2012 01:17 PM
Budget & Management	Merlen P. Munoz	05/10/2012 01:29 PM

Ivan Cantu	Ivan Cantu	05/18/2012 03:08 PM
Auditor's Office	Arcilia Duran	05/18/2012 03:16 PM

Form Started By: Vangie Garcia Started On: 05/08/2012 04:19 PM

Final Approval Date: 05/18/2012

EXHIBIT "F"
Supplemental Agreement Form

CONTRACT NO. C-08-227-02-09
WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 1

THIS **SUPPLEMENTAL AGREEMENT NO. 1 to WORK AUTHORIZATION NO. 1** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose Supplemental Agreement to the Work Authorization is to provide services as indicated below:

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Fee Proposal. The Lump Sum Fee Proposal cost for services under this Supplemental Agreement to the Work Authorization is **$63,808.53**. This amount is based upon the costs outlined in the ***Fee Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Supplemental Agreement to the Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Funding. This Supplemental Agreement to Work Authorization No. 1 shall be funded through funding source:

Account No. 2-1315-431-00-121-039-0-841
Requisition No. _____

PART 5. Period of Service. This Supplemental Agreement to the Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Supplemental Agreement to the Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 6. Responsibilities and Obligations. This Supplemental Agreement to the Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acknowledgement and Confirmation. Acknowledgement and confirmation by Hidalgo County Precinct No. 1, Commissioner Joel Quintanilla, as to the content and detail of this Supplemental Agreement No. 1 to the Work Authorization No. 1.

Hidalgo County Precinct No. 1

By: _____
Joel Quintanilla, Commissioner Precinct No. 1

PART 8 Acceptance and Approval. This Supplemental Agreement to the Work Authorization is hereby accepted, and approved by Hidalgo Commissioners' Court on 5/22/12 as indicated below and effective as of 22nd day of May, 2012.

A purchase order will be issued by the Hidalgo County Purchasing Department after the execution of this document. Issuance of the purchase order will serve as the written Notice to Proceed on this Supplement Agreement No. 1 to Work Authorization No. 1.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Craig F. Stong, P.E. (Vice President)

ATTEST:

By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia (County Judge)

Approved by Commissioners' Court
on 5/22/12 RD

LIST OF ATTACHMENTS:
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" – Fee Proposal

Approved As To Form:
Atlas & Hall, LLP

By: _____

CONTRACT NO. C-08-227-02-09
SUPPLEMENT AGREEMENT NO. 1
TO
WORK AUTHORIZATION NO. 1
MILE 6 WEST ROAD
SH-107 TO MILE 9 NORTH
ATTACHMENT "B"

Scope of Services to be Provided by the Engineer

The proposed work is to update the environmental assessment (EA) document submitted to TxDOT in 2010. This document will be updated to be in compliance with TxDOT proposed guidance (These requirements will be fully adopted and enforced for all pending environmental documents. The outline for the SOU requirements which are included in the scope below will be posted on TxDOT ENV's website).

1) One site visit will be required to revisit the project area by two discipline specialists, a biologist and a planner.

2) In addition, the environmental studies, investigations and the EA document will need to be brought to current standards with the Federal Highway Administration's (FHWA) Technical Advisory T6640.8A, TxDOT environmental manual, and current preferred EA outline. Moreover, TxDOT ENV is anticipating the release of the Standards of Uniformity (SOU) for EA's, in which the document will be required to follow, if SOU is approved prior to clearance of this document. The EA report will document the economic, social, and environmental conditions and potential impacts of the proposed project and will include an assessment of one build alternative and the no build alternative.

3) Task 1 – Project Management and Coordination

   a) The Project Manager will direct and coordinate the various elements and activities associated with the development of EA.

   b) The Project Manager will prepare a graphic project schedule indicating tasks, critical dates, milestones, deliverables and TxDOT review requirements. The project schedule will depict the order of the various tasks, milestones, and deliverables. The Project Manager will review and provide comments on its elements of the schedule when requested to do so.

   c) The Project Manager will submit monthly Invoices and progress reports.

   d) The Project Manager will provide ongoing quality assurance and quality control to ensure completeness of product and compliance with TxDOT procedures.

4) Task 2 – Update Environmental Assessment to current outline and standards

   a) Data Collection Process: Readily available environmental information relative to the project area will be updated during research efforts, field surveys, and from appropriate local, state, and federal agencies.

   b) Environmental Investigations and Assessments

      i) Cover Sheet.

      ii) Chapter Headings and Subheadings.

      iii) List of Figures (include typical sections, schematic).

      iv) List of Tables

v) List of Maps (include vicinity and location map on county road map base, and a location map on a USGS 7.5' topographic map base reproduced without enlargement or reduction).

vi) List of Exhibits (to support EA).

vii) List of Preparers

viii) References

ix) Acronyms

c) The EA in the TxDOT-preferred format will be revised and updated as follows:

i) Need for the Project. The EA shall explain why the Transportation Activity is proposed, including a description of the existing facilities and unsatisfactory conditions to be remedied. The EA shall identify and describe the transportation or other needs which the proposed Transportation Activity is intended to satisfy (e.g., provide system continuity, alleviate traffic congestion, improve safety or roadway unsatisfactory conditions).

ii) Purpose of the Proposed Project. The EA will include a clear description of the proposed Transportation Activity and the purpose it would serve. The focus of this description shall be on the basic features of the Transportation Activity without regard to alignment. This description also will include a general description of the proposed location, including city and county, project length, and proposed logical termini. The project location will be illustrated on a map.

iii) Objectives of the Project. The EA shall describe the goal(s) or desired outcomes that would be attained if a proposed alternative for the Transportation Activity were implemented. The objectives shall be clearly expressed and useful for identifying the alternative(s) that do and do not warrant consideration as a possible preferred alternative.

iv) Focus of This Environmental Analysis.

(1) Planning Process. The EA shall provide a brief historic description of the planning, scoping, and public involvement process that resulted in identifying the proposed Transportation Activity. The description shall summarize and reference the agencies and members of the public. The EA shall reference the applicable transportation improvement plan, relevant MPO information from the approved planning documents and conformity language for projects in air quality attainment areas. The project anticipated letting schedule and estimated cost of construction will be provided.

(2) Related Studies and Relevant Documents. The EA shall briefly discuss studies and documents containing data or information relevant to the EA. The EA shall only cross-reference relevant work that may affect decisions to be made as part of this proposed Transportation Activity (e.g., biological surveys, adjacent or contiguous Transportation Activities, and other relevant NEPA documents). The EA shall avoid discussions of studies and documents that do not contribute directly to the identification and selection of a preferred alternative.

(3) Issues/Resource(s) Studied in Detail. The EA shall include discussions of all relevant issues and resources (as outlined in FHWA Technical Advisory 6640.8A and in this scope) that would be affected by implementation of the proposed Transportation Activity. Discussions shall be introductory in scope. The EA shall briefly explain why each relevant issue and resource may have an impact associated with it. Detailed discussions shall be reserved for the Affected Environment and Environmental Consequences section

of the EA. Issues and resources that will not be affected by implementation of the proposed Transportation Activity are not relevant to this section and shall not be discussed in this section.

(4) Issues Eliminated From Further Study. Issues and resources that will not be affected by implementation of the proposed Transportation Activity are relevant to this section and shall be discussed in this section of the EA. The EA shall include very brief summaries justifying why potentially affected issue/resource(s) are not of concern as related to the implementation of this Transportation Activity based on studies completed for the particular issue/resource(s) in question. Studies performed for the EA may be referenced or incorporated by reference in the summary. If impacts to habitat or protected species will be an issue discussed in this section of the EA, this section shall contain a habitat description.

v) Applicable Regulatory Requirements and Required Coordination. The EA shall include only the regulations with which the State must comply regarding the issues studied in detail unless those regulations (e.g., 36 C.F.R. 800) require agency coordination regardless of impacts.

5) The EA shall identify alternatives that were considered, but eliminated from detailed study. The Engineer will describe how and why the reasonable alternatives (Build and No-Build) were selected for detailed study.

a) Process Used to Develop the Project Alternatives. The EA shall discuss the No-Build alternative. All reasonable alternatives considered shall be examined against the No-Build baseline and shall be discussed at equal levels of detail to provide an equitable comparison based upon the purpose and need and related objectives of the Transportation Activity. On Transportation Activities where a law, executive order, or regulation (e.g., Section 4(f), Executive Order 11990, or Executive Order 11988) mandates an evaluation of avoidance alternatives, the explanation of the Transportation Activity need shall clearly state how the law, executive order, or regulation affects avoidance alternatives or choice of the preferred alternative.

b) Requirements for and Benefits of Alternatives. The EA shall identify the characteristics that a good alternative being considered should have. These characteristics shall be used as criteria for determining whether each alternative meets the stated purpose, need, and objectives of the Transportation Activity and, therefore, warrants consideration for further study.

i) Principal Design Requirements. The EA shall include a discussion of required TxDOT or AASHTO design standards that must be implemented as part of the proposed Transportation Activity.

ii) Desired Design Benefits. The EA shall include a brief discussion of desired design features that would be beneficial as a result of the proposed Transportation Activity.

iii) Environmental Protection and Enhancement Requirements. The EA shall include a discussion of all reasonable avoidance, minimization, and enhancement efforts made for each of the alternatives considered for further study.

c) Alternatives Eliminated from Detailed Study. The EA shall discuss only those reasonable alternatives that were considered and provide a relevant justification why they were eliminated from detailed study. The EA shall briefly explain the main reason(s) why an alternative was

eliminated from consideration (e.g., did not meet principal design requirements, did not meet purpose and need, environmental impacts that could not be mitigated).

d) Detailed Description of Reasonable Alternatives

i) No-Build Alternative. The EA shall describe the characteristics of the no-build alternative.

ii) Reasonable Build Alternative(s). The EA shall individually describe the characteristics of each reasonable build alternative. This section shall be repeated for each reasonable build alternative.

6) Update and describe the existing social, economic, and environmental setting for the area affected by the reasonable alternatives. The description will be limited to data, information, issues, and values that will have a bearing on possible impacts, mitigation measures, and on the identification of a preferred alternative. Some resources below may be eliminated from detailed study in the EA. The following provides methods of analyses for resources discussed in Chapter 3.0 of the EA.

a) Socioeconomic Issues/Environmental Justice/Project Setting/Land Use – The updated U.S. Department of Commerce, Bureau of the Census 2010 information on the census block or lowest available data for the project area will be obtained and summarized. This information will include race/ethnicity, limited English proficiency, income, and other relevant data. Changes in the neighborhoods or community cohesion will be assessed for various social groups in terms of generating new development, changing property values, and accessibility. Impacts on school districts, recreation areas, churches, businesses, and police and fire protection will be assessed, where information is available. Impacts to minority and/or low-income groups due to the implementation of the proposed project will be reviewed. The assessment will conform to FHWA guidance for compliance with Executive Order 12898, Environmental Justice.

i) The extent of residential and business displacements (if any) will be discussed for the Build alternative. The estimated number of single-family residential and multi-family residential homes to be displaced (if any) and a summary of the social characteristics of these households will be determined, based on available public information. Impacts on commercial/retail facilities that may be displaced will also be determined.

ii) As applicable, this task will address potential changes to local neighborhoods or communities and the effects on community cohesion relating to travel patterns, access, and public safety, particularly as those changes may differently affect various social groups and minorities. In addition, available population and land use study data will be reviewed to assess potential impacts of the proposed project on land use. This assessment of land use will include residential, commercial, industrial, education, open space, roadway ROW, and undeveloped land use categories.

iii) Economic impacts on the regional and local economies, such as the effects of the proposed project on development, tax revenues and public expenditures, employment opportunities, accessibility, and retail sales will be discussed. The impacts, both beneficial and adverse, on the economic vitality of existing businesses, business districts, and the resultant impact on the local economy will be described. The impacts will be assessed qualitatively.

b) Airway-Highway Clearance - The Engineer will collect and analyze data concerning airports within 20,000 feet of the proposed project.

c) Soils/Prime Farmlands - Soils in the area of the proposed project will be described according to the Natural Resources Conservation Service (NRCS). To ensure compliance with the Farmland Protection Policy Act (FPPA), the Engineer will consider proposed project impacts, and if

necessary coordinate with the NRCS and complete the Farmland Conversion Impact Rating Form CPA-106 and submit it to the NRCS for review, if necessary. The NRCS map for Cameron County will be reviewed, and the NRCS list of prime farmland soil types will be reviewed to determine if the proposed project area is potentially subject to the FPPA. If there is a potential for adverse impacts to FPPA lands, the EA will discuss alternative measures to avoid or minimize the impacts.

d) Beneficial Landscape Practices - The Engineer will address the Executive Memorandum related to Beneficial Landscape Practices.

e) Invasive Species - The Engineer will address the Executive Order related to Invasive Species.

f) Essential Fish Habitat - The potential for the proposed project to impact essential fish habitat will be reviewed and discussed.

g) Vegetation - The vegetation of the project area will be categorized and evaluated according to TxDOT's Memorandum of Agreement (MOA) and Memorandum of Understanding (MOU) with the Texas Parks and Wildlife Department (TPWD).

h) Wildlife - Wildlife habitat will be evaluated and potential impacts on wildlife will be assessed. Mitigation of possible impacts including habitat loss and fragmentation will be addressed.

i) Threatened and Endangered Species – Updated data will be obtained from the USFWS and the TPWD (Natural Diversity Database (NDD)) to determine the potential presence or absence of federally listed and proposed endangered or threatened species and critical habitat in the proposed project area. The Engineer will conduct a field survey of the project ROW to determine suitable and non-suitable habitat for the species potentially occurring within the project area. This scope of work does not include the preparation of a Biological Assessment, formal consultation under Section 7 of the Endangered Species Act, or presence/absence surveys.

j) Cultural Resources:

   i) Archeological: In 2004, Southern Archaeological Consultants, Inc. carried out an intensive pedestrian cultural resources survey of the project area. No cultural resources were recorded and there are no previously recorded archaeological sites, prehistoric or historic, present within the survey area. No further cultural resource work was recommended. A summary of the archeological investigations will be summarized for the EA and a copy of the letter will be included in an Appendix of the EA.

   ii) Historic Resources Survey: The site was originally surveyed in ca. 2004 and the APE was determined to be 150 feet. The survey was updated in ca. 2009. It is not anticipated that the historic resources survey would need updating at this time and is not included in the scope of work. Should TxDOT or FHWA require these section of the report to be updated it will be added by supplemental agreement.

k) Bicycle and Pedestrians - The Engineer will document any impacts to bicycle and pedestrian facilities and services in the area.

l) Section 4(f) Resources - The Engineer will review available data and perform on-site investigations to ascertain the presence of potential Section 4(f) lands, including public parks, recreation lands, and wildlife and waterfowl refuges that may be impacted by the proposed project. This scope of work does not include a Section 4(f) analysis.

m) Waters of the U.S. including Wetlands - Coordination was previously initiated with USACE on July 14, 2009. A copy of the letter will be included in an appendix in the EA. A permit from the USACE is not required.

n) Water Quality - Updated data from the water quality division of the Texas Commission on Environmental Quality (TCEQ) and the U.S. Environmental Protection Agency (EPA) under the Federal Clean Water Act and the Safe Drinking Water Act regarding principal or sole-source aquifers and wellhead protection areas.

o) Floodplains - National Flood Insurance Program (NFIP) maps will be reviewed to determine what portions of the proposed project area are encumbered by the base (100-year) floodplain. Floodplain encroachment will be described and mitigation measures will be discussed.

p) Coastal Zone Management – An evaluation of the proposed project relative to the jurisdictional boundary of the Texas Coastal Management Program.

q) Permits - As the archeology is complete for this project (No Antiquities Permit required) and no U.S. Army Corps of Engineers permit is required, this scope of work does not include the preparation and coordination of any permit applications or notifications.

r) Traffic Noise – An updated noise analyses using FHWA-approved traffic noise modeling (TNM) software and updated traffic numbers requested from TxDOT will be performed.

s) Air Quality – The project is located within an area that is considered to be in attainment or unclassifiable for each of the national Ambient Air Quality Standards (NAAQS) and therefore is not subject to the conformity rule. A qualitative Air Quality Analysis will be conducted using MOBILE 6 emission factors and the CALINE 3 line-source dispersion model. CO concentrations will be modeled using updated traffic numbers (estimated time of completion (ETC) year and the design year [ETC plus 20 years]) requested from TxDOT. For Mobile Source Air Toxics, a qualitative assessment of impacts due to vehicle emission of the six priority toxic air pollutants (benzene, 1,3-butadiene, acrolein, acetaldehyde, formaldehyde, and diesel exhaust hydrocarbons and particles) will be performed. A comparison of pollutant production and distribution for the build alternative and locate potential receivers within 100 and 500 meters of the proposed ROW will be performed. The work will be in accordance with the FHWA memo "Interim Guidance Update on Mobile Source Air Toxic Analysis in NEPA Documents," issued on September 30, 2009, and other TxDOT and FHWA guidance.

t) Hazardous Materials

   i) An updated review of the provided records will be performed according to TxDOT standards to identify listed hazardous waste generators; treatment, storage, and disposal facilities; solid waste landfills; unauthorized sites; documented spills; and underground storage tank sites within the proposed project area. Where practicable, during the field investigations, the hazardous materials sites identified in the database search that are adjacent to the project corridor will be visually inspected from public access points for the potential presence of hazardous substances and petroleum products on the subject properties. Identified sites will be located on maps. The current regulatory status of the site will be determined and presented along with the additional investigations that may be recommended based on these findings.

   ii) This task does not include interviews with any local or adjacent landowners regarding the potential for hazardous materials use or sites. Should the hazardous materials sites review indicate that a Phase I Environmental Site Assessment, sampling, and/or subsurface investigations are warranted, These items would be additional services.

u) Construction Impacts – Potential adverse impacts associated with construction of the proposed project will be assessed.

v) Visual Impacts – An assessment of the existing visual qualities in the study area and identify areas where visual impacts could occur, if any.

w) Indirect and Cumulative Impacts – an updated for the identification of indirect and cumulative impacts in accordance with the requirements of TxDOT Guidance on Preparing Indirect and Cumulative Impact Analyses (September 2010) and any other related guidance from FHWA will be performed.

x) Summary – A summary section of the EA will be provided.

7) A recommendation of the preferred alternative and appropriate mitigation measures (if needed) will be provided.

8) Deliverables and EA Review/Revisions

a) The information above will be compiled into a preliminary draft EA document. A discussion of the need and purpose of the project, alternatives, and reasons for selection of the preferred alternative will be included in the EA. The EA will also include discussions of mitigation measures that may reduce or eliminate identified environmental impacts.

b) The EA text will be prepared on an IBM-compatible computer with Microsoft Word software and a CD will be provided, if requested. Exhibits will be limited to 8.5"x 11" format, if possible.

c) The following will be provided:

i) Two copies of the preliminary draft EA electronic document (V1) for TxDOT-Pharr District for review and comment. Upon receipt of comments, revisions will be made and the additional information needed to complete the items will be incorporated into the draft EA (V2).

ii) Three (3) copies of the draft EA document (V2) and electronic copy will be prepared and provided to TxDOT-Pharr District for TxDOT-Environmental Affairs Division (ENV) review.

iii) After receiving comments from TxDOT-Environmental Affairs Division (ENV) (round one), revise and provide three (3) copies of the draft EA document (V3) will be prepared to TxDOT-Pharr District for TxDOT-Environmental Affairs Division (ENV) resubmittal.

iv) After receiving comments from TxDOT-ENV (round two), revise draft EA document and submit the revised draft to TxDOT-Pharr District for Agency review (V4) (4 copies).

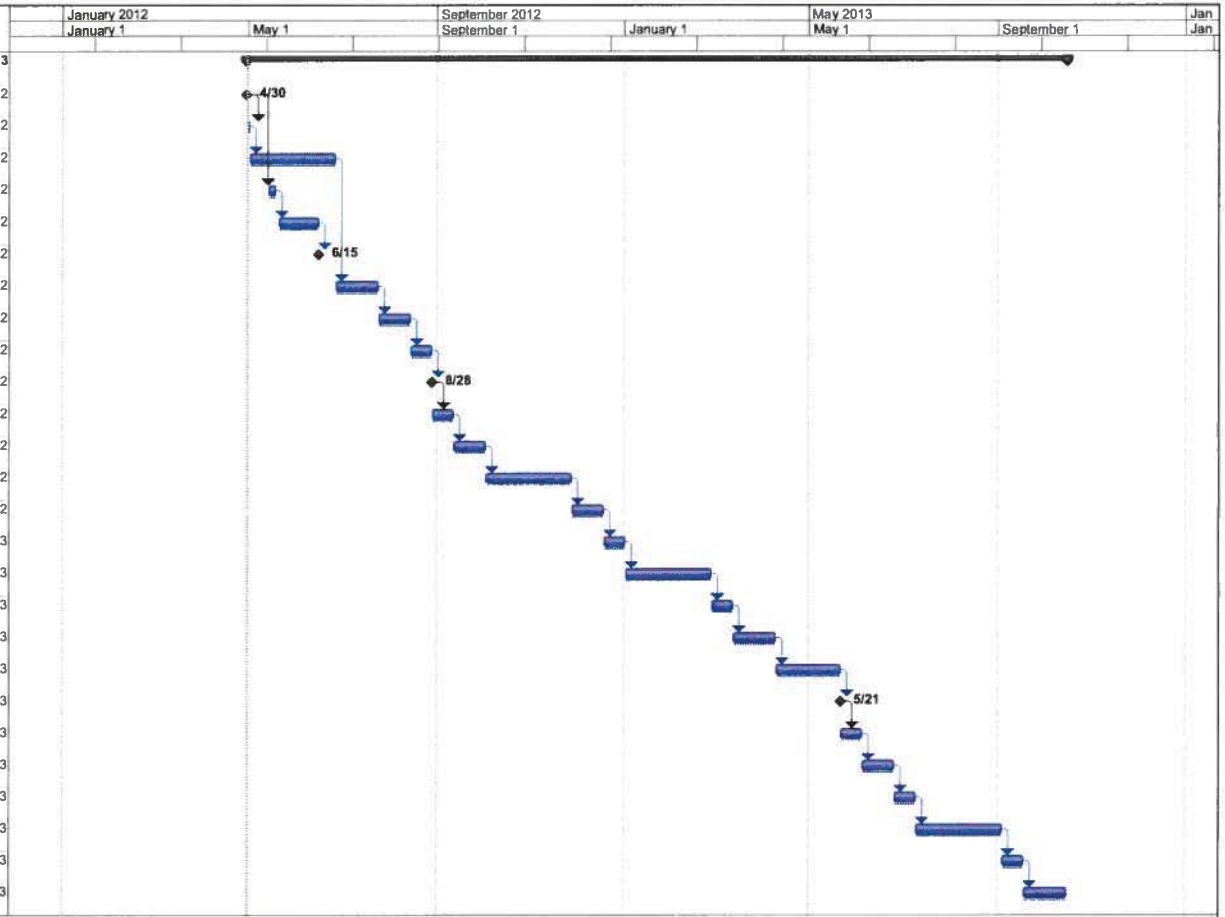
v) Revise Draft EA per agency comments.

vi) Revise draft EA document and submit 6 copies of the Final Draft EA to FHWA (V5).

vii) Revise final draft, if required, and submit 6 copies of the Final EA (V6).

viii) Four copies of the Public Meeting and Public Hearing summary report and one electronic copy in PDF format of the summary report will be delivered to TxDOT-Pharr District.

ID	Task Name	Start	Finish
1	**Environmental Clearance**	**Mon 4/30/12**	**Tue 10/15/13**
2	Notice to Proceed	Mon 4/30/12	Mon 4/30/12
3	Field Visit	Mon 4/30/12	Tue 5/1/12
4	Revise Environmental Assessment (EA)	Wed 5/2/12	Tue 6/26/12
5	Approval of Advertisement for Public Meeting by ENV	Mon 5/14/12	Fri 5/18/12
6	Advertise for Public Meeting, Mock Meeting, etc	Mon 5/21/12	Fri 6/15/12
7	Public Meeting	Fri 6/15/12	Fri 6/15/12
8	Submit EA to District for Review	Wed 6/27/12	Tue 7/24/12
9	Revise EA	Wed 7/25/12	Tue 8/14/12
10	District Review of EA prior to submission to ENV	Wed 8/15/12	Tue 8/28/12
11	Submit Revised EA to ENV	Tue 8/28/12	Tue 8/28/12
12	ENV to review EA	Wed 8/29/12	Tue 9/11/12
13	Revised EA	Wed 9/12/12	Tue 10/2/12
14	EA re-submitted to ENV for Agency Reviews (TPWD, tribal, etc.)	Wed 10/3/12	Tue 11/27/12
15	Revise EA, if necessary	Wed 11/28/12	Tue 12/18/12
16	ENV review of EA prior to submission to FHWA	Wed 12/19/12	Tue 1/1/13
17	EA Submission to FHWA	Wed 1/2/13	Tue 2/26/13
18	Revised EA for FHWA comments	Wed 2/27/13	Tue 3/12/13
19	EA Approval (Satisfactory for further processing)	Wed 3/13/13	Tue 4/9/13
20	Approval for and advertise for Public Hearing (30-day Notice)	Wed 4/10/13	Tue 5/21/13
21	Public Hearing (tentative)	Tue 5/21/13	Tue 5/21/13
22	Comment period closes	Wed 5/22/13	Tue 6/4/13
23	Prepare Summary & Analysis for Public Hearing	Wed 6/5/13	Tue 6/25/13
24	Revise EA and submit back to ENV and FHWA	Wed 6/26/13	Tue 7/9/13
25	Review by ENV and FHWA	Wed 7/10/13	Tue 9/3/13
26	Revise EA for ENV and FHWA comments	Wed 9/4/13	Tue 9/17/13
27	EA submmitted to ENV and FHWA for FONSI Issuance	Wed 9/18/13	Tue 10/15/13



Project: EA Work Schedule For Mile 6
Date: Thu 3/22/12

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

Page 1

Contract No. C-08-227-02-09
Work Authorization No. 1
Supplemental Agreement No. 1

Attachment D
Fee Proposal

Description of Tasks	Principal	Sr. Engineer/Sr. Env Planner	Env. Scientist (Planner)	Env Scientist (Biologist)	Principal Archeologist	GIS	Admin/Clerical	Total Hours	Total Labor
	$193.00	$175.00	$110.00	$100.00	$110.00	$80.00	$60.00		
TASK. SITE VISIT									
Field Visit for NEPA Writer	0	0	16	0	0	0	0	16	$1,760.00
Subtotal	0	0	16	0	0	0	0	16	$1,760.00
TASK. PROJECT MANAGEMENT									
Project set-up, Direct and coordinate the various elements and activities associated with the EA	0	18	0	0	0	0	4	22	$3,390.00
Prepare for and attend one meeting to discuss schematic design & public involvement (1 mtg)	0	4	0	0	0	0	0	4	$700.00
Monthly Invoices and Progress Reports	0	18	0	0	0	0	2	20	$3,270.00
QA/QC EA at draft, agency reviews and FHWA	0	12	0	0	0	0	0	12	$2,100.00
Subtotal	0	52	0	0	0	0	6	58	$9,460.00
TASK. ENVIRONMENTAL ASSESSMENT									
Data Collection	0	0	1	0	0	0	0	1	$110.00
Need and Purpose	0	0	1	0	0	0	0	1	$110.00
Alternatives Analysis									
Process used to develop the project alternatives	0	0	2	0	0	0	0	2	$220.00
Requirements for and benefits of alternatives	0	0	2	0	0	0	0	2	$220.00
Principal Design Requirements	0	0	2	0	0	0	0	2	$220.00
Desired Design Benefits	0	0	2	0	0	0	0	2	$220.00
Environmental Protection and Enhancement Requirements	0	0	2	0	0	0	0	2	$220.00
Alternatives eliminated from detailed study	0	0	2	0	0	0	0	2	$220.00
Detailed description of reasonable alternatives	0	0	1	0	0	0	0	1	$110.00
Objectives of the Project	0	0	2	0	0	0	0	2	$220.00
Environmental analysis and Issues Eliminated from From Further Study	0	0	1	0	0	0	0	1	$110.00
Planning Process	0	0	2	0	0	0	0	2	$220.00
Scoping Process	0	0	2	0	0	0	0	2	$220.00
Public Involvement Process (Summary)	0	0	6	0	0	0	0	6	$660.00
Related Studies and Relevant Documents	0	0	2	0	0	0	0	2	$220.00
Issues studied in detail and Issues eliminated from further study	0	0	3	0	0	0	0	3	$330.00
Subtotal	0	0	33	0	0	0	0	33	$3,630.00
TASK. ISSUES STUDIED IN DETAIL									
ROW and property acquistion	0	0	8	0	0	0	0	8	$880.00
Land Use	0	0	8	0	0	0	0	8	$880.00
Vegetation Impacts	0	0	0	6	0	0	0	6	$600.00
Wildlife	0	0	2	4	0	0	0	6	$620.00
Noise analysis	0	0	32	0	0	0	0	32	$3,520.00
Soils/Farmlands	0	0	8	0	0	0	0	8	$880.00
Threatened and Endangered Species	0	0	0	24	0	0	0	24	$2,400.00
Indirect and Cumulative Analysis	0	0	24	4	0	0	0	28	$3,040.00
Figures (Land use, Vegetation, ICI RSA's)	0	0	8	0	0	40	0	48	$4,080.00
Subtotal	0	0	90	38	0	40	0	168	$16,900.00
TASK. ISSUES ELIMINATED FROM FURTHER DETAIL									
Population and Demographic Characteristics	0	0	8	0	0	0	0	8	$880.00
Environmental Justice, LEP	0	0	1	0	0	0	0	1	$110.00
Public Facilities and Services	0	0	1	0	0	0	0	1	$110.00
Housing	0	0	1	0	0	0	0	1	$110.00
Community Facilities, Community Cohesion	0	0	1	0	0	0	0	1	$110.00
Economic and Employment Impacts/Income	0	0	1	0	0	0	0	1	$110.00
Airway-Highway Clearance	0	0	0	0	0	0	0	0	$0.00
Beneficial Landscaping/Invasive Species	0	0	1	0	0	0	0	1	$110.00
Essential Fish Habitat	0	0	1	0	0	0	0	1	$110.00
Cultural Resources (summarize)	0	0	1	0	2	0	0	3	$330.00
Bicycles and Pedestrians	0	0	1	0	0	0	0	1	$110.00
Section 4(f) Resources	0	0	1	0	0	0	0	1	$110.00
Waters of the U.S., including wetlands, Floodplains, water quality, wild and scenic rivers	0	0	1	0	0	0	0	1	$110.00
Coastal Zone Management	0	0	1	0	0	0	0	1	$110.00
Air Quality CO Modeling	0	0	4	0	0	0	0	4	$440.00
MSAT Analysis	0	0	2	0	0	0	0	2	$220.00
Hazardous Materials (order database and reassess)	0	0	4	0	0	0	0	4	$440.00
Construction Impacts	0	0	1	0	0	0	0	1	$110.00
Visual Impacts	0	0	1	0	0	0	0	1	$110.00
Prepare exhibits (location map, USGS, floodplain, census tract, typs, schematic, etc.)	0	0	1	0	0	8	0	9	$750.00
Appendices (Photos, Technical Reports, etc.)	0	0	2	0	0	0	8	10	$700.00
Acroymns, References, List of Preparers	0	0	1	0	0	0	0	1	$110.00
Subtotal	0	0	36	0	2	8	8	54	$5,300.00
TASK. PREPARATION OF ENVIRONMENTAL DOCUMENTS									
Prepare Draft EA to TEDSI and City (V0) (2 copies) - address any revisions	0	0	4	0	0	0	8	12	$920.00
Prepare Draft EA to TxDOT (V1) (2 copies)	0	0	0	0	0	0	2	2	$120.00
Revisions to Draft EA (per Pharr District)	0	2	32	2	0	8	0	44	$4,710.00
Draft EA to TxDOT ENV (V2) (3 copies)	0	0	0	0	0	0	8	8	$480.00
Revisions per ENV (first submittal)	0	4	32	0	0	6	8	50	$5,180.00
Draft EA to TxDOT ENV (V3) (3 copies)	0	0	2	0	0	0	8	10	$700.00
Revisions per ENV (second submittal)	0	2	16	0	0	0	8	26	$2,590.00
Revisions after Agency Review	0	0	4	0	0	0	8	12	$920.00
Draft EA to FHWA (V4) (4 copies)	0	0	6	0	0	0	8	14	$1,140.00
Revisions after FHWA Review (V5)	0	1	12	0	0	8	8	29	$2,615.00
Revise per Public Hearing	0	0	2	0	0	0	0	2	$220.00
Final Copies (V6) (6 copies)	0	0	2	0	0	0	8	10	$700.00
Subtotal	0	9	108	2	0	22	66	207	$19,375.00
Hour Subtotal (Labor)	**0**	**61**	**283**	**40**	**2**	**70**	**80**	**536**	**$56,425.00**
Cost Subtotal Labor	***$0.00***	***$10,675.00***	***$31,130.00***	***$4,000.00***	***$220.00***	***$5,600.00***	***$4,800.00***		

DIRECT EXPENSES

Item	Qty	Cost
Meals ($35/ea. Assume 2 days 1 people)	2	$70.00
Hotel ($85/night) - 1 people for 1 night	1	$85.00
Lodging Taxes (15% of lodging cost)		$12.75
Copies (8.5" x 11" B&W - $0.10)	5000	$500.00
Copies (8.5" x 11" Color - $0.50)	750	$375.00
Overnight mail delivery ($30 per charge)	8	$240.00
Haz Mat Database	1	$300.00
SUBTOTAL (DIRECT EXPENSES)		**$1,582.75**

RABA-KISTNER ENVIRONMENTAL LUMP SUM FEE PROPOSAL **$58,007.75**

TEDSI INFRASTRUCTURE GROUP LUMP SUM MANAGEMENT FEE PROPOSAL **$5,800.78**

TOTAL LUMP SUM FEE PROPOSAL FOR WORK AUTHORIZATION NO. 1, SUPPLEMENTAL AGREEMENT NO. 1 **$63,808.53**

EXHIBIT "F"

Supplemental Agreement Form

CONTRACT NO. C-08-227-02-09
WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 2

THIS **SUPPLEMENTAL AGREEMENT NO. 2 to WORK AUTHORIZATION NO. 1** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1. Period of Service. This Supplemental Agreement to the Work Authorization is for revision of Attachment C for Supplemental Agreement No. 1 to Work Authorization No. 1 to reflect the Notice to Proceed based on the issuance of the Revised Purchase Order affective August 29, 2012. The revised ***Work Schedule*** is attached hereto as **ATTACHMENT "C"**.

PART 2. Responsibilities and Obligations. This Supplemental Agreement to the Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 3 Acceptance and Approval. This Supplemental Agreement to the Work Authorization is hereby accepted, and approved by Hidalgo Commissioners' Court on _____a indicated below and effective as of __ day of _____, 2012.

No additional cost is associated with Supplemental Agreement No. 2 to Work Authorization No. 1.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Craig F. Stong, (Principal)

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia (County Judge)

ATTEST:

By:_____
Arturo Guajardo Jr., Hidaglo County Clerk

LIST OF ATTACHMENTS:
ATTACHMENT "C" - Work Schedule

Approved As To Form:
Atlas & Hall, LLP

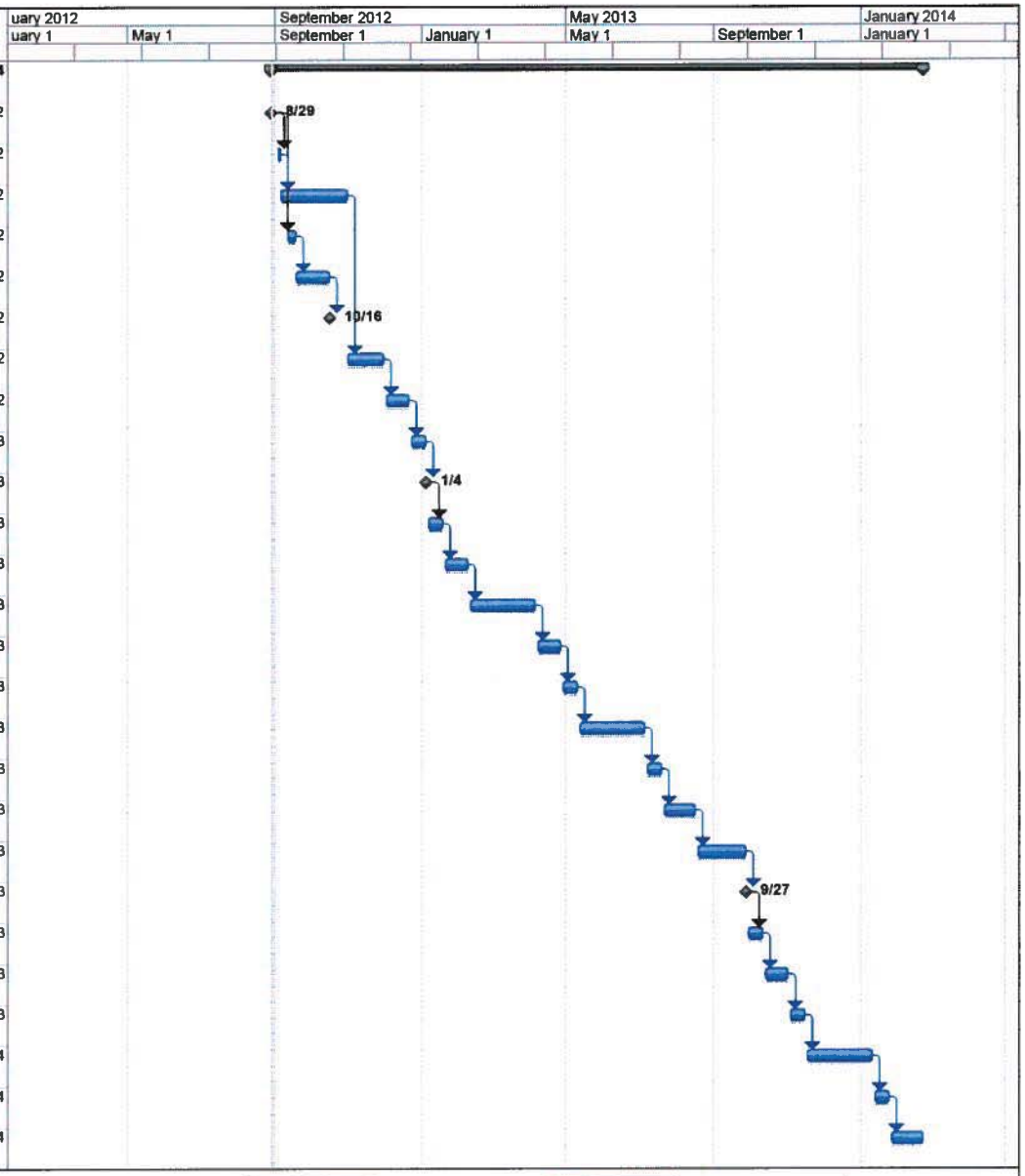
By:_____

TEDSI INFRASTRUCTURE GROUP

ATTACHMENT C
WORK SCHEDULE

CONTRACT NO C-08-227-02-09
SUPPLEMENTAL AGREEMENT NO. 2 TO
WORK AUTHORIZATION NO. 1

ID	Task Name	Start	Finish
1	**Environmental Clearance**	**Wed 8/29/12**	**Fri 2/21/14**
2	Notice to Proceed	Wed 8/29/12	Wed 8/29/12
3	Field Visit	Tue 9/4/12	Wed 9/5/12
4	Revise Environmental Assessment (EA)	Thu 9/6/12	Wed 10/31/12
5	Approval of Advertisement for Public Meeting by ENV	Wed 9/12/12	Tue 9/18/12
6	Advertise for Public Meeting, Mock Meeting, etc	Wed 9/19/12	Tue 10/16/12
7	Public Meeting	Tue 10/16/12	Tue 10/16/12
8	Submit EA to District for Review	Thu 11/1/12	Fri 11/30/12
9	Revise EA	Mon 12/3/12	Fri 12/21/12
10	District Review of EA prior to submission to ENV	Mon 12/24/12	Fri 1/4/13
11	Submit Revised EA to ENV	Fri 1/4/13	Fri 1/4/13
12	ENV to review EA	Mon 1/7/13	Fri 1/18/13
13	Revised EA	Mon 1/21/13	Fri 2/8/13
14	EA re-submitted to ENV for Agency Reviews (TPWD, tribal, etc.)	Mon 2/11/13	Fri 4/5/13
15	Revise EA, if necessary	Mon 4/8/13	Fri 4/26/13
16	ENV review of EA prior to submission to FHWA	Mon 4/29/13	Fri 5/10/13
17	EA Submission to FHWA	Mon 5/13/13	Fri 7/5/13
18	Revised EA for FHWA comments	Mon 7/8/13	Fri 7/19/13
19	EA Approval (Satisfactory for further processing)	Mon 7/22/13	Fri 8/16/13
20	Approval for and advertise for Public Hearing (30-day Notice)	Mon 8/19/13	Fri 9/27/13
21	Public Hearing (tentative)	Fri 9/27/13	Fri 9/27/13
22	Comment period closes	Mon 9/30/13	Fri 10/11/13
23	Prepare Summary & Analysis for Public Hearing	Mon 10/14/13	Fri 11/1/13
24	Revise EA and submit back to ENV and FHWA	Mon 11/4/13	Fri 11/15/13
25	Review by ENV and FHWA	Mon 11/18/13	Fri 1/10/14
26	Revise EA for ENV and FHWA comments	Mon 1/13/14	Fri 1/24/14
27	EA submmitted to ENV and FHWA for FONSI Issuance	Mon 1/27/14	Fri 2/21/14



Project: EA Work Schedule For Mile 6W
Date: Wed 8/29/12

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
10999 IH-10 West ♦ Suite 320 ♦ San Antonio, Texas 78230
Tel: (210) 858-0610
Fax: (210) 641-5245

Letter of Transmittal

TO:
Ms. Vangie Garcia
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539

DATE: 8-30-12

REF.: Mile 6 West

TEDSI PROJECT NO.: 2009-1032-01

TRANSMITTED:

☒ For Your Use	☐ Please comment	☐ Approved as Noted
☐ As Requested	☐ Reply ASAP	☐ As Noted Below

VIA:

☐ US Mail	☐ Courier	☒ Hand Carry
☐ E-Mail	☐	

COPIES	DESCRIPTION
3	Original TEDSI Supplemental Agreement No. 2 to Work Authorization No. 1

REMARKS:

Received By _____ Date _____

Signed: _____
Craig F. Stong, P.E.

If enclosures are not as stated, please notify us.

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 05, 2012 5:12 PM
To: 'Evangelina Garcia'
Subject: FW: Supplemental No. 2-TEDSI Infrastructure

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, September 05, 2012 3:05 PM
To: 'Martha Salazar'
Subject: RE: Supplemental No. 2-TEDSI Infrastructure

It is OK.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 05, 2012 2:16 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Supplemental No. 2-TEDSI Infrastructure
Importance: High

Mr. Crain:
Please read below and thereafter review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, September 05, 2012 2:01 PM
To: 'Martha Salazar'
Subject: Supplemental No. 2-TEDSI Infrastructure

Marty:
Please forward to Mr. Crain the attached information for his review as to form the "Supplemental Agreement No. 2" in connection to an existing contract with TEDSI Infrastructure for Precinct One.

I am attaching the approved agenda item on "Supplemental Agreement No. 1" as approved by Commissioners Court back on May 22, 2012. There was some delay in obtain the required signature from Precinct One back then which in turn affected the "Notice To Proceed" date as referenced on the "Attachment C" of Supplemental No. 1.

I am now needing to place Supplemental No. 2 (see attachment) so as to allow the "Notice To Proceed" date on the revised Attachment "C" of Supplemental No. 2 to reflect the date the revisions were made to the existing purchase order accordingly since it is a joint venture between Hidalgo County and TXDOT.

Need legal's approval so as to attach to the agenda item.

Thank you

VANGIE Y. GARCIA, CONTRACT'S MANAGER
HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. BUSINESS HWY. 281
NEW ADMINISTRATION BUILDING

AI-33963 **Purchasing Department 19. C. 1.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute an "On Call" professional engineering services contract with Raba Kistner Consultants Inc. for, "Construction Material Testing for All Projects" for Precinct No. 2 as approved for negotiations on

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-006-0-731

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

BUDGETARY IMPACT:

Avail. Bal. $41,898.74

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/29/2012 05:12 PM
Budget & Management	Merlen P. Munoz	08/30/2012 09:00 AM
Auditor's Office	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Rocio Villarreal Started On: 08/29/2012 04:37 PM

Final Approval Date: 09/07/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-12-212-09-11

THIS AGREEMENT is made effective the 11th day of September, 2012 by and between **HIDALGO COUNTY, TEXAS,** ("County") and **RABA-KISTNER CONSULTANTS, INC.**, a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is responsible for providing geo technical and construction materials testing services (the "Services") for "Hidalgo County Precinct No. 2 Projects;" **(ON AN AS NEEDED BASIS)**

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. **Subcontracting and Assignment.** The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. **Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. **Insurance.** Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. **Payment of Franchise Tax.** The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. **No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. **Conflict.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Laboratory:	Raba-Kistner Consultants, Inc. Attn: Mr. Martin Vila, P.E., F.A.S.C.E., Sr Vice President 800 E Hackberry McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

25. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

26. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

28. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

LABORATORY:
Raba-Kistner Consultants, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 27, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"*Professional Engineering Services-Geotechnical and Construction Materials Testing Pool*"
RFQ NO: 2012-003-01-18-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet. **All forms must be properly completed and submitted your response** in order to be considered responsive and qualified.

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
RFQ NO: 2012-003-01-18-SMA

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 27, 2011
Date

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

Acceptance Due Date: **January 18, 2012**

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

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) *"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ-2012-003-01-18-SMA-"HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 18, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

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

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents

are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY** (Including all funding sources, programs, and entities) ***Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",***

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 18 , 2012**
Award of Contract:	2012
Commence Work or Deliver Products:	2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	**12/30/11 and 01/02/12**
Martin Luther King Day	**01/16/12**
President's Day	**02/20/12**
Good Friday	**04/06/12**
Easter	**04/09/12**
Memorial Day	**05/28/12**
Independence Day	**07/04/12**
Labor Day	**09/03/12**
Columbus Day	**10/08/12**
Veteran's Day	**11/12/12**
Thanks Giving Day	**11/22/12 and 11/23/12**
Christmas Day	**12/24/12 and 12/25/12**

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

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

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

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

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

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a

member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539—Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

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

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUIREMENTS

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2012 and ending February 8, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICES GEOTECHNICAL and CONSTRUCTION MATERIALS TESTING POOL" RFQ NO: 2012-003-01-18-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

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

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

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

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

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

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

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

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 10, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 13, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

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

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

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

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories may (Refer to Exhibit "C") add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing

d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III
SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**
The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**
The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT -"A"

SCHEDULE OF SERVICES and RELATED FEE'S

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only
Refer back to requirements page 8, negotiations process

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ _____ / Hour
02	Surveying and Sampling Soils for Highways	$ _____ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ _____ / Hour
04	HMA Level 1-A Certified Technician	$ _____ / Hour
05	HMA Level 1-B Certified Technician	$ _____ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, tin meter, thermometer	$ _____ / Hour
07	ACI Certified Field Grade II Technician	$ _____ / Hour
08	Geotechnical Engineer, P.E.	$ _____ / Hour
09	Geotechnical Engineer, E.I.T.	$ _____ / Hour
10	Secretarial, Report Preparation and Reporting	$ _____ / Hour
11	Logger (In Conjunction with Engineer)	$ _____ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$_____ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$_____ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost +____%
15	Barge Mobilization and Rental	Cost +____%
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ _____ / Foot
17	Borings in Soft Rock	$ _____ / Foot
18	Rock Coring	$ _____ / Foot
19	Standby Time (Drill Rig and Crew)	$ _____ / Foot
20	Grout/ Bentonite Backfill	$ _____ / Foot
21	Dozer/ Clearing Cost	Cost +____%
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost +____%
24	All Other Outside Expenses	Cost +____%

SAMPLE

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

NO.	DESCRIPTION	UNIT COST
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$_____/Day
26	Laptop Computer Rental (w/ Printer)	$_____/Wk
27	Laptop Computer Rental (w/ Printer)	$_____/Mo.
28	Concrete Beam Breaker	$_____/Day
29	Concrete Beam Breaker	$_____/Wk
30	Concrete Beam Breaker	$_____/Mo.
31	Vacuum Extractor	$_____/Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + ____%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	SOILS SECTION	
Tex-100-E	Surveying and Sampling Soils for Highways	$_____Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$_____Ea
Tex-104-E	Determination of Liquid Limit of Soils	$_____Ea
Tex-105-E	Determination of Plastic Limit of Soils	$_____Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$_____Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$_____Ea
Tex-108-E	Determination of Specific Gravity of Soils	$_____Ea
Tex-110-E	Part I Sieves thru 40	$_____Ea
	Part II Sieves thru 200	$_____Ea
	Additional Sieves	$_____Ea
Tex-111-E	Minus 200 Sieve Analysis	$_____Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$_____Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$_____Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method) Disturbed Soils and Base Materials (Part II)	$_____Ea $_____Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$_____Ea
Tex-128-E	Determination of Soil pH	$_____Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$_____Ea
	HOT MIX SECTION	
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$_____Ea

DRAFT

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$_____Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$_____Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$_____Ea
Tex-203-F	Sand Equivalent Test	$_____Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$_____Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$_____Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$_____Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$_____Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$_____Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$_____Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	$_____Ea $_____Ea
Tex-224-F	Determination of Falkiness index	$_____Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$_____Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	$_____Ea $_____Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$_____Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$_____Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$_____Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$_____Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$_____Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$_____Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$_____Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$_____Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$_____Ea

SAMPLE

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$_____Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$_____Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$_____Ea
Tex-460-A	Determination of Crushed Face Particle Count	$_____Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$_____Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$_____Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

EVALUATION CRITERIA & EVALUATION FORM

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County-

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County-

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE — DATE (MM/DD/YY)

PRODUCER	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	INSURER A:
	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 THER 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	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC / AGG	$ / $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners=Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners=Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department=s Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department=s Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

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

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

VENDOR'S APPLICATION

&

W-9 FORM

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American ☐ Native American
☐ Hispanic American ☐ Women
☐ Asian Pacific American ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
RFQ NO: 2012-003-01-18-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____
Signature Date

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.3 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT "C"

LABORATORY'S RATES

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
Construction Materials Engineering and Testing Services

ALKALI-SILICA REACTIVITY

REFERENCE	LABORATORY SERVICES			
ASTM C 1260	Potential Alkali Reactivity of Aggregate Mortar Bar Method			
	Fine Aggregate	UKFA	$ 638.00	/ea
	Coarse Aggregate	UKFF	$ 888.00	/ea
ASTM C 1260	Concrete Mix Design			
	Initial Mix with Two Components	UKFG	$ 888.00	/ea
ASTM C 1567	Concrete Mix Design			
	Initial Mix with Multiple Components	UKFK	$ 1,244.00	/ea
ASTM C 1012	Lengh Change of Hydraulic-Cement Mortars Exposed to a Sulfate Solution	UKFI	$ 1,567.00	/ea
ASTM C 227	Potential Alkali Reactivity of Cement-Aggregate Combinations Mortar Bar Method	UKFB	$ 567.00	/set
ASTM C 1293	Concrete Aggregates by Determination of Length Change of Concrete Due to Alkali-Silica Reaction	UKFC	$ 1,773.00	/ea
ASTM C 441	Effectiveness of Mineral Admixtures on Ground Blast Furnace Slag in Preventing Excessive Expansion of Concrete Due to Alkali-Silica Reaction	UKFD	$ 946.00	/mix

APARTMENT STRUCTURAL OBSERVATION

FIELD SERVICES

Shear Wall Anchorages	Q430	$ 73.00	/hr
Shear Wall Hurricane Straps	Q431	$ 73.00	/hr
Shear Wall Nailing Patterns	Q432	$ 73.00	/hr
Interior and Exterior Shear Walls	Q433	$ 73.00	/hr
Roof Trusses	Q434	$ 73.00	/hr
Floor Truss Framing	Q435	$ 73.00	/hr

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
Construction Materials Engineering and Testing Services

ASPHALTIC CONCRETE

REFERENCE	FIELD SERVICES			
ASTM D 75	Sampling Raw Materials of Composite Mix Technician Time	QT00	$ 46.00	/hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature Technician Time	Q401	$ 55.00	/hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination Technician Time	Q419	$ 55.00	/hr
ASTM D 2950	Nuclear Density Test with Inspection	Q0R5	$ 15.30	/ea
	Nuclear Density Test	Q0M0	$ 19.75	/ea
	Coring (See Coring Fee Schedule)			

REFERENCE	LABORATORY SERVICES			
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete	UBMH	$ 265.00	/ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	UBMF	$ 135.50	/ea
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens Hveem or Marshall	UBW3	$ 59.50	/set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test	UBJ0	$ 59.50	/set
	a) Molded Specimen	UBW3	$ 59.50	/set
	b) Asphalt Core (Technician Time)	Q411	$ 46.00	/hr
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test Hveem or Marshall (Hand Compactor)	UB6L	$ 63.00	/set
	Hveem (Gyro Compactor)	UB6Q	$ 81.00	/set
Asphalt Institute Manual and TxDot; Mix Designs	Corp of Engineers or FAA	QWZW	$ 2,073.00	/ea
	TxDOT Quality Control/Quality Assurance	QWZX	$ 2,073.00	/ea
	TxDOT CMHB	UKV0	$ 2,945.00	/ea
	TxDOT Calibration Mix and Pans	WC1N	$ 346.00	/ea
	TxDOT Black Base Design, Item 345	WC1P	$ 1,553.00	/ea

ASPHALTIC CONCRETE (Continued)

REFERENCE	LABORATORY SERVICES			
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	UB4B	$ 54.50	/ea
TxDOT, TEX-203-F; ASTM D 2419	Sand Equivalent Test	UPL0	$ 84.00	/ea
AASHTO TP 33	Fine Aggregate Angularity	WCNC	$ 53.00	/ea
ASTM D 4791-95	Flat and Elongated Particles	UB6B	$ 53.00	/ea
TxDOT, TEX-201-F; ASTM C 127	Specific Gravity (Coarse or Fine Aggregate)	UB5B	$ 45.00	/ea
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate)	UBAB	$ 65.00	/ea
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test)			
	Preparation Time	U002	$ 51.00	/hr
	a) Magnesium - 5 Cycle	UB3S	$ 524.00	/ea
	b) Sodium - 5 Cycle	UB3T	$ 467.00	/ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test)			
	Los Angeles Abrasion Test (Small or Large Coarse Aggregat	UQR0	$ 203.00	/ea
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR)	VREA	$ 6,405.00	/ea
TxDOT, TEX-227-F; ASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)	UBS0	$ 97.00	/ea
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensitivity Test (Tensile Strength Ratio Test)			
	with Freeze/Thaw	VRE0	$ 555.00	/ea
	without Freeze/Thaw	VRD0	$ 434.00	/ea
TxDOT, Item 3157	Cold Processed - Recycled Paving Material (RPM)			
	Mixture Design	2UB6S	Upon Request	
	Mixture Verifiction (QC) Strength, Stability (Hveem, Modified Marshall)	2UB6R	$ 817.00	/set
TxDOT, TEX-126-E	Molding and Strength	2UB61	$ 397.00	/set
TxDOT, TEX-208-F (Modified)	Molding and Hveem	UB62	$ 151.00	/set
ASTM D 1559	Molding and Marshall	UB63	$ 141.00	/set
TxDOT, TEX-103-E	Molded Moisture Content	2UQV0	$ 12.00	/ea
TxDOT, TEX-461-A (2005); ASTM D 6928-10	Micro-Deval Abrasion	2UL24	$ 253.00	/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
Construction Materials Engineering and Testing Services

BLAST MONITORING

REFERENCE	FIELD SERVICES			
USBM	The Following Rates Include Travel Time Charges and Technician Time Charges			
	Hourly Rate	Q437	$ 73.00	/hr
	If Frequency Analysis is Required, R-K Needs to be Notified at Least 3-Days in Advance of Blast Monitoring			
	Seismic Equipment Rental (Minimum of 1 Per Month)		Cost + 15%	
	Technician Time	Q437	$ 73.00	/hr
	Materials Engineer	TS		/hr

BRICK

REFERENCE	FIELD SERVICES			
	Masonry Observations	Q410	$ 58.50	/hr

REFERENCE	LABORATORY SERVICES			
ASTM C 62	Compressive Strength			
	Preparation Time	U002	$ 50.00	/hr
	Saw Cut (If Required)	UL21	$ 1.15	/sq.in.
	Compressive Strength Testing of Standard Size Specimens	UFH0	$ 29.75	/ea
	Initial Rate of Absorption (Lab)	UFAM	$ 133.00	/ea
	Absorption Test	UFA0	$ 38.00	/ea
	Modulus of Rupture (Standard Size)	UEA1	$ 263.00	/set
	Freeze/Thaw	VGLV	$ 394.00	/set
	Efflorescence	UEA2	$ 391.00	/set
	Breaking Load	UEA4	$ 213.00	/set

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
Construction Materials Engineering and Testing Services

BUILT-UP ROOFING

REFERENCE	FIELD SERVICES			
	Observation by Materials Technician During Installation Including Verification of Materials, Asphalt Application Rates, Proper Lapping of Felt Material, Proper Insulation and Quantity of Aggregate	Q410	$ 59.00	/hr
REFERENCE	**LABORATORY SERVICES**			
	Sample Testing and Analysis Including Determining Number of Felt Paper Plies, Weight of Interply Layers of Bituminous Material, Weight of Flood Coat and Weight of Aggregate Surface Materials, and Photographs of Each Item (Sampling by Others)			
ASTM D 3617	a) New Roofs Prior to Application of Flood Coat and Aggregate Surfacing	UND6	$ 467.00	/sample
ASTM D 2829	b) Existing Roofs	UNE5	$ 530.00	/sample
	ROOF SURVEYS			
	Nuclear Gauge In-Place Moisture Measurements at 10-ft. Centers	Q420	$ 59.00	/hr
	Moisture Plume Identification	Q420	$ 59.00	/hr
	Roof Layout with Moisture Readings	Q420	$ 59.00	/hr

CEMENT TREATED BASE / SUBGRADE

REFERENCE	FIELD SERVICES			
PCA	Sampling Raw Materials for Mix Verification Technician Time	QT00	$ 46.00	/hr
	Sampling Contractor Processed Material Technician Time	QT00	$ 46.00	/hr
REFERENCE	**LABORATORY SERVICES**			
PCA	Molding Controlled Processed Material	VST5	$ 73.25	/ea
PCA	Unconfined Compressive Strength Testing	VSGR	$ 33.75	/ea
ASTM D 559; ASTM D 560	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles) Wet Dry/Freeze Thaw	VS90	$ 638.00	/set
TxDOT, TEX-120-E	Cement Series Curve Determination Including Five Atterberg Limits	VSRS	$ 454.00	/ea
	Mix Design			
PCA TxDOT, TEX-120-E	Mix Design - Cement Treated Base (Does Not Include Durability)	VSRR	$ 1,268.00	/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
Construction Materials Engineering and Testing Services

CHEMICAL ADMIXTURE

REFERENCE	LABORATORY SERVICES			
ASTM C 494	Residue on Oven Drying	UK1V	$ 38.00	/ea
ASTM C 494	pH	UK0W	$ 18.00	/ea
ASTM C 494	Specific Gravity by Hydrometer	UK58	$ 21.00	/ea
ASTM C 403	Setting Time by Hydraulic Penetrometer	UKNY	$ 126.00	/ea
ASTM C 494	Admixture Certification Program	UKFE	Upon Request	
ASTM C 260	Admixture Certification Program	UKFE	Upon Request	

CONCRETE

REFERENCE	FIELD SERVICES			
ASTM C 31; ASTM C 172; ASTM C 143	Sampling Concrete to Conduct Slump Tests, Measure Concrete Temperature, Cast Test Specimens and Transport Test Specimens to Laboratory Next Day			
	Technician Time	QT00	$ 46.00	/hr
	Pick-Up of Test Specimens	Q055	$ 46.00	/hr
	Standby Time	Q600	$ 46.00	/hr
ASTM C 39; ASTM C 617	Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling)			
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4)	QFXE	$ 14.50	/ea
	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)	QNL0	$ 26.50	/ea
	c) "Hold" Cylinder (Additional Charge)	QGP0	$ 9.75	/ea
	d) "Strip" Cylinder (Additional Charge)	QGY0	$ 12.50	/ea
	e) Compressive Strength – 2"x2" Cubes (Min. of 3)	QFXG	$ 17.00	/ea
	f) Compressive Strength – Grout Prizms (Min. of 3)	QFXG	$ 17.00	/ea
	g) Dry Density - Concrete Cylinder	QGMH	$ 47.75	/ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)	QMXC	$ 42.00	/ea
	Air Content (In Conjunction with Sampling)			
ASTM C 231	a) Pressure	QBT0	$ 27.00	/ea
ASTM C 173	b) Volumetric	QB40	$ 35.50	/ea
AASHTO T 199	c) Chase	QBE0	$ 16.50	/ea
ASTM C 138	Unit Weight	QX00	$ 30.50	/ea
ASTM C 143	Additional Slump Test	QGWA	$ 21.50	/ea
ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time			
	Technician Time	Q422	$ 55.00	/hr
ACI 311; ACI 304	Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens			
	Technician Time	Q422	$ 55.00	/hr

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
Construction Materials Engineering and Testing Services

REFERENCE	LABORATORY SERVICES				
ACI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders (Physical Properties Not Included)	VUR0	$	320.00	/ea
ACI 211.1 (303.R)	Architectural Mix Design	VAR0	$	358.00	/ea
ACI 211.2	Lightweight Structural Mix Design	VLR0	$	336.00	/ea

REFERENCE	LABORATORY SERVICES				
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	VMVT	$	358.00	/ea
ASTM C 1202	Chloride Ion Permeability	QAOA	$	284.00	/set
ASTM C 39	Cylinder Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	VGGK	$	29.00	/ea
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	VT5B	$	49.00	/ea
ASTM C 666	Freeze-Thaw Test	VGLV	$	394.00	/set
ASTM C 469	Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)	VGJB	$	90.00	/ea
ASTM C 803	Windsor Probe (includes Surface Preparation)	VGLW	$	93.00	/hr
ASTM C 805	Schmidt Rebound Number	VGLX	$	93.00	/hr
ASTM C 157	Length Change of Mortar or Concrete	VGNN	$	312.00	/set

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
Construction Materials Engineering and Testing Services

CONCRETE AGGREGATES

REFERENCE	FIELD SERVICES				
ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time	QT00	$	46.00	/hr
REFERENCE	**LABORATORY SERVICES**				
ASTM C 566	Moisture Content	UQV0	$	9.75	/ea
ASTM C 29;	Unit Weight (Coarse or Fine)				
	a) Loose	UH9N	$	39.00	/ea
	b) Rodded	UH9N	$	39.00	/ea
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	UB5B	$	45.00	/ea
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	UBMI	$	62.00	/test
	Absorption				
ASTM C 127;	a) Normal Weight Aggregate (Coarse or Fine)	UHAQ	$	27.00	/ea
ASTM C 128; TxDOT, TEX-201-F	b) Lightweight Aggregate (Coarse)	UHAP	$	27.00	/ea
ASTM C 136;	Sieve Analysis (Dry) for ASTM C 33 Specification				
TxDOT, TEX-401-A	a) Coarse, Per Sample	UH4J	$	48.00	/ea
	b) Fine, Per Sample	UH4K	$	55.00	/ea
ASTM C 117; TxDOT, TEX-406-A	Amount Finer Than No. 200 (Decantation)	UH17	$	53.00	/ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	UQR0	$	203.00	/ea
ASTM C 88;	Sulfate Soundness (Time and Test)				
TxDOT, TEX-411-A	Preparation Time	U002	$	51.00	/hr
	a) Magnesium - 5 Cycle	UB3S	$	524.00	/ea
	b) Sodium - 5 Cycle	UB3T	$	467.00	/ea
ASTM C 117; ASTM C 29; ASTM C 127; ASTM C 128; ASTM C 136; ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A	Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size)				
	Conducted in Conjunction with Concrete Mix Design	VGR3	$	152.50	/ea
	Conducted Separate from Concrete Mix Design	VG03	$	199.00	/ea

CONCRETE AGGREGATES (Continued)

ASTM C 40; TxDOT, TEX-408-A	Organic Impurities	UH0U	$	41.00	/ea
REFERENCE	**LABORATORY SERVICES**				
ASTM C 2419; TxDOT, TEX-203-F	Sand Equivalent Values	UPL0	$	84.00	/ea
ASTM C 142	Clay Lumps and Friable Particles	UHG0	$	60.00	/ea
ASTM C 641	Staining Materials in Lightweight Concrete Aggregate	UH7P	$	60.00	/ea
ASTM D 3042	Acid Insoluble Residue	UHB0	$	185.00	/ea
TxDOT, TEX 461-A	Micro-Deval Abrasion	UL24	$	253.00	/ea

CONCRETE MASONRY UNITS

REFERENCE	**FIELD SERVICES**				
	Masonry Observation	Q515	$	58.50	/hr
REFERENCE	**LABORATORY SERVICES**				
ASTM C 140	Compressive Strength Test				
	Compressive Strength Test	UEH0	$	69.25	/ea
	Absorption Test	UEA0	$	47.75	/ea
ASTM C 426	Drying Shrinkage of Concrete Block	UEK1	$	505.00	/pair
ASTM C 1314	Compressive Strength CMU Prism	QMPT	$	213.00	/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
Construction Materials Engineering and Testing Services

CORING

REFERENCE	FIELD SERVICES			
ASTM C 42; ACI 318	Technician Time and Equipment			
	a) One Man	Q412	$ 54.75	/hr
	b) Two Men	Q413	$ 94.50	/hr
	c) Reinforcing Steel Detector	QK0N	$ 34.75	/day
	d) Coring Rig	QKJY	$ 105.75	/day
	e) Generator	QK0Z	$ 89.25	/day
	Bit Wear			
	a) Limestone Aggregate	QD0L	$ 4.25	/in.-in.
	b) Quartz Aggregate (River Gravel)	QDU0	$ 4.95	/in.-in.
REFERENCE	**LABORATORY SERVICES**			
ASTM C 42	Sawed Ends for Compressive Strength Tests			
	a) Limestone Aggregate	UL20	$ 1.15	/sq.in.
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	Compressive Strength of Concrete Cores Includes Measurements, Capping and Testing	QFXF	$ 22.50	/ea
	Report Photographs		Cost +15%	
	Laboratory Air-Dried Unit Weight	QXAF	$ 15.80	/ea

DRILLED-AND-UNDERREAMED PIERS

REFERENCE	FIELD SERVICES			
	This Service is Provided to Observe and/or Record the Following Items:			
ACI 336.1	a) Specification Dimensions of Shaft and Bell			
	b) Identification of Foundation Bearing Stratum			
	c) Cleanliness of the Pier Excavation Bottom			
	d) Size, Grade, Length, Concrete Cover and Orientation of Reinforcing Steel			
	e) Consistency of Concrete Placed in the Pier			
	Technician Time			
	a) Hourly	BQ410	$ 58.50	/hr
	Cylinders Cast in Conjunction with Observation	QFXE	$ 14.50	/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
Construction Materials Engineering and Testing Services

FLY ASH

REFERENCE	LABORATORY SERVICES			
ASTM C 311	Moisture Content	UQV0	$ 12.00	/ea
ASTM C 311	Loss of Ignition	WCU0	$ 34.00	/ea
ASTM C 311	Available Alkalies	WCE0	$ 100.00	/ea
ASTM C 430	Fineness, No. 325 Sieve Analysis	WCN9	$ 62.00	/ea
ASTM C 311	Soundness, Autoclave	WCD0	$ 224.00	/ea
ASTM C 311	Pozzolanic Activity; Portland Cement	WCXF	$ 382.00	/ea
ASTM C 311	Pozzolanic Activity; Lime	WCXR	$ 160.00	/ea
ASTM C 311	Increase of Drying Shrinkage of Mortar Bar	WCKU	$ 291.00	/ea
ASTM C 618	ASTM C 618 Chemical Analysis	WCCG	$ 369.00	/ea
ASTM C 618	ASTM C 618 Physical Analysis	WCCW	$ 899.00	/ea
ASTM C 595	Water-Soluble Fraction	WC5E	$ 44.00	/ea
ASTM C 188	Specific Gravity	UK50	$ 62.00	/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
Construction Materials Engineering and Testing Services

GROUND PENETRATING RADAR (GPR) SERVICES

REFERENCE	FIELD SERVICES				
ASTM D 6432	The following Rates Include Travel Time Charges and Technical Time Charges				
	Hourly Rate	Q402	$	58.50	/hr
	GPR Equipment	QQ80M	$	520.00	/day
	Materials Engineer	TS			/hr

LIME

REFERENCE	FIELD SERVICES				
National Lime Association	Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth				
	Technician Time	Q402	$	57.50	/hr

REFERENCE	LABORATORY SERVICES				
ASTM D 422; TxDOT, TEX-101-E, Pt. II	Sieve Analysis of Pulverized Materials for Gradation Compliance	UQ4X	$	64.50	/ea
ASTM D 4318; TxDOT, TEX-112-E	Lime Series Curve Determination Including Five Atterberg Limits	VSPN	$	385.00	/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
Construction Materials Engineering and Testing Services

PORTLAND CEMENT

REFERENCE	LABORATORY SERVICES			
ASTM C 183	Standard Method of Sampling Hydraulic Cement	U005	$ 51.00	/hr
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)	Q403	$ 26.00	/ea
ASTM C 185	Air Content of Hydraulic Cement Mortar	WHAU	$ 54.00	/ea
ASTM C 266; ASTM C 191	Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles	WHIN	$ 59.00	/ea
ASTM C 151	Autoclave Expansion of Portland Cement	WHD0	$ 213.00	/ea
ASTM C 187	Normal Consistency of Hydraulic Cement	WHWH	$ 54.00	/ea
ASTM C 188	Specific Gravity of Hydraulic Cement	UR50	$ 62.00	/ea
ASTM C 430	Fineness of Hydraulic Cement by the No. 325 Sieve	WCN9	$ 62.00	/ea
ASTM C 451	Early Stiffening of Portland Cement (Paste Method)	WHM0	$ 54.00	/ea
ASTM C 114	Chemical Analysis	WHBG	$ 391.00	/ea
ASTM C 91	Water Retention of Masonry Cement	WH52	$ 100.00	/ea
ASTM C 150	Chemical Analysis	WHBG	$ 391.00	/ea
	Physical Analysis	WHBW	$ 778.00	/ea

PRECAST CONCRETE PLANT OBSERVATION

REFERENCE	FIELD SERVICES			
PCI MNL-117	Plant Observation - To Verify Compliance with the Project Specifications and Fabrication Drawings to Maintain Consistent Workmanship			
	Materials Engineer		$ 148.50	/hr
	Technician Time	Q423	$ 58.50	/hr
	Cylinders	QFXE	$ 14.50	/ea
	Job-Site Erection Observation			
	Technician Time	Q423	$ 58.50	/hr

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
Construction Materials Engineering and Testing Services

SOILS

REFERENCE	FIELD SERVICES				
ASTM D 75	Sampling Subgrade, Fill or Base				
	Technician Time	QT00	$	46.00	/hr
	In-Place Moisture-Density Tests				
	Technician Time	QT00	$	46.00	/hr
ASTM D 2922	Nuclear Density	Q0M0	$	19.75	/ea
ASTM D 2167; ASTM D 1556	Volumetric Density (Sand Cone or Balloon)	QUM0	$	74.50	/ea
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage)				
	Technician Time (Hourly Rate)	QT00	$	46.00	/hr
	Proof Rolling Observation	QT04	$	46.00	/hr
ASTM D 2922	Nuclear Density Tests with Observation	Q0R0	$	15.30	/ea
REFERENCE	**LABORATORY SERVICES**				
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	UQV0	$	9.75	/ea
	Atterberg Limits				
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	VRBG	$	78.25	/ea
	Shrinkage Limit in Conjunction with Atterberg Limits				
ASTM D 427	a) Volumetric	WK2T	$	108.25	/ea
	b) Linear (TxDOT, TEX-107-E)	WK2T	$	108.25	/ea
ASTM D 422;	Sieve Analysis				
TxDOT, TEX-101-E;	a) Washed Through No. 40 (Up to 5 Sieves)	WKR5	$	53.00	/ea
TxDOT, TEX-110-E	b) Washed Through No. 200 (Up to 4 Sieves)	WKR4	$	87.75	/ea
	c) Additional Sieves	WKRB	$	12.25	/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	WKR8	$	53.00	/ea
	Moisture-Density Relationship				
	Preparation Time	U001	$	49.00	/hr
ASTM D 698; ASTM D 1557	ASTM	VRSF	$	214.75	/ea
AASHTO T 99; AASHTO T 180	AASHTO	VRSF	$	214.75	/ea
TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	VRSQ	$	254.50	/ea
MIL STD CE 55A	Corps of Engineers	VRSQ	$	254.50	/ea
ASTM C 131; ASTM D 535	Los Angeles Abrasion (Time and Test)	UQR0	$	203.00	/ea

SOILS (Continued)

REFERENCE	LABORATORY SERVICES			
ASTM D 1883	California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens	VRF1	$ 840.25	/set
	Each Additional Specimen	VRFD	$ 193.75	/ea
TxDOT, TEX-117-E	TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens			
	Part I	VR62	$ 1,424.00	/set
	Part II	VR63	$ 1,306.00	/ea
	Each Additional Specimen	VR6D	$ 160.00	/ea
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	UQ50	$ 87.75	/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	WKRQ	$ 290.25	/ea
ASTM D 2166	Unit Weight	QX00	$ 30.25	/ea
TxDOT, TEX-116-E	Wet Ball Mill	WK60	$ 220.00	/ea
TxDOT, TEX-107-E	Shrinkage Limit	WK2T	$ 108.25	/ea
	Water Content and Visual Classification	W050	$ 13.75	/ea
	Unconfined Compression (includes unit dry weight)			
	a) Soil Shelby Tube Specimens	VP7L	$ 46.00	/ea
	b) Rock Core Specimens	VN7L	$ 50.00	/ea
	(1) Sawed Specimen Ends	UL21	$ 11.50	/end
	Triaxial Compression			
	a) Unconsolidated-Undrained, Per Specimen	W046	$ 85.00	/ea
	b) Unconsolidated-Undrained, Multistage	WF46	$ 296.00	/ea
	Direct Shear			
	a) Unconsolidated-Undrained	WKI6	$ 235.00	/ea
	a) Consolidated-Drained (Sand)	WIIE	$ 497.00	/ea
	Consolidation without Hysteresis Loop (Not Including Specific Gravity)	WKH0	$ 612.00	/ea
	Consolidation with Hysteresis Loop (Not Including Specific Gravity)	WDG0	$ 731.00	/ea
	Swell Test			
	a) Method "A"	WL0Y	$ 1,082.00	/ea
	b) Method "B"	WL0M	$ 190.00	/ea
	b) Method "C"	WL0P	$ 1,298.00	/ea
	d) Modified Method "B"	WL00	$ 168.00	/ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
Construction Materials Engineering and Testing Services

STEEL

REFERENCE				
AISC	**FIELD SERVICES**			
	Observation - Fabrication Shop or Field Erection			
AWS D1.1	Certified Welding Inspector	TS		/hr
	Technician Time	Q423	$ 58.50	/hr
	Weldment Observation			
AISC	Certified Welding Inspector	TS		/hr
	Technician Time/Certified Associate Welding Inspector	Q424	$ 59.50	/hr
	Bolt Torque Testing			
CRSI; ASTM A 615	Technician Time	Q423	$ 58.50	/hr
	Reinforcing Steel			
CRSI, ACI 318	Sampling for Subsequent Lab Testing			
	Technician Time	QK5N	$ 46.00	/hr
	Placement and Cross-Section Observation			
	Materials Engineer	Q425	$ 148.50	/hr
PTI; ACI 318	Technician Time	Q423	$ 58.50	/hr
	Pre-Tensioning Strands/Post-Tensioning Tendons			
	Placement and Stressing Observation			
	Materials Engineer	Q425	$ 148.50	/hr
AWS D1.1; ASME Sec. IX	Technician Time	Q423	$ 58.50	/hr
	Welders Tests			
	Witness Qualification Welding	QZ00	$ 111.50	/hr
	Qualification Welding Coupons			
AWS D1.1	a) 3/8-in. Coupon		Cost +15%	
	b) 1-in. Coupon		Cost +15%	
	Guided Bend Tests			
AWS D1.1	Bend Tests	QWC0	$ 29.00	/ea
	Set-Up Charge, Per Day	QJS0	$ 57.00	/day
	Tensile Tests (Test and Set-Up)			
	Tensile Tests		Cost +15%	
	Coupon Preparation and Machining Services		Cost +15%	
	Welder Qualification Positions	QZ10	$ 100.00	/ea
	Radiographic Examination of Coupons	Q100	$ 141.00	/ea

REFERENCE				
ASTM A 370	**LABORATORY SERVICES**			
	Tension Tests			
	a) Reinforcing Steel with Elongation	QWZV	$ 40.00	/ea
	b) Reduced Section Preparation (No. 14 & No. 18)	QWZ0	Cost +15%	
	c) Set-Up Charge, Per Day	QJS0	$ 57.00	/day

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
Construction Materials Engineering and Testing Services

CONSULTANTS AND COORDINATION

Principal Engineer	$ 186.00 to 309.00/hr
Managing Engineer	$ 118.00 to 203.00/hr
Staff Engineer	$ 93.00 to 165.50/hr
Laboratory Manager	$ 74.50 to 143.50/hr
Construction Services Manager	$ 74.50 to 143.50/hr
Project Management/Coordination Time	$ 47.00 to 108.25/hr
Outside Professional Services	Cost +15%
Additional Insured	$ 215.25/ea
Secretarial	$ 47.00 to 80.75/hr
Word Processing	$ 47.00/hr
Report Preparation and Administration	$ 47.00 to 80.75/hr

ZONE CHART

ZONE	TRAVEL TIME	MILEAGE CHARGE
0	0.25	$ 13.50
1	0.50	$ 25.00
2	1.00	$ 45.00
3	1.25	$ 62.00
4	1.50	$ 87.00
5	2.00	$ 121.50

Mileage greater than Zone 5 (entire trip) use MapQuest

$0.85/mile
Actual Travel Time to be charged at approved project hourly rate.

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
Construction Materials Engineering and Testing Services

BASIC CHARGE

1. A Vehicle travel charge (refer to "Zone Chart" above) will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.

2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he/she returns from the project site.

3. Any engineering and/or technician services provided on Saturday and all work in excess of "Normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate Our total cost of services is based upon the assumption that most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of services rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billing in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

EXHIBIT "C"
HIDALGO COUNTY
GEOTECHNICAL CONSULTING ENGINEERING SERVICES
SCHEDULE OF FEES

GEOTECHNICAL ENGINEERING SERVICES

REFERENCE	FIELD SERVICES	RATES
	Soil Boring (Solid Auger, Hollow Stem Auger, and Mud Rotary- Including Sampling)	
	Soil (Existing Ground Surface to 50 ft.)	$10.50/ft
	Soil (Below 50 ft.)	$12.00/ft
	Soft Rock	$23.25/ft
	Nx Rock Core	
	Rock Coring	$31.50/ft
	Field Logging Services	
	Engineering Technician	$44.50/hr
	Registered Geologist	$105.25/hr
	Staff Engineer (E.I.T.)	$99.50/hr
	Licensed Professional Engineer (P.E.)	$146.25/hr
	Field Coordination	
	Field Engineer (E.I.T.)	$99.50/hr
	Engineering Technician (Flagman)	$44.50/hr
	Mobilization	
	Truck-Mounted Rig, Drill Crew and Support	$204.75/ls
	Field Logger Trip Charge	$1.00/mile
	(ARDCO 4x4 all terrain rig)	Cost + 15%
	Barge Mobilization and Rental	Cost + 15%
	Other Expenses/Charges	
	Standby Time	$163.75/hr
	Mileage – Non-Drilling Equipment	$1.00/mile
	Grout/Bentonite Backfill	$4.65/ft
	Dozer/Clearing Cost	Cost + 15%
	Concrete/AC Patch	$37.45/ea
	Traffic Control – Signs, Barricades, etc.	Cost + 15%
	All Other Outside Expenses	Cost + 15%

REFERENCE	LABORATORY SERVICES	RATES
ASTM D 2217, D 4318	Plasticity Index (Atterberg Limits)	$73.50/ea.
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	$ 9.10/ea
	Shrinkage Limit in Conjunction with Atterberg Limits	
ASTM D 427	a) Volumetric	$101.75/ea
	b) Linear (TxDOT, TEX-107-E)	$ 101.75/ea
ASTM D 422;	Sieve Analysis	
TxDOT, TEX-101-E;	a)Washed Through No. 40 (Up to 5 Sieves)	$ 49.75/ea
TxDOT, TEX-110-E	b)Washed Through No. 200 (Up to 4 Sieves)	$ 83.00/ea
	c) Additional Sieves	$ 11.50/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	$ 49.75/ea

EXHIBIT "C"
HIDALGO COUNTY
GEOTECHNICAL CONSULTING ENGINEERING SERVICES

SCHEDULE OF FEES

GEOTECHNICAL ENGINEERING SERVICES CONT.

REFERENCE		RATES
	LABORATORY SERVICES CONT.	
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	$ 86.25/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	$ 273.50/ea
ASTM D 2166	Unit Dry Weight	$ 28.75/ea
ASTM 4318	Lime Series	$ 362.75/ea
ASTM D 2166 ASTM D 1938	Unconfined Compression (Includes Unit Dry Weight)	
	a) Soil Shelby Tube Specimens	$ 43.25/ea
	b) Rock Core Specimens	$ 46.75/ea
	(1) Sawed Specimen Ends	$ 10.50/end
ASTM D 2850	Triaxial Compression	
	a) Unconsolidated-Undrained, per Specimen	$ 79.00/ea
	b) Unconsolidated-Undrained, Multistage	$ 274.00/ea
ASTM D 3080	Direct Shear	
	a) Unconsolidated-Undrained	$ 217.50/ea
	b) Consolidated-Drained (Sand)	$ 459.75/ea
ASTM D 2435	Consolidation (Not Including Specific Gravity)	$ 566.00/ea
	Swell Test	
	a) Pressure Method	$ 296.00/ea
	b) Free Swell	$ 156.00/ea

GEOTECHNICAL ENGINEERING AND REPORTING SERVICES

Principal Engineer (P.E.)	$ 187.15/hr
Licensed Professional Engineer (P.E.)	$ 146.25/hr
Staff Engineer, E.I.T.	$ 99.45.00/hr
Registered Geologist	$ 117.00/hr
Draftsman	$ 70.00/hr
Outside Professional Services	Cost + 15%
Additional Insured	$ 210.50/ea
Secretarial	$ 44.50/hr
Vehicle Travel Charge	$ 1.00/mile

NOTE: Geotechnical engineering services costs will be computed based on the above referenced field, laboratory, and personnel and equipment unit rates once specific project(s) and related scope of service(s) have been identified.

EXHIBIT "D"

WORK AUTHORIZATION FORM

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-00-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Raba-Kistner Consultants, Inc., hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide_____.

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Laboratory** is identified in *EXHIBIT "B" - Scope of Services to be Provided by the Laboratory* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:

Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No._ Commissioner___ as to content and detail of this Work Authorization No.__.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(DATE)___ as indicated below and effective as of _____ day of _____, 2009.

THE LABORATORY:
Raba-Kistner Consultants, Inc.

_____

By: _____
Print Name

THE OWNER:
HIDALGO COUNTY

_____

By: Rene A. Ramirez, County Judge

ATTEST:

_____

by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Raba-Kistner Consultants, Inc.**, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ 2009 concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/14/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Janet Hajek
Catto & Catto 217 East Houston Street Suite 100 San Antonio TX 78205-2694	PHONE (A/C, No, Ext): 210-222-2161 FAX (A/C, No): 210-222-1618 E-MAIL ADDRESS: jhajek@catto.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Guarantee & Liability	
INSURER B : American Zurich Ins. Co.	
INSURER C : Zurich American Ins Co	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	
Manuel Zuniga Raba Kistner Inc. P.O. Box 690287 San Antonio TX 78269-0287	

COVERAGES **CERTIFICATE NUMBER:** 612055936 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GLA3994747	10/1/2011	10/1/2012	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
	[X] Contractual						PERSONAL & ADV INJURY	$1,000,000
	[X] XCU						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			GLA3994747	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			UMB3994749	10/1/2011	10/1/2012	EACH OCCURRENCE	$1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$1,000,000
	[ ] DED [X] RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC3994748	10/1/2011	10/1/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Engineer Services for Construction Material Testing for Hidalgo County Precinct No. 2, Various Projects
The General and auto liability policies include a blanket automatic additional insured endorsement provision that provides additional insured status to the parties listed in said contract when there is a written contract between the named insured and the certificate holder that requires such status. All policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

The County of Hildago, Texas
2812 South Business Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-34115 **Purchasing Department 19. D. 1.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of a professional architectural "on call" services contract with DANNENBAUM ENGINEERING COMPANY for the purposes of Repairs/Renovations/Remodeling and/or Additions/Alterations on a "per project basis" for County owned Buildings/Structures located within Hidalgo County Precinct No. 4, through the forms of an AIA Agreement and as selected for negotiations through County's protocol under the "POOL" of Architects;

BACKGROUND

Contract#C-12-180-09-11-Dannenbaum-Pct 4
Email-approval as to from by legal

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding source is on a per project basis within Hidalgo County Precinct No. 4

Attachments

Contract#C-12-180-09-11-DEC(on call)Pct 4
email-legal apprvd contract document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/07/2012 03:22 PM
Budget & Management	Merlen P. Munoz	09/07/2012 03:48 PM
Manuel Chapa	Manuel Chapa	09/07/2012 04:19 PM
Auditor's Office	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Letty Saenz Started On: 09/07/2012 11:30 AM

Final Approval Date: 09/07/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-180-09-11

THIS CONTRACT is made and entered into this **11th** day of **September, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Dannenbaum Engineering Company-McAllen, LLC** (the "Architect").

WHEREAS, Architect was selected from the County's pool of architects to provide **"on call"** architectural services for **Hidalgo County Precinct No. 4** for projects involving Remodeling, Alterations, Repairs and/or Additions to existing structures in accordance to Exhibit "A", Request for Qualifications ("RFQ") for Architectural Services; and

WHEREAS, this is a non-exclusive contract and the County is not precluded from retaining the services of other architects for projects within **Precinct No. 4** when, in the sole opinion of the County, it would be in the County's best interest to retain the services of another architect;

WHEREAS, on a project by project basis, County shall determine when the services of Architect are required (the"Services"), and shall provide project specifications (the "Specifications") to Architect for Architect's review and response.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Architect hereby agree that this Contract is entered into in order to provide the Services for Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Architect hereby promises to review the project as presented by County (on a per-

project basis) and to submit to County within fourteen (14) days of receipt of the specifications (the "Specifictions"), a proposal. The proposal shall include, but not be limited to, the following: (1) fee structure for the project; (2) services included in the basic fee; (3) amount of, or basis for, compensation for additional services (including additional services that may arise during the course of the project and cost of Architect's consultants); and (4) cost for reimbursables (collectively the "Architect's Proposal");

3. County shall enter into negotiations with the Architect regarding the Architect's Proposal for the Services and should the parties reach an agreement, then the parties shall enter into an additional contract, specifically the AIA B101-2007 (as modified by County" and AIA A 201-2007 (as modified by County), in order to detail the Architect's and County's duties and responsibilities. However, if the parties are unsuccessful at reaching an agreement for any specific project, then the County may seek the services of other architects.

4. Architect agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

5. This Contract shall be for a period of one (1) year, commencing, **September 11, 2012** and expiring, **September 10, 2013,** unless this Contract is terminated pursuant to the provisions herein.

6. As a condition of this Contract, Architect shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services for a particular project.

7. All trucks or vehicles operated by the Archtiect to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Architect who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

8. Architect shall provide insurance in force on all its vehicles and all its employees and shall require of all its sub-consultants to provide insurance in force on all their vehicles and all their employees connected with providing services under this Contract with the County as additional insured with the coverage and in the amounts described in the Specifications and shall furnish to County certificates of such insurance coverage in the Architect's Proposal.

9. Architect shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Architect under this Contract. Said indemnity shall cover any negligent act or failure to act by the Architect, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Architect, and that Architect is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Architect:	Dannenbaum Engineering Company - McAllen, LLC Attn: Louis H. Jones, Jr., P.E., President 1109 Nolana Loop, Suite 208 McAllen, Texas 78504

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to the Architect will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of Services or (c) terminated without cause by County subject to thirty (30) days written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to Architect. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

WITNESS our hands in duplicate originals this _____day of _____, **2012.**

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ARCHITECT
Dannenbaum Engineering Company - McAllen, LLC

By: _____

Printed Name: _____
Title:_____
Date: _____

Approved by Commissioners Court on _____. 2012

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

EXHIBIT “A”

-REQUEST FOR QUALIFICATIONS (RFQ)
PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 27, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Architectural Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-001-01-18-MSS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Architectural Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2012-001-01-18-MSS

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment B –Procurement Form –Areas of Specialization	1
5.	Exhibit B, Evaluation Criteria	3
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 27, 2011
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Architectural Services Pool"

RFQ NO: 2012-001-01-18-MSS

Acceptance Due Date: **January 18, 2012**

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

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Architectural Services Pool"**, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ – 2012-001-01-18-MSS-"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Architectural Services Pool"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 18, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

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

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualifications are determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Architectural Services Pool"**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 18 , 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	12/30/11 and 01/02/12
Martin Luther King Day	01/16/12
President's Day	02/20/12
Good Friday	04/06/12
Easter	04/09/12
Memorial Day	05/28/12
Independence Day	07/04/12
Labor Day	09/03/12
Columbus Day	10/08/12
Veteran's Day	11/12/12
Thanks Giving Day	11/22/12 and 11/23/12
Christmas Day	12/24/12 and 12/25/12

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

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

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

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

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

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any

procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539—Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark

infringement, and the like, arising out of the goods or services provided by successful respondent.

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

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Architectural Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Architects will be for a period starting **February 9, 2012 and ending February 8, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Professional Architectural Services Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and

others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

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

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

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

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

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

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 10, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 13, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

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

TERM OF POOL: The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

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

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent architectural firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects
- Projects located in this general region of the state

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

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

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the AMERICAN INSTITUTE OF ARCHITECTS, etc. The architectural firm(s) should include copies of their current Professional Liability Insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A. • Building Design

- Plans, drawings and specifications
- Preparation of the Bid Packet

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

Additionally, this section should include, but not be restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of architectural certification from the Texas Board of Architectural Examiners.
3. General list of construction projects within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS: The evaluation system consists of a 100-point system.

1. Professional Qualifications of Team (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be a certified AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

The statement of qualifications shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, or Elected Official, or User Department, in need of Professional Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm.

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

ATTACHMENT "B"
PROCUREMENT FORM-AREAS OF SPECIALIZATION
HIDALGO COUNTY-PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ NO: 2012-001-01-18-MSS

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Architect's Registration No.:	_____

Area of Specialization:

	Design and Construction of Multi-Level Parking Structures		Design for New Construction
	Pre-Design Services		Design for Alterations/Renovations
	Space Planning		Interior Design
	Needs Assessment		Programming
	ADA Compliance		Forensic Studies
	Code Analysis		Cost Estimating
	Master Planning		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2012-001-01-18-MSS

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Firm (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..
Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Firm/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Firm Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project Firm composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.
Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.
Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project **(20)**

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..
Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations **(10)**

The RFQ should indicate through past experience of the proposed Firm that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.
Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2012-001-01-18-MSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provide information on proposed professional Firm experience	5	
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	
Comments/Rationale For Points:		TOTAL
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ One technical staff member with five (5) years experience	5	
➢ One technical staff member with ten (10) years experience	5	
Comments/Rationale For Points:		TOTAL
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
Total Score		

SAMPLE

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	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	INSURER A:
	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 THER 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	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

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

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "PROFESSIONAL ARCHITECTURAL POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____ **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.** _____
State of Incorporation: _____ **Date:**_____ **Other:** _____
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ❒ Less than 125,000 annual gross receipt ❒ Less than 250,000 annual gross receipt ❒ Less than 499,000 annual gross receipt ❒ More than 500,000 annual gross receipt ❒ Black American ❒ Hispanic American ❒ Asian Pacific American ❒ Native American ❒ Women ❒ Other **Have you been certified as a HUB or an MBE/WBE source?:** ❒ Yes ❒ No **Indicate Certification No.(s):** _____ **or are Certificate(s) attached?:** ❒ Yes ❒ No
What type of product(s) is/are solicited by your company?: _____ **Would you like to be provided with specifications for procurements of such products?:** ❒ Yes ❒ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____ **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | - | | | - | | | | |

or

Employer identification number
| | | - | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ARCHITECTURAL SERVICES POOL

RFQ No.: 2012-001-01-18-MSS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____
Signature Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Barmore Insurance Agency 8511 Sam Houston Parkway E Houston TX 77075	PHONE (A/C, No, Ext): 713-209-2800	FAX (A/C, No): 713-209-2899
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty	20443
INSURER B : Valley Forge Insurance Co	20508
INSURER C : Continental Insurance Co.	35289
INSURER D : Transportation Ins. Co.	20494
INSURER E : Catlin Specialty Insurance	15989
INSURER F :	

INSURED	
Dannenbaum Engineering Corp., ETAL P O Box 22292 Houston TX 77027	DANNE-1

COVERAGES **CERTIFICATE NUMBER:** 1266564351 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Cont. Liab.Incld GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			2053853648	6/1/2012	6/1/2013	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 $700,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			1015348305	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			2053853049	6/1/2012	6/1/2013	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1022022126	6/1/2012	6/1/2013	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
E	Professional Liability Claims Made RET Date 4/1/03			AEH254055021	4/1/2012	4/1/2013	Per Claim Aggregate	2000000 4000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Professional Services Agreement No. C-11-097-05-10;Remodeling, Alterations and Repairs to existing structures and/or buildings under a form of an AIA Agreement as required within the areas of Hidalgo County Precinct No.4 ;DEC Project No. 0047-10

See Attached...

CERTIFICATE HOLDER

Hidalgo County
3100 South Business Highway 281, Suite D
Endinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JM Barmore

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AGENCY CUSTOMER ID: DANNE-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Barmore Insurance Agency		Dannenbaum Engineering Corp., ETAL P O Box 22292 Houston TX 77027
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto and Workers' Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and thecertificate holder that requires such status.

The General Liability is primary and non-contributory to other insurancewhen required by written contract.

Workers Compensation includes coverage for executive officers.

30-Day Notice of Cancellation is provided per the policy terms and conditions.

FULL NAMED INSURED: Dannenbaum Engineering Corporation; Office Properties,Inc., Civil Engineering Corporation, A Dannenbaum Engineering Company; Dannenbaum Engineering Corp/Klotz Associates,Inc., A Joint Venture;Dannenbaum Environmental Corporation; Engineering Holding Corporation;Dannenbaum Engineering Company-Houston,LLC; Dannenbaum Engineering Company-Austin,LLC; Dannenbaum Engineering Company-Dallas,LLC; Dannenbaum Engineering Company-Fort Worth,LLC; Dannenbaum Engineering Company-McAllen,LLC.;Dannenbaum Engineering Company-Laredo,LLC; Grand Parkway Consultants,LLC;Dannenbaum/Gerwick Joint Venture; Dannenbaum, Dodson & ECS ,Joint Venture;Dannenbaum Engineering Company-El Paso,LLC, DECTEC, LLC, DSM JTF, Dannenbaum, Dodson and Terra Nova JV

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Leticia Saenz

From: Steve Crain [scrain@atlashall.com]
Sent: Friday, September 07, 2012 12:16 PM
To: 'Leticia Saenz'
Subject: RE: Reveiw & Approval of Standard On Call Architecural Agreement #C-12-180-09-11-DEC-Pct 4

The contract is fine.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, September 07, 2012 11:38 AM
To: 'Steve Crain'
Cc: 'Martha Salazar'; 'Darlene Betancourt'; 'Oscar Garza'; 'rocio.villarreal'
Subject: Reveiw & Approval of Standard On Call Architecural Agreement #C-12-180-09-11-DEC-Pct 4
Importance: High

Mr. Crain-

Please review and approve as to form the attached, standard **Service Contract# C-12-180-09-11** for **"on call" Architectural Services** to be provided by **Dannenbaum** for the purposes of projects involving "***Remodeling, Alterations Repairs and/or Additions"*** to existing structures for projects within ***Hidalgo County Precinct No. 4.***

Note: This agreement will be placed on next week's CC for final approval.

Please advise.

Thank you.

Leticia H. Saenz
Hidalgo County Purchasing Department
CPPB/Contracts Manager

(956) 318-2626 Work
(956) 292-7000 x-4861 Work
leticia.saenz@co.hidalgo.tx.us
2812 South Business Hwy. 281
Edinburg, Texas 78539

AI-33390 **Purchasing Department** **19. E. 1.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Martha L. Salazar **Submitted By:** Renan Ramirez, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

a. Discussion, consideration, and approval of Amendment No. 4 with Texas Conference of Urban Counties to extend term and revise anticipated payment schedule for Fiscal Year 2012 for the integration of the Justice System Court Administration System.

b. Requesting approval to execute an Amended and Restated Implementation Plan for Phase 1 and Phase 2 with Tyler Technologies, Inc. to proceed with the completion of the project within the original budgets.

BACKGROUND

Attachments

1

2

3

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Renan Ramirez Started On: 07/24/2012 03:10 PM

Final Approval Date: 09/07/2012

AMENDMENT NO. 3 ("Amendment 3")
TO TECHSHARE RESOURCE SHARING ADDENDUM COMMON INTEGRATED JUSTICE SYSTEM (CIJS) COURT ADMINISTRATION SYSTEM

The Parties hereby amend the TECHSHARE RESOURCE SHARING ADDENDUM ("Addendum") for the Common Integrated Justice System ("CIJS") Court Administration System that was approved by the County of Hidalgo, Texas ("Hidalgo County") and became effective on July 1, 2008 and executed by all parties July 9, 2008 as follows:

1) The term of the addendum is extended to December 31, 2012.

2) Attachment A of the Addendum is amended by replacing the "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2010" with the revised attached "Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2012."

3) Except as set forth herein, all provisions of the Addendum and any written amendment thereto, not inconsistent herewith, shall be in full force and effect.

Executed this 16th **day of** March, **20** 12.

COUNTY OF HIDALGO

By: County Judge

Approved as to form:

Name: Donald Lee

Title: Executive Director

Date: March 21, 2012

Approved by Commissioners' Court on 3/6/12 RW

TEXAS CONFERENCE OF URBAN COUNTIES

By: Executive Director

Attachment A – Financial Plan

Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2012

The following schedule shows the estimated dates for payments to the Texas Conferen of Urban Counties for CIJS Software License and Maintenance, Enterprise Modifica and contract Administration and Quality Assurance for Fiscal Year 2012. The schedule are updated at the beginning of each Fiscal Year and presented to the Commissione Court for approval.

Payments to Tyler Technologies for Implementation Services will continue to be ma directly to Tyler Technologies in accordance with the License Participation Agreem the Implementation Budget (included with the License Participation Agreement), an Implementation Plan(s), as amended.

				Amount	Estimated Payment Date
Court and District Attorney Software License Fees					
Enterprise Custom Reporting Payment 1				$ 19,500	March, 2012
Public Access Online Docs Payment 1				$ 8,000	March, 2012
Public Access Agency Secure Payment 1				$ 3,500	March, 2012
Enterprise Custom Reporting Payment 2				$ 19,500	May, 2012
Public Access Online Docs Payment 2				$ 8,000	May, 2012
Public Access Agency Secure Payment 2				$ 3,500	May, 2012
				-	
Maintenance Fees		**Annual Amount**	**Prorated Percentage**	**Prorated Amount**	
Court Administration- Civil	$	126,750	2/3	$ 84,500	May, 2012
Enterprise Custom Reporting	$	8,190	2/3	$ 5,460	May, 2012
Public Access Online Docs	$	3,360	2/3	$ 2,240	May, 2012
Public Access Agency Secure	$	1,470	2/3	$ 980	May, 2012
			*8 months out of 12		
CUC Texas County Enterprise Mods					
50% Hidalgo County Cost (remaining $50,544 to be added to January 2013 allocation)				$ 50,544	April, 2012
CUC Oversight					
Contract Administration				$ 19,013	April, 2012
Fiscal Year 2012				**$ 224,737**	

Note: Annual Maintenance is prorated for the calendar year based on the actual "go live" d For purpose of this Amendment, the anticipated "go live" date is April 2, 2012. If the actu live" is later than April 30, 2012, the Annual Maintenance payments will be reduced from t amount specified in this Amendment, based on the number of months remaining in the calenda year.

tyler technologies

End User License Agreement and Professional Services Agreement

This End User License Agreement and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Hidalgo County, Texas (the "End User").

Background

WHEREAS, the Texas Conference of Urban Counties (the "CUC") has previously published a Request for Proposal that defines the CUC's requirements for certain judicial administration software and Tyler responded with a Proposal that met the CUC's requirements; and thereafter the CUC and Tyler entered into a contract (the "CUC Master Agreement") which defines the terms and conditions whereby Tyler will provide to End Users certain licenses, professional services, and maintenance and support services; and

WHEREAS, End User is authorized to procure the Licensed Property and services under the CUC Master Agreement; and

WHEREAS, End User desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and End User shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – Software License and Professional Services Agreement
- Exhibit B. – Software Maintenance Agreement

C. The Implementation Plan for the Licensed Software indicated on Schedule 1 shall result in the activation or delivery of such Licensed Software within ninety (90) days of the Effective Date.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.	**END USER**
Signature: Tom Bartel	Signature: Ramon Garcia
Date: 3/21/2012	Date: 3/23/12
Name: Tom BARTEL	Name: Ramon Garcia
Title: VP Professional Services	Title: County Judge
Address: 6500 INTERNATIONAL Pkwy PLANO, TX 75093	Address: 1615 S. Closner, Ste J Edinburg, TX. 78539

Approved by Commissioners' Court on 3/6/12 RD

(Schedule 1)
Investment Summary

Software & Services		
Software Licenses		**License Fees**
Licensed Software		
Enterprise Custom Reporting		$39,000
Public Access Online Documents		$16,000
Public Access Agency Secure		$7,000
Professional Services		
T&M Services	**Rate**	**Hours**	**Cost**
Deployment	149.00	16	$2,384
Setup, Config, & Consulting	149.00	16	$2,384
Training	138.00	32	$4,416
Embedded Third Party Software		
None		

Maintenance & Support	
Support Type	**Annual M&S Fees**
Standard	$8,190
Standard	$3,360
Standard	$1,470

Total License Fees	$	62,000
T&M Services	$	9,184
Subtotal	$	71,184
Estimated Travel Expenses	$	1,300
Total Contract Price	$	72,484

Maintenance & Support Fees: $13,020

Maintenance Effective Date: 4/2/2012

(Exhibit A)

Software License and Professional Services Agreement

This Software License and Professional Services Agreement is made and entered into as of the Effective Date by and between Tyler and End User.

WHEREAS, End User desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

1. CERTAIN DEFINITIONS

1.1. Agreement means this Software License and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excepting any federal holiday.

1.3. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.4. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

1.5. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.7. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.8. Escrow Agent means Iron Mountain Intellectual Property Management, Inc.

1.9. Escrow Agreement means the Master Escrow Service Agreement between Tyler and Escrow Agent.

1.10. Indemnified Parties mean End User and each of its personnel, agents, successors, and permitted assigns.

1.11. Investment Summary means the summary of fees and services set forth on Schedule 1.

1.12. License Fee means the "Total License Fees" as set forth on the Investment Summary, which is due and payable as set forth in Section 4.1.

1.13. Licensed Property means the Licensed Software and the Documentation.

1.14. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

1.15. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.16. Maintenance and Support Fees has the meaning set forth in Exhibit B – Software Maintenance Agreement.

1.17. Party means, individually, Tyler and End User.

1.18. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.19. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.20. Software Maintenance Agreement means the maintenance and support services agreement attached hereto as Exhibit B.

1.21. T&M means time and materials.

1.22. Third Person Hardware means the CPUs, servers, and other hardware to be leased, purchased, or otherwise acquired by End User from a third party that is minimally required to operate the Licensed Software and such other CPUs, servers, and other hardware that End User has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.23. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by End User from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that End User has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.24. Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than the Owner, which is not prohibited from disclosing such information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto; or (d) is developed by the other Party independently of any disclosures made by the Owner.

2. IMPLEMENTATION PLAN; NOTICE TO PROCEED

2.1. Project Framework. This Agreement sets forth the terms whereby Tyler shall provide to the End User, and the End User shall acquire from the Tyler, the following (and each on the terms and subject to the conditions of this Agreement): (a) a license for the Licensed Property for the License Fee; (b) certain implementation, installation, testing, and training services related to the Licensed Software for the T&M fees set forth in the Investment Summary; and (c) certain maintenance and support services.

2.2. [Reserved]

3. TITLE AND LICENSE

3.1. License Grant. In consideration for the License Fee, which shall be due and payable as set forth in Section 4, Tyler hereby grants to End User a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for End User's internal administration, operation, and/or conduct of

End User's business operations by an unlimited number of users employed by End User on an unlimited number of computers and/or computer stations utilized by End User. Upon End User's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

3.2. Restrictions. Unless otherwise expressly set forth in this Agreement, End User shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent End User employs contractors, subcontractors, or other third parties to assist in the Project, End User shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

3.3. Copies. End User may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that End User shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

3.4. Embedded Third Party Software. The license grant set forth in Section 3.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee. Tyler shall pass through to End User any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software. End User shall be responsible for procuring and paying for all Third Person Software.

3.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in End User any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to Section **Error! Reference source not found.**.

(c) All End User data shall remain the property of End User. Tyler shall not use End User data other than in connection with providing the services pursuant to this Agreement.

3.6. End User Modifications. Tyler shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the Licensed Software caused, directly or indirectly, by End User Modifications or other changes to the Licensed Software that are implemented without the prior written consent of Tyler.

4. FEES AND INVOICING

4.1. License Fee. End User shall pay the License Fee in accordance with the following payment plan:

Payment Event	% of License Fee Payable
Contract Execution	50%
May 1, 2012	50%

Invoices shall be sent to End User upon each Payment Event, which shall be paid in accordance with Section 4.4 and Section 4.5.

4.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by End User in accordance with Section 4.4.

4.3. Expenses. End User shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 4.4. All such costs, payments, and reimbursements shall be subject to the same terms, and in no greater amount, than provided by the lesser of Tyler's internal travel reimbursement policy or the End User's written travel reimbursement policy provided that End User provides Tyler with a copy of such policy in advance of any required travel.

4.4. Invoice and Payment for Implementation Services. Tyler shall invoice End User for implementation services and associated expenses billed on a T&M basis herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, End User shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus one percent (1%) per annum or the highest rate allowed by governing law, whichever is less.

4.5. Invoice and Payment of License Fees and Maintenance and Support Fees. License Fees and Maintenance and Support Fees, as set forth on the Investment Summary, shall be invoiced and paid as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for License Fees and Maintenance and Support Fees incurred by the End User in accordance with the terms of the CUC Master Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial License Fee and/or Maintenance and Support Fee due date or the anniversary thereof, as applicable.

(b) The CUC shall be responsible for invoicing End User and collecting payments from End User with respect to the License Fees and Maintenance and Support Fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of License Fees and Maintenance and Support Fees from End User, remit to Tyler all License Fees and Maintenance and Support Fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and End User, to invoice End User directly for all future License Fees and Maintenance and Support Fees.

5. PROJECT IMPLEMENTATION

5.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for End User, including travel time by Tyler's personnel from Tyler's place of business to and from End User's place of business, and for which End User shall pay on a T&M basis. Additional services requested by End User which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

5.2. Office Space. End User shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement while such personnel are working on-site and engaged in Project-related services.

5.3. Third Person Hardware and Third Person Software. End User shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

5.4. Cooperation. End User acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of End User personnel. End User shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and

reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section19.15) or to the failure by End User personnel to provide such cooperation and assistance (either through action or omission).

6. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE

6.1. Delivery; Risk of Loss. Tyler shall deliver the Licensed Software to End User's place of business. Risk of loss of the Licensed Software, and media on which such may be delivered, shall remain with Tyler at all times until completed delivery.

6.2. Installation; Diagnostic Testing. Tyler shall install the Licensed Software at End User's place of business. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed and shall notify the End User's Project Manager in writing after successful completion thereof.

7. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE

7.1. Verification Procedure. Upon installation of the Licensed Software in accordance with the timetables set forth in the Implementation Plan, Tyler shall perform its standard test procedures and shall certify to End User that the Licensed Software is in substantial conformance with Tyler's then current published specifications (the "Verification Procedure") and is ready to commence Operational Use.

7.2. Optional End User Validation. End User may, in its sole and absolute discretion, monitor the Verification Procedure by performing its own defined internal validation process to test the software to determine if it substantially complies with Tyler's then current published specifications. Such validation test shall constitute End User's validation.

7.3. Results Final; Correction. Tyler's verification or End User's validation that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification / validation becomes other than final, End User's right and remedy against Tyler shall be to require Tyler to correct the cause thereof or exercise its rights under Section 17.2. If End User has made modifications to the software programs, Tyler will not make such corrections, unless such modifications were specifically authorized in writing by Tyler.

7.4. Operational Use. Notwithstanding anything to the contrary herein, End User's use of the Licensed Software for its intended purpose ("Operational Use") shall constitute Tyler's verification or End User's validation of the software products, without exception and for all purposes.

7.5. Final Acceptance. When the Licensed Software is ready to commence Operational Use, End User shall be deemed to have "Final Acceptance" of the Licensed Software, this Agreement shall terminate (subject to Section 17.3 (Survival)), and the Licensed Software shall then become subject to the terms and conditions of the Software Maintenance Agreement.

8. TRAINING

To the extent that training services are included in Schedule 1, Tyler shall train End User in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide End User personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in the Schedule 1. Training shall be provided at End User's principal place of business or other site selected by End User. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train End User's employees or agents in a manner to provide basic end user training. End User shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

9. MAINTENANCE SERVICES

9.1. Maintenance and Support Agreement. Upon the commencement of Operational Use, Tyler shall provide End User with maintenance and support services for the Licensed Software, and End User shall pay the Maintenance and Support Fees.

9.2. Responsibilities of End User. In addition to the other responsibilities set forth herein, End User shall: (a) provide all training of its personnel; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide the computer system on which the Licensed Software will be loaded and operated; (e) provide the requisite networks; (f) maintain an internal help desk function; (g) prior to Project completion, install all changes or updates into the Licensed Software and Third Person Software products that are furnished by Tyler for the purpose of correcting failures of the Licensed Software to conform to, and perform in accordance with, the requirements of this Agreement; and (h) maintain, as part of End User's computer system, a secure Microsoft VPN connection for use by Tyler.

10. CONFIDENTIAL AND PROPRIETARY INFORMATION

10.1. Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party's Confidential and Proprietary Information, and each Party shall not use, make, sell, or otherwise exploit any such other Party's Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without the other Party's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that teh other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. The Parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 10.1 and a Party shall be responsible for breaches by such persons acting by or for such Party.

10.2. Judicial and Administrative Proceedings. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of the Texas Public Information Act, or other similar process) to disclose any Confidential and Proprietary Information of the other Party (the "Owner"), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner's Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner's Confidential and Proprietary Information required to be disclosed, provided that the Party uses reasonable efforts to preserve the confidentiality of the Owner's Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.

11. ESCROW

Tyler maintains an Escrow Agreement with an Escrow Agent under which Tyler places the source code of each major release. At End User's request, Tyler will add End User as a beneficiary on its Escrow Agreement upon payment in full of the License Fee. End User will be invoiced the annual beneficiary fee by Tyler and is solely responsible for maintaining its status as a beneficiary. Release of the escrowed material shall be governed by the terms of the Escrow Agreement and the use thereof shall be restricted by Sections 2.2 and 10 of this Agreement.

12. REPRESENTATIONS AND WARRANTIES

12.1. Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

12.2. Media Defects. The media on which the Licensed Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

12.3. Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to End User.

12.4. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

12.5. Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

12.6. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

12.7. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, End User, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

12.8. Illicit Code. The Licensed Software, when delivered and installed by Tyler, does not contain, and Tyler has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any End User property.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 12 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEES PAID BY END USER; AND (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN THE TERMS AND CONDITIONS OF THE SOFTWARE MAINTENANCE AGREEMENT. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 14.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 14.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

14. INDEMNIFICATION

14.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against End User arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify End User against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of End User, its agents, contractors, subcontractors, or employees.

14.2. Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Indemnified Parties that alleges that all or any part of the Licensed Property, in the form supplied, or modified by Tyler, or Indemnified Party's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Indemnified Party, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold the Indemnified Party harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify the Indemnified Party against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, the Indemnified Party shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by the Indemnified Party, or any third party pursuant to the Indemnified Party's directions, or upon the unauthorized use of the Licensed Property by the Indemnified Party.

(b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing; or (iii) promptly procure the right of End User to use the Licensed Property as intended.

15. TAXES

15.1. Tax Exempt Status. End User is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

15.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by such Party for work performed under this Agreement.

16. INSURANCE

Tyler shall provide, upon the written request of End User (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and End User from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate. End User shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

17. TERM, SUSPENSION, AND TERMINATION

17.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until the sooner of: (a) Final Acceptance; or (b) the Agreement is terminated for Cause pursuant to Section 17.2.

17.2. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 17.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by End User to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section **Error! Reference source not found.**; or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 17.2(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 18 following such period.

(c) In the event either Party terminates this Agreement pursuant to this Section 17.2, each Party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein shall terminate.

17.3. Survival. The following provisions shall survive after the Term of this Agreement: 1;3; **Error! Reference source not found.**; 11; 13; 14; 15; 17; 18; and 19.

18. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by End User and Tyler's Vice President of Courts and Justice Systems Division assigned to End User's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to End User's chief executive officer or other individual reasonably designated by End User and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 18 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section **Error! Reference source not found.**.

19. MISCELLANEOUS

19.1. Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

19.2. Subcontractors. Tyler shall not utilize any subcontractor(s) without the prior written consent of End User's Project Manager, which consent shall not be unreasonably withheld. The approval by End User of Tyler's right to use subcontractor(s) shall not waive or relieve Tyler from Tyler's obligations pursuant to this Agreement.

19.3. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

19.4. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

19.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.6. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

19.7. Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

19.8. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

19.9. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

19.10. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

19.11. Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of the domicile of End User, without regard to or application of choice of law rules or principles.

19.12. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. End User may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. End User shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to End User as a part of this Agreement. Tyler shall make such books and records available to End User during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at End User's sole expense.

19.13. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

19.14. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

19.15. Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all

reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

19.16. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 3.2 and **Error! Reference source not found.** shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

19.17. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

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(Exhibit B)

Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of the Effective Date by and between Tyler and End User.

WHEREAS, Tyler and End User have entered into that certain Software License and Professional Services Agreement (the "License Agreement") pursuant to which, among other things, End User has acquired a license to Tyler's Licensed Software.

WHEREAS, End User desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Licensed Software.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, the parties agree as follows:

1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the License Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby End User can reasonably avoid any deleterious effects of such Documented Defect. If a Circumvention Procedure is not acceptable to End User, End User may escalate this Defect as set forth in Section 3.11.

1.5. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documented Defect means a Defect that End User documents for Tyler pursuant to Section 2.1.

1.7. Essential Functionality means any operational aspect of the Licensed Software that is required for immediate and ongoing business continuity by one or more users and which adversely impacts business in a crucial or critical manner.

1.8. Non-Essential Functionality means any operational aspect of the Licensed Software that will not interrupt business continuity or which will not adversely impact business in a crucial or critical manner.

1.9. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting in the same manner all clients in End User's state that are similarly situated with respect to the legislation and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of End User's constitutional or operational responsibilities beyond those that exist as of the Effective Date.

1.10. Effective Date has the meaning set forth in Section 8.1.

1.11. Service Level 1 Defect means a Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of End User's remote locations; or (c) systemic loss of multiple essential system functions.

1.12. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.

1.13. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.14. Service Level 4 Defect means a Documented Defect that causes failure of Non-Essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.15. Third Person Software means all third party software required for the operation and use by End User of the Licensed Software consistent with the license granted to End User.

1.16. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.17. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

2. END USER RESPONSIBILITIES

2.1. Documenting Defects. End User must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. End User shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. End User shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, user training, End User-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which End User requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 4.

2.2. Other End User Responsibilities. End User shall:

(a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;

(b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the End User is unable to establish and maintain an internal help desk, End User may select up to twenty (20) "super users" who may contact Tyler's help desk.

(c) provide training on the Licensed Software to its employees;

(d) allow Tyler to install patches and other maintenance releases provided by Tyler;

(e) allow remote access by Tyler to End User's servers and data via a Microsoft VPN connection or CISCO VPN client or other mutually agreeable protocol, provided, however, that End User acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;

(f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software that is attributable to End User's failure to implement and perform such procedures on a timely and regular basis; and

(g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

(a) Tyler shall provide End User with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist End User in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedures within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Non-Essential Documented Defect within two version release cycles and a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect with a future Version Release.

3.6. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide End User with technical support to assist End User with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

(a) assisting the End User with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;

(b) providing recommendations to End User regarding resolution of said non-defect failure(s); and

(c) providing End User with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

3.7. 24 X 7 Emergency Support. Tyler shall provide the End User with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the response set forth in Section 3.2.

3.8. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to End User IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the End User IT staff for server maintenance and configuration for the licensed software environment.

3.9. Base Version Level for Correction. Tyler shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to End User and either the immediately preceding Version Release or all Version Releases released to End User within the prior one (1) year, whichever is greater.

3.10. Legislative Change Support. Tyler will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation, but in any event in the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of analysis, development, post release data migration, and testing services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in End User's state during such calendar year; to the extent additional programming services are required, such services shall be billed to End User at End User's contractual billing rates, or at Tyler's then current hourly rates if no contractual billing rates are in effect. Notwithstanding the foregoing, End User shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion from external sources. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide End User with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to End User. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in End User's state with Legislative Change Support.

3.11. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, End User may immediately escalate the issue to End User's Project Manager or Designee and Tyler's Director of Client Services. Tyler and End User will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If End User's Project Manager or Designee and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, End User may further escalate the issue to End User's next Administrative Level and Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

4. ADDITIONAL SUPPORT SERVICES

End User may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to End User a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to End User and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

5. VERSION RELEASES

Tyler shall notify End User of the occurrence of a new Version Release and shall provide End User with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. Tyler will provide installation software and instruction for use by End User in installing new Version Releases provided, however, that if Tyler does not provide installation software and instructions, then Tyler shall provide installation assistance to End User at no additional cost. End User shall, at its own expense, be responsible for any configuration assistance, new integration, and training with respect to each Version Release.

6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. Tyler shall provide End User with advanced notice of any mandated new Third Person Software

revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for End User to rely upon updates of Third Person Software.

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

6.3. Costs. End User is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

6.4. Maintenance. End User is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at End User's expense. At the request of End User, Tyler shall participate with End User in discussions with Third Person Software providers on all software maintenance issues.

7. FEES

7.1. Annual Maintenance Fee. End User shall pay the annual maintenance and support fees as set forth on and in accordance with the timetables of Schedule 1 (the "Maintenance and Support Fees") except for the first year of the agreement in which the maintenance and support fees will be prorated as set forth in the following payment plan:

Payment Event	Portion of Annual M&S Fees Payable
Enterprise Custom Reporting, May 1, 2012	$5,460.00
Public Access On-Line Documents, May 1, 2012	$2,240.00
Public Access Agency Secure, May 1, 2012	$980.00

7.2.

7.3. Invoice and Payment. Maintenance and Support Fees shall be invoiced annually in advance as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for maintenance and support fees incurred by an End User in accordance with the terms of the CUC Master Agreement and this M&S Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the M&S Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing the End User and collecting payments from the applicable End User with respect to the maintenance and support fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of License Fees and Maintenance and Support Fees, remit to Tyler all maintenance and support fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the affected End User, to invoice such End User directly for all future maintenance and support services.

(b) Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the End User mails or electronically transmits the payment.

7.4. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, End User shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

7.5. Maintenance on End User-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of End User-Specific Customer Enhancements requested by End User and (b) material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. End User will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without affecting End User's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.6. Suspension of Services for Non-payment. Tyler may suspend performance of services hereunder during any period for which End User does not pay any undisputed Maintenance and Support Fees for a period time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with Schedule 1 of this M&S Agreement (the "Effective Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.

8.2. Termination by End User at the End of a Term. End User may terminate this M&S Agreement effective as of the end of the initial term or any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. End User may, at its option, reinstate maintenance by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by End User during the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

8.3. Termination by End User for Cause. End User may terminate this M&S Agreement for "cause" in accordance with this Section 8.3. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, End User shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which End User is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and End User shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then End User may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by End User under this M&S Agreement for the remainder of the then current maintenance period.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this M&S Agreement for a period of sixty (60) days. The parties shall include any such informal meetings persons with appropriate knowledge and authority, including, without limitation, End User's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this

Section 10 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall have the right to pursue any remedies at law.

11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this M&S Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Counterparts. This M&S Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.4. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.

11.5. Entire Agreement. This M&S Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.6. Amendment. This M&S Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this M&S Agreement shall be binding upon the parties despite any lack of consideration.

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of End User, without regard to or application of choice of law rules or principles.

11.8. No Third Party Beneficiaries. Nothing in this M&S Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9. Contra Proferentem The doctrine of contra proferentem shall not apply to this M&S Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the M&S Agreement or provision.

[Remainder of this page intentionally left blank]

Amended and Restated Implementation Plan

Phase 1

WHEREAS, Tyler Technologies, Inc (hereinafter "Tyler") and the Texas Conference of Urban Counties (hereinafter "CUC") entered into a certain agreement whereby Tyler provides certain software and services relating to the CUC's Common Integrated Justice System (CIJS) Court Administration System project to CUC participating members

WHEREAS, in July 2007 Hidalgo County, Texas (hereinafter "Hidalgo") entered into an agreement with the CUC whereby Hidalgo became entitled to participate in the CIJS project administered by the CUC (hereinafter "the Agreement"); and

WHEREAS, on July 1, 2008 Hidalgo executed a certain Notice to Proceed whereby Hidalgo elected to acquire certain Tyler software and implementation services for the first phase of an anticipated multi-phase project which contained an Implementation Plan for phase 1 implementation (hereinafter "the Phase 1 Implementation Plan"); and

WHEREAS, the Phase 1 Implementation Plan contained a financial plan allocating the costs for various components of the phase 1 implementation project such as software, professional services and expenses; and

WHEREAs, on March 2, 2009 Hidalgo executed a certain Notice to Proceed whereby Hidalgo elected to acquire certain Tyler software and implementation services for the second phase of an anticipated multi-phase project which contained an Implementation Plan for phase 2 implementation (hereinafter "the Phase 2 Implementation Plan"); and

WHEREAS, as of this date both phase 1 and phase 2 implementation projects remain incomplete and the Parties hereto desire to reallocate the costs for the implementation project between phase 1 and phase 2 to allow for Hidalgo to continue with implementation efforts;

NOW THEREFORE, the parties hereto do mutually agree and represent as follows:

The attached Amended and Restated Implementation Plan provides a statement of cost allocation for the phase 1 implementation project as adjusted based upon the Parties agreement and understanding of the reallocation of the costs between phase 1 and phase 2 implementations.

The parties have simultaneously executed an Amended and Restated Implementation Plan agreement substantially similar to this Agreement containing corresponding adjustments to the Phase 2 Implementation Plan.

The parties further agree that the attached Amended and Restated Implementation Plan is intended to completely replace and supplant the Phase 1 Implementation Plan of July 1, 2008 and represents the restated Implementation Plan to which the parties agree to adhere. The parties understand and agree that neither shall be bound by or have any obligation to comply with, the Phase 1 Implementation Plan dated July 1, 2008 which shall be deemed wholly replaced.

To the extent any prior Term of the original agreements providing for implementation may have lapsed due to inactivity or by definition, such Term is hereby extended by agreement of the parties to allow for continued implementation.

The parties represent and acknowledge that sufficient and adequate consideration exists to support the mutual covenants and commitments described herein and that to the extent applicable, each shall be bound hereby.

By execution of this Agreement by Hidalgo, this Agreement shall serve as Notice to Proceed under Section 4 of the original License Participation Agreement approved by the Commissioners Court on July 24, 2007 with regard to the Amended and Restated Implementation Plan.

Dated this 16th day of ~~February~~ March, 2012.

Hidalgo County, TX

Name: Ramon Garcia

Title: County Judge

Approved by Commissioners' Court on 3/6/12 RD

Tyler Technologies, Inc.

Name: Tom Barker

Title: 3/21/2012

Hidalgo Implementation Plan - Phase I Civil

Implementation Plan

Texas Conference of Urban Counties

Tyler Technologies, Inc.
6500 International Parkway, Ste. 2000 Plano, TX 75093 Tel: 972.713.3770 Fax: 972.713.3777 www.tylertsg.com

Participating Member County : Hidalgo Phase I Civil

Budget Letter Date: **N/A**
Last Updated: **2/15/2012**

Tyler Technologies Contact: Steve Moerbe
Accounts Manager
Tyler Technologies
6500 International Parkway, Suite 2000
Plano, Texas 75093
972/713-3770
Steve.Moerbe@TylerTech.com

Major Assumptions

**See Assumptions Detail for more information*

Expected Project Duration

CUC Enterprise Products:	5 Months
Additional Products:	Months
Total:	5 Months

Project Management dedication: 75%

Number of Interfaces: 0

Data Conversion Approach: Approach 1 - Standard conversion of TSG UNIX products

Training Approach: Tyler to perform direct training to end-users

Travel Allowance Assumptions 3 days/trip. 503 est. days onsite. 168 est. trips.

Overnight hotel required? **Yes**
Air travel required? **Yes**

Software Licenses

		License Fee
CUC Enterprise License		
Case Management		
Probate & Mental Health	Yes	
Civil & Family	Yes	**Included In CUC Enterprise License**
Criminal	Yes	
Justice of the Peace	Yes	
Prosecutor	Yes	
Additional Products - County License		
Jail Management	Yes	
Law Enforcement/RMS	Yes	included
Community Supervision	Yes	
Hot Checks	Yes	
Total - Local County Licenses		-

Implementation Services

		Original Hours	Adjusted Hours	Original Cost	Adjusted Cost
	Summary				
1	Project Management	1,557	1,690	141,955	245,050
2	Implementation Plan		120	17,400	17,400
3	Customization	2,000	154	132,210	20,020
4	Interfaces*	450	-	58,500	-
5	Fit Analysis	104	127	15,080	16,510
6	Data Conversion	160	685	25,480	89,050
7	Configuration & Consulting	360	1,181	52,000	153,530
8	Training	360	1,720	44,775	67,000
9	Go-Live Assistance	240	400	30,000	50,000
	Other Services				
	Services Totals	**5,231**	**6,077**	**517,400**	**658,560**
				-	
	Travel Allowance Budget		prev	59,000	131,467

Total Software License & Implementation Services **Original** **576,400**
Total Software License & Implementation Services **Adjusted** **790,027**

Hidalgo Implementation Plan - Phase I Civil

Implementation Plan- Services Detail

tyler works.

Hidalgo County Phase I

	Rate	Original Hours	Original Cost	Adjusted Hours	Adjusted Cost
CUC Products					
Project Management	145	979	141,955	1,690	245,050
Implementation Plan	145	120	17,400	120	17,400
Customization	130	1,017	132,210	154	20,020
Interfaces*	130	450	58,500		-
Courts					
Probate & Mental Health (CC)		**Hours**	**Cost**	**Adjusted**	
Fit Analysis	130	16	2,080	27	3,510
Data Conversion	130	80	10,400	80	10,400
Interfaces	130	-	-		-
Configuration & Consulting	130	120	15,600	120	15,600
Training	125	118	14,775	118	14,750
Go-Live Assistance	125	80	10,000	80	10,000
Civil & Family (CC & DC)					
Fit Analysis	130	100	13,000	100	13,000
Data Conversion	130	116	15,080	605	78,650
Interfaces	130		-	-	-
Configuration & Consulting	130	280	36,400	1,061	137,930
Training	125	240	30,000	418	52,250
Go-Live Assistance	125	160	20,000	320	40,000
Criminal (CC & DC)					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training - CC	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Prosecutor					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Justice of the Peace					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Total Services - CUC Products		3,876	517,400	4,893	658,560

	Rate	Original Hours	Original Cost	Adjusted Hous	Adjusted Cost
Additional Products					
Project Management	145	-	-	-	-
Customization	130	-	-	-	-
Jail Management		**Hours**	**Cost**	**Adjusted**	
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Law Enforcement / RMS					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Probation					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Hot Checks					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Other/Additional Services					
Total Services - Additional Products		-	-	-	-

Hidalgo County Implementation Plan for Invoicing - Phase I and II

Updated 2/15/2012

	Rate	Total Hours	Amount	Hour Adjustment	Cost Adjustment	Adjusted Hours	Adjusted cost	Actual Hours through 1/31/2012	Actual Amount Through 1/31/2012
P1 - Civil, Family, Probate, LE Civil Papers									
Project Management	145	979	$141,955.00	711	$103,095.00	1,690	$245,050.00	1,388	$201,310.03
Implementation Plan	145	120	$17,400.00	0	$0.00	120	$17,400.00	120	$17,400.00
Customization	130	1,017	$132,210.00	(863)	($112,190.00)	154	$20,020.00	153	$19,922.50
Fit Analysis	130	116	$15,080.00	11	$1,430.00	127	$16,510.00	127	$16,445.00
Data Conversion	130	196	$25,480.00	489	$63,570.00	685	$89,050.00	545	$70,882.50
Interfaces	130	450	$58,500.00	(450)	($58,500.00)	0	$0.00		$0.00
Configuration & Consulting	130	400	$52,000.00	781	$101,530.00	1,181	$153,530.00	1,018	$132,275.00
Training	125	358	$44,775.00	178	$22,225.00	536	$67,000.00	96	$12,000.00
Go-Live Assistance	125	240	$30,000.00	160	$20,000.00	400	$50,000.00	40	$5,000.00
P1 - Services Total		**3,876**	**$517,400.00**		**$141,160.00**	**4,893**	**$658,560.00**	**3,487**	**$475,235.03**
P2 - Criminal, Prosecutor, Hot Checks, Probate									
Project Management	145	1,824	$264,480.00	(528)	($76,582.00)	1,296	$187,898.00	24	$3,407.50
Implementation Plan	145	16	$2,320.00	0	$0.00	16	$2,320.00	0	$0.00
Customization	130	3,225	$419,250.00	(448)	($58,240.00)	2,777	$361,010.00	163	$21,125.00
Fit Analysis	130	296	$38,480.00	0	$0.00	296	$38,480.00	9	$1,137.50
Data Conversion	130	722	$93,860.00	0	$0.00	722	$93,860.00	0	$0.00
Interfaces	130	450	$58,500.00	0	$0.00	450	$58,500.00	0	$0.00
Configuration & Consulting	130	850	$110,500.00	0	$0.00	850	$110,500.00	15	$1,917.50
Training	125	971	$121,338.00	(51)	($6,338.00)	920	$115,000.00	9	$1,062.50
Go-Live Assistance	125	700	$87,500.00	0	$0.00	700	$87,500.00	0	$0.00
P2 - Services Total		**9,054**	**$1,196,228.00**		**($141,160.00)**	**8,027**	**$1,055,068.00**	**218**	**$28,650.00**
Total Services		**12,930**	**$1,713,628.00**			**12,920**	**$1,713,628.00**		
Travel Expense Estimate									
P1 - Civil, Family, Probate, LE Civil Papers			$59,000.00		$72,467.00		$131,467.00		$68,000.00
P2 - Criminal, Prosecutor, Hot Checks, Probate			$160,717.00		($72,467.00)		$88,250.00		$0.00
Travel Expense Estimate			**$219,717.00**				**$219,717.00**		**$68,000.00**
Services and Travel Total			**$1,933,345.00**				**$1,933,345.00**		**$68,000.00**

Amended and Restated Implementation Plan
Phase 2

WHEREAS, Tyler Technologies, Inc (hereinafter "Tyler") and the Texas Conference of Urban Counties (hereinafter "CUC") entered into a certain agreement whereby Tyler provides certain software and services relating to the CUC's Common Integrated Justice System (CIJS) Court Administration System project to CUC participating members

WHEREAS, in July 2007 Hidalgo County, Texas (hereinafter "Hidalgo") entered into an agreement with the CUC whereby Hidalgo became entitled to participate in the CIJS project administered by the CUC (hereinafter "the Agreement"); and

WHEREAS, on July 1, 2008 Hidalgo executed a certain Notice to Proceed whereby Hidalgo elected to acquire certain Tyler software and implementation services for the first phase of an anticipated multi-phase project which contained an Implementation Plan for phase 1 implementation (hereinafter "the Phase 1 Implementation Plan"); and

WHEREAS, the Phase 1 Implementation Plan contained a financial plan allocating the costs for various components of the phase 1 implementation project such as software, professional services and expenses; and

WHEREAs, on March 2, 2009 Hidalgo executed a certain Notice to Proceed whereby Hidalgo elected to acquire certain Tyler software and implementation services for the second phase of an anticipated multi-phase project which contained an Implementation Plan for phase 2 implementation (hereinafter "the Phase 2 Implementation Plan"); and

WHEREAS, the Phase 2 Implementation Plan contained a financial plan allocating the costs for various components of the phase 2 implementation project such as software, professional services and expenses; and

WHEREAS, at the time of approval of Amendment 2 to the Urban Counties TechShare Resource Sharing Addendum in April 2009 that authorized the initiation of phase 2 of the implementation project, phase 1 of the implementation project had not been completed and was then still underway; and

WHEREAS, as of this date both phase 1 and phase 2 implementation projects remain incomplete and the Parties hereto desire to reallocate the costs for the implementation project between phase 1 and phase 2 to allow for Hidalgo to continue with implementation efforts;

NOW THEREFORE, the parties hereto do mutually agree and represent as follows:

The attached Amended and Restated Implementation Plan provides a statement of cost allocation for the phase 2 implementation project as adjusted based upon the Parties agreement and understanding of the reallocation of the costs between phase 1 and phase 2 implementations.

The parties have simultaneously executed an Amended and Restated Implementation Plan agreement substantially similar to this Agreement containing corresponding adjustments to the Phase 1 Implementation Plan.

The parties further agree that the attached Amended and Restated Implementation Plan is intended to completely replace and supplant the Phase 2 Implementation Plan of March 2, 2009 and represents the restated Implementation Plan to which the parties agree to adhere. The parties understand and agree that neither shall be bound by or have any obligation to comply with, the Phase 1 Implementation Plan dated March 2, 2009 which shall be deemed wholly replaced.

To the extent any prior Term of the original agreements providing for implementation may have lapsed due to inactivity or by definition, such Term is hereby extended by agreement of the parties to allow for continued implementation.

The parties represent and acknowledge that sufficient and adequate consideration exists to support the mutual covenants and commitments described herein and that to the extent applicable, each shall be bound hereby.

By execution of this Agreement by Hidalgo, this Agreement shall serve as Notice to Proceed under Section 4 of the original License Participation Agreement approved by the Commissioners Court on July 24, 2007 with regard to the Amended and Restated Implementation Plan.

Dated this 6th day of ~~February~~ March, 2012.

Hidalgo County, TX

Name: Ramon Garcia

Title: County Judge

Approved by Commissioners' Court
on 3/6/12 RW

Tyler Technologies, Inc.

Name: Tom BARTEL

Title: 3/21/2012

Implementation Plan

Texas Conference of Urban Counties

Tyler Technologies, Inc.
6500 International Parkway, Ste. 2000 Plano, TX 75093 Tel: 972.713.3770 Fax: 972.713.3777 www.tyler-tsg.com

Participating Member County : Hidalgo - Phase II CJIS

Budget Letter Date: **Phase II Implementation Plan**
Last Updated: **2/15/2012**

Tyler Technologies Contact: Steve Moerbe
Accounts Manager
Tyler Technologies
6500 International Parkway, Suite 2000
Plano, Texas 75093
972/713-3770
Steve.Moerbe@TylerTech.com

Major Assumptions

**See Assumptions Detail for more information*

Expected Project Duration	
CUC Enterprise Products & Additional Products:	10 Months
	Months
Total:	10 Months
Project Management dedication:	75%
Number of Interfaces:	1
Data Conversion Approach:	Approach 1 - Standard conversion of TSG UNIX products
Training Approach:	Tyler to perform direct training to end-users

Travel Allowance Assumptions	3 days/trip.	416	est. days onsite.
		139	est. trips.
Overnight hotel required?	**Yes**		
Air travel required?	**Yes**		

Software Licens

			License Fee
CUC Enterprise License	**Included (Y/N)**		
Case Management			
Probate & Mental Health	Yes		
Civil & Family	Yes	**Included in CUC Enterprise License**	
Criminal	Yes		
Justice of the Peace	Yes		
Prosecutor	Yes		
Additional Products - County License			
Jail Management	Yes	Paid through CUC TechShare	375,000
Law Enforcement/RMS	Yes	Paid through CUC TechShare	included
Community Supervision	Yes		
Hot Checks	Yes	Paid through CUC TechShare	90,000
Total - Local County Licenses			**465,000**

Implementation Services

	Original Hours	Adjusted Hours	Original Cost	Adjusted Cost
Summary				
Project Management	1,824	1,296	264,480	187,898
Implementation Plan	16	16	2,320	2,320
Customization	3,225	2,777	419,250	361,010
Interfaces*	450	450	58,500	58,500
Fit Analysis	296	296	38,480	38,480
Data Conversion	722	722	93,860	93,860
Configuration & Consulting	850	850	110,500	110,500
Training	971	920	121,338	115,000
Go-Live Assistance	700	700	87,500	87,500
Other Services				
Services Totals	**9,054**	**8,027**	**1,196,228**	**1,055,068**
Travel Allowance Budget		prev	160,717	88,250

Total Software License & Implementation Services	**Original**	**1,821,945**
Total Software License & Implementation Services	**Adjusted**	**1,608,318**

Phase II Implementation Plan- Services Detail

tyler works.

Hidalgo County

	Rate	Original Hours	Original Cost	Adjusted Hours	Adjusted Cost
CUC Products					
Project Management	145	1,824	264,480	1,296	187,898
Implementation Plan	145	16	2,320	16	2,320
Customization	130	3,225	419,250	2,777	361,010
Interfaces*	130	450	58,500	450	58,500
Courts					
Probate & Mental Health (CC)		Hours	Cost	Adjusted	
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Civil & Family (CC & DC)					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training 125		-	-	-	-
Go-Live Assistance	125	-	-	-	-
Criminal (CC & DC)					
Fit Analysis	130	120	15,600	120	15,600
Data Conversion	130	220	28,600	220	28,600
Interfaces	130	-	-	-	-
Configuration & Consulting	130	360	46,800	360	46,800
Training - CC	125	371	46,338	320	40,000
Go-Live Assistance	125	180	22,500	160	20,000
Prosecutor					
Fit Analysis	130	40	5,200	40	5,200
Data Conversion	130	72	9,360	72	9,360
Interfaces	130		-	-	-
Configuration & Consulting	130	80	10,400	80	10,400
Training	125	120	15,000	120	15,000
Go-Live Assistance	125	80	10,000	80	10,000
Justice of the Peace					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Total Services - CUC Products		7,158	954,348	6,111	810,688

	Rate	Original Hours	Original Cost	Adjusted Hous	Adjusted Cost
Additional Products					
Project Management	145	-	-	-	-
Customization	130	-	-	-	-
Jail Management		Hours	Cost	Adjusted	
Fit Analysis	130	80	10,400	80	10,400
Data Conversion	130	220	28,600	220	28,600
Interfaces	130	-	-	-	-
Configuration & Consulting	130	250	32,500	250	32,500
Training	125	320	40,000	320	40,000
Go-Live Assistance	125	320	40,000	320	40,000
Law Enforcement / RMS					
Fit Analysis	130	40	5,200	40	5,200
Data Conversion	130	150	19,500	150	19,500
Interfaces	130	-	-	-	-
Configuration & Consulting	130	120	15,600	120	15,600
Training	125	120	15,000	120	15,000
Go-Live Assistance	125	80	10,000	100	12,500
Probation					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Hot Checks					
Fit Analysis	130	16	2,080	16	2,080
Data Conversion	130	60	7,800	60	7,800
Interfaces	130	-	-	-	-
Configuration & Consulting	130	40	5,200	40	5,200
Training	125	40	5,000	40	5,000
Go-Live Assistance	125	40	5,000	40	5,000
Other/Additional Services					
Total Services - Additional Products		1,896	241,880	1,916	244,380

Hidalgo County Implementation Plan for Invoicing - Phase I and II

Updated 2/15/2012

	Rate	Total Hours	Amount	Hour Adjustment	Cost Adjustment	Adjusted Hours	Adjusted cost	Actual Hours through 1/31/2012	Actual Amount Through 1/31/2012
P1 - Civil, Family, Probate, LE Civil Papers									
Project Management	145	979	$141,955.00	711	$103,095.00	1,690	$245,050.00	1,388	$201,310.03
Implementation Plan	145	120	$17,400.00	0	$0.00	120	$17,400.00	120	$17,400.00
Customization	130	1,017	$132,210.00	(863)	($112,190.00)	154	$20,020.00	153	$19,922.50
Fit Analysis	130	116	$15,080.00	11	$1,430.00	127	$16,510.00	127	$16,445.00
Data Conversion	130	196	$25,480.00	489	$63,570.00	685	$89,050.00	545	$70,882.50
Interfaces	130	450	$58,500.00	(450)	($58,500.00)	0	$0.00		$0.00
Configuration & Consulting	130	400	$52,000.00	781	$101,530.00	1,181	$153,530.00	1,018	$132,275.00
Training	125	358	$44,775.00	178	$22,225.00	536	$67,000.00	96	$12,000.00
Go-Live Assistance	125	240	$30,000.00	160	$20,000.00	400	$50,000.00	40	$5,000.00
P1 - Services Total		**3,876**	**$517,400.00**		**$141,160.00**	**4,893**	**$658,560.00**	**3,487**	**$475,235.03**
P2 - Criminal, Prosecutor, Hot Checks, Probate									
Project Management	145	1,824	$264,480.00	(528)	($76,582.00)	1,296	$187,898.00	24	$3,407.50
Implementation Plan	145	16	$2,320.00	0	$0.00	16	$2,320.00	0	$0.00
Customization	130	3,225	$419,250.00	(448)	($58,240.00)	2,777	$361,010.00	163	$21,125.00
Fit Analysis	130	296	$38,480.00	0	$0.00	296	$38,480.00	9	$1,137.50
Data Conversion	130	722	$93,860.00	0	$0.00	722	$93,860.00	0	$0.00
Interfaces	130	450	$58,500.00	0	$0.00	450	$58,500.00	0	$0.00
Configuration & Consulting	130	850	$110,500.00	0	$0.00	850	$110,500.00	15	$1,917.50
Training	125	971	$121,338.00	(51)	($6,338.00)	920	$115,000.00	9	$1,062.50
Go-Live Assistance	125	700	$87,500.00	0	$0.00	700	$87,500.00	0	$0.00
P2 - Services Total		**9,054**	**$1,196,228.00**		**($141,160.00)**	**8,027**	**$1,055,068.00**	**218**	**$28,650.00**
Total Services		**12,930**	**$1,713,628.00**			**12,920**	**$1,713,628.00**		
Travel Expense Estimate									
P1 - Civil, Family, Probate, LE Civil Papers			$59,000.00		$72,467.00		$131,467.00		$68,000.00
P2 - Criminal, Prosecutor, Hot Checks, Probate			$160,717.00		($72,467.00)		$88,250.00		$0.00
Travel Expense Estimate			**$219,717.00**				**$219,717.00**		**$68,000.00**
Services and Travel Total			**$1,933,345.00**				**$1,933,345.00**		**$68,000.00**

Hidalgo Implementation Plan - Phase I Civil

Phase I Implementation Plan- Services Detail

tyler works.

Hidalgo County Phase I				Amm 4							
	Rate	Amend #3 Hours	Amend #3 Cost	Adjusted Hours	Adjusted Cost	Diff 3v4		Rate	Amend #3 Hours	Amend #3 Cost	Adjusted Hous	Adjusted Cost
CUC Products							**Additional Products**					
Project Management	145	1,690.00	245,050.00	1,760.75	255,308.75	70.75	Project Management	145	-	-	-	-
Implementation Plan	145	120.00	17,400.00	120.00	17,400.00	-						
Customization	130	154.00	20,020.00	296.00	38,480.00	142.00	Customization	130	-	-	-	-
Interfaces*	130		-		-							
Courts												
Probate & Mental Health (CC)		**Adjusted**	**Cost**	**Adjusted**			**Jail Management**		**Hours**	**Cost**	**Adjusted**	
Fit Analysis	130	27.00	3,510.00	10.56	1,372.80	(16.44)	Fit Analysis	130	-	-	-	-
Data Conversion	130	80.00	10,400.00	189.25	24,602.50	109.25	Data Conversion	130	-	-	-	-
Interfaces	130		-		-	-	Interfaces	130	-	-	-	-
Configuration & Consulting	130	120.00	15,600.00	224.50	29,185.00	104.50	Configuration & Consulting	130	-	-	-	-
Training	125	118.00	14,750.00	-	-	(118.00)	Training	125	-	-	-	-
Go-Live Assistance	125	80.00	10,000.00	-	-	(80.00)	Go-Live Assistance	125	-	-	-	-
Civil & Family (CC & DC)							**Law Enforcement / RMS**					
Fit Analysis	130	100.00	13,000.00	88.00	11,440.00	(12.00)	Fit Analysis	130	-	-	-	-
Data Conversion	130	605.00	78,650.00	493.25	64,122.50	(111.75)	Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-	-	Interfaces	130	-	-	-	-
Configuration & Consulting	130	1,061.00	137,930.00	953.00	123,890.00	(108.00)	Configuration & Consulting	130	-	-	-	-
Training	125	418.00	52,250.00	544.00	68,000.00	126.00	Training	125	-	-	-	-
Go-Live Assistance	125	320.00	40,000.00	345.00	43,125.00	25.00	Go-Live Assistance	125	-	-	-	-
Criminal (CC & DC)							**Probation**					
Fit Analysis	130	-	-	-	-		Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-		Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-		Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-		Configuration & Consulting	130	-	-	-	-
Training - CC	125	-	-	-	-		Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-		Go-Live Assistance	125	-	-	-	-
Prosecutor							**Hot Checks**					
Fit Analysis	130	-	-	-	-		Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-		Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-		Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-		Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-		Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-		Go-Live Assistance	125	-	-	-	-
Justice of the Peace							**Other/Additional Services**					
Fit Analysis	130	-	-	-	-							
Data Conversion	130	-	-	-	-							
Interfaces	130	-	-	-	-							
Configuration & Consulting	130	-	-	-	-							
Training	125	-	-	-	-							
Go-Live Assistance	125	-	-	-	-							
						131.31						
						(81.44)						
Total Services - CUC Products		4,893.00	658,560.00	5,024.31	676,926.55		**Total Services - Additional Products**		-	-	-	-

Hidalgo Implementation Plan Phase II - ICJ

Phase II Implementation Plan- Services Detail

tyler works.

Phase II	Rate	Amend #3 Hours	Amend #3 Cost	Am 4 Adjusted Hours	Adjusted Cost	Diff 3v4
CUC Products						
Project Management	145	1,295.85	187,898.00	1,225.10	177,639.50	(70.75)
Implementation Plan	145	16.00	2,320.00	16.00	2,320.00	-
Customization	130	2,777.00	361,010.00	2,614.50	339,885.00	(162.50)
Interfaces*	130	450.00	58,500.00	450.00	58,500.00	-
Courts						
Probate & Mental Health (CC)		**Hours**	**Cost**	**Adjusted**		
Fit Analysis	130	-	-	-	-	
Data Conversion	130	-	-	-	-	
Interfaces	130	-	-	-	-	
Configuration & Consulting	130	-	-	-	-	
Training	125	-	-	-	-	
Go-Live Assistance	125	-	-	-	-	
Civil & Family (CC & DC)						
Fit Analysis	130	-	-	-	-	
Data Conversion	130	-	-	-	-	
Interfaces	130	-	-	-	-	
Configuration & Consulting	130	-	-	-	-	
Training	125	-	-	-	-	
Go-Live Assistance	125	-	-	-	-	
Criminal (CC & DC)						
Fit Analysis	130	120.00	15,600.00	296.00	38,480.00	176.00
Data Conversion	130	220.00	28,600.00	722.00	93,860.00	502.00
Interfaces	130	-	-	-	-	-
Configuration & Consulting	130	360.00	46,800.00	914.88	118,934.70	554.88
Training - CC	125	320.00	40,000.00	911.50	113,937.50	591.50
Go-Live Assistance	125	160.00	20,000.00	700.00	87,500.00	540.00
Prosecutor						
Fit Analysis	130	40.00	5,200.00	-	-	(40.00)
Data Conversion	130	72.00	9,360.00	-	-	(72.00)
Interfaces	130	-	-	-	-	-
Configuration & Consulting	130	80.00	10,400.00	-	-	(80.00)
Training	125	120.00	15,000.00	-	-	(120.00)
Go-Live Assistance	125	80.00	10,000.00	-	-	(80.00)
Justice of the Peace						
Fit Analysis	130	-	-	-	-	
Data Conversion	130	-	-	-	-	
Interfaces	130	-	-	-	-	
Configuration & Consulting	130	-	-	-	-	
Training	125	-	-	-	-	
Go-Live Assistance	125	-	-	-	-	
Total Services - CUC Products		6,110.85	810,688.00	7,849.98	1,031,056.70	

	Rate	Amend #3 Hours	Amend #3 Cost	Adjusted Hous	Adjusted Cost
Additional Products					
Project Management	145	-	-	-	-
Customization	130	-	-	20.50	2,665.00
Jail Management		**Hours**	**Cost**	**Adjusted**	
Fit Analysis	130	80.00	10,400.00	-	-
Data Conversion	130	220.00	28,600.00	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	250.00	32,500.00	-	-
Training	125	320.00	40,000.00	-	-
Go-Live Assistance	125	320.00	40,000.00	-	-
Law Enforcement / RMS					
Fit Analysis	130	40.00	5,200.00	-	-
Data Conversion	130	150.00	19,500.00	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	120.00	15,600.00	14.75	1,917.50
Training	125	120.00	15,000.00	8.50	1,062.50
Go-Live Assistance	125	100.00	12,500.00	-	-
Probation					
Fit Analysis	130	-	-	-	-
Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-
Training	125	-	-	-	-
Go-Live Assistance	125	-	-	-	-
Hot Checks					
Fit Analysis	130	16.00	2,080.00	-	-
Data Conversion	130	60.00	7,800.00	-	-
Interfaces	130	-	-	-	-
Configuration & Consulting	130	40.00	5,200.00	-	-
Training	125	40.00	5,000.00	-	-
Go-Live Assistance	125	40.00	5,000.00	-	-
Other/Additional Services					
Total Services - Additional Products		1,916.00	244,380.00	43.75	5,645.00

AI-33933 **Purchasing Department 19. F. 1.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Agapito Vargas **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance, and approval of the following for C-CAP-12-138-07-24 Acevedo #4 Subdivision between Hidalgo County and 2GS, LLC as submitted through project engineer Javier Hinojosa Engineering:

a. Final construction contract (CC previously approved to award on 07-24-12) in the amount of $346,509.20;

b. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1312-431-00-123-014-1-731/733

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

BUDGETARY IMPACT:

Available funds in Requisition #219962 as of 8/30/12 are $346,509.20.

Obj Code 731: $212,079.20
Obj Code 733: $134,430.00

Attachments

262.031
ai req
acevedo4 contract
Cost Breakdown

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/29/2012 02:24 PM
Budget & Management	Merlen P. Munoz	08/30/2012 08:26 AM
Perla Lopez	Perla Lopez	08/30/2012 11:35 AM
Yvette Islas	Yvette Islas	09/04/2012 01:32 PM
Perla Lopez	Perla Lopez	09/04/2012 01:45 PM
Auditor's Office	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Yvette Islas Started On: 08/29/2012 11:08 AM

Final Approval Date: 09/07/2012

§ 262.031. CHANGES IN PLANS AND SPECIFICATIONS.

(a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 104, § 1, eff. May 7, 1993; Acts 1993, 73rd Leg., ch. 891, § 1, eff. June 19, 1993; Acts 1995, 74th Leg., ch. 746, § 4, eff. Aug. 28, 1995.

From: marcie.jackson
To: Yvette Islas
Subject: Request Final Approval - Contract Acevedo Subdivision No.4
Date: Wednesday, August 29, 2012 11:28:40 AM

Yvette,

Please submit:

Approval of final negotiated contract for Precinct 3 – 3rd Call Border Colonias Project:
Acevedo Subdivision No.4 (CSJ: 3C1080014)
Contractor: 2GS, LLC
Project Engineer: Javier Hinojosa Engineering
Account: 2-1312-431-00-123-014-1-731 & 733

Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us

HIDALGO COUNTY PRECINCT #3
BORDER COLONIA ACCESS PROGRAM
ROUND II

TECHNICAL SPECIFICATIONS FOR TURN KEY

ACEVEDO SUBDIVISION UNIT NO. 4

Daniel Road	CSJ#2C-1080-014
1st Street	CSJ#2C-1080-014
2nd Street	CSJ#2C-1080-014
3rd Street	CSJ#2C-1080-014
4th Street	CSJ#2C-1080-014

JAVIER HINOJOSA ENGINEERING
416 E. DOVE AVENUE
McALLEN, TEXAS 78504
(956) 668-1588
FAX: (956) 994-8102
E-mail: javhin@rgv.rr.com
TBPE FIRM NO. F-1295

TABLE OF CONTENTS
CAP-12-138-07-03-YSI
ACEVEDO SUBDIVISION NO. 4

1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) Exhibit C
    - **a.** Insurance

12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) Exhibit A General Notes & Standard Specifications
    - **a.** Technical Specifications
    - **b.** Government Specifications & Special Provisions

17) Exhibit B
    - **a.** Debarment
    - **b.** W-9
    - **c.** Bidder/Vendor Application
    - **d.** Conflict of Interest Memo
    - **e.** Conflict of Interest Form
    - **f.** Sales Tax and Local Sales Tax Certificate

18) Exhibit D Border Wage Rates
    - **a.** Government code Ch 2258
    - **b.** Prevailing Wage Rate
    - **c.** Davis Bacon

19) Exhibit E
    - **a.** Checklist
    - **b.** Change Order
    - **c.** Payment of Application
    - **d.** Estimate Quantity Update
    - **e.** Schedule of Values
    - **f.** Contract Time Statement
    - **g.** Colonia Testing Requirement
    - **h.** List of Suppliers

i. Partial Release of Lien
j. Contractor's Affidavit of Payment of Debts and Claims
k. Prevailing Wage Rates Certificate Statement
l. Certificate of Construction Completion
m. Contractor's Affidavit of Release of Liens
n. Payment Schedule
o. Quantity Work Sheet

20) Construction Identification Sign

LEGAL NOTICE **BID NO: CAP-12-138-07-03-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR ACEVEDO SUBDIVISION UNIT NO. 4"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID- CAP-12-138-07-03-YSI -- HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR ACEVEDO SUBDIVISION UNIT NO. 4"** and in Hidalgo County New Administration Building – Purchasing Department 2812 S. Business Hwy 281, Edinburg, Texas 78539, **on or before 9:30 a.m., TUESDAY, JULY 3, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS- CAP-12-138-07-03-YSI HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR ACEVEDO SUBDIVISION UNIT NO. 4" .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. Hidalgo County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

17. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **" HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR ACEVEDO SUBDIVISION UNIT NO. 4"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Colonia Access Program
  302 E. State Avenue
  Pharr, Texas 78577
  ATTN.: Marcie Jackson, Administrative

18. Schedule of Events

Bid Opening, 9:30 AM	**Tuesday, July 3, 2012**
Award of Contract	_____, _____, 2012
Commence Work or Deliver Products	_____, 2012

19. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

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

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

20. Ethical Standards:

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

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

21. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of

successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

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

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY PRECINCT NO. 3
"ROAD AND DRAINAGE CONSTRUCTION FOR ACEVEDO SUBDIVISION UNIT NO. 4"
BID NO.: CAP-12-138-07-03-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: 2GS, LLC.
Address: P.O. BOX 595, PENITAS, TX. 78576
By: [signature]
Printed Name: HUMBERTO GARCIA JR.
Title: SECRETARY/OFFICER

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 3 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Tuesday, April 3, 2012 at 9:30 a.m.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 3 Border Colonia Access Program.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed from and accompanied by Cerfication by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): **Border Access Colonia Project Round II**
Grant No. 2C-1080-014
Acevedo Subdivision Unit No. 4

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the eveidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within 90 **consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **Javier Hinojosa Engineering Attn: Javier Hinojosa, P.E., 416 E. Dove Avenue, McAllen, Texas 78504** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

11. Existing asphalt paving to be scarified and removed incidental to price bid for Right Of Way Preparation.

12. Construction of the drainage bar ditches along the roadway shall be considered incidental to price bid for Preparing Right of Way.

BID FORM

Company Name:	2GS, LLC
Signature:	
Printed Name:	HUMBERTO GARCIA JR.

BID FORM

HIDALGO COUNTY PRECINCT NO. 3
BORDER COLONIA ACCESS PROJECT
CAP-12-138-07-03-YSI
ROAD AND DRAINAGE CONSTRUCTION FOR ACEVEDO SUBDIVISION UNIT NO. 4

BID ITEMS FOR ROAD CONSTRUCTION

TXDOT Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
PAVING						
100	31.35	STA	Preparing ROW	One thousand Dollars zero Cents	$1,000.00	$31,350.00
247	9766	SY	8" Flex Base (Compl in place) (TY E GR4)	Six Dollars zero Cents	$ 6.00	$58,596.00
251	9766	SY	Rewking BS Matl (DC) (TY D CL6)	Three Dollars fifty Cents	$ 3.50	$ 34,181.00
310	1957	GAL	ASPH Matrl (MC-30)	Four Dollars twenty five Cents	$ 4.25	$ 8,317.25
340	8371	SY	ASPH Conc (TY D)(1 1/2")	Eight Dollars fourty five Cents	$ 8.45	$70,734.95
502	3	MO	Barricades, Sign and Traffic Handling	One thousand Dollars five hundred zero Cents	$1,500.00	$ 4,500.00
530	180	SY	Turnouts (ASPH-CONC-PAV)(PB-2)	Twenty Dollars zero Cents	$ 20.00	$ 3,600.00
506	1040	LF	Temporary Sediment Control Fence	Three Dollars zero Cents	$ 3.00	$ 3,120.00
506	1040	LF	Temporary Sediment Control Fence (Remove)	One Dollars zero Cents	$ 1.00	$ 1,040.00
		LUMP SUM	Relocate Mail Boxes	Eight hundred Dollars zero Cents	$ 800.00	$ 800.00

Roadway Subtotal	$ 216,239.20

Company Name:	2GS, LLC.
Signature:	
Printed Name:	HUMBERTO GARCIA JR.

Bid total → Next Page

DRAINAGE

530	1400	SY	Driveway (ASPH-CON-PAV) (PB-1)	Twenty five Dollars zero Cents	$ 25.00	$35,000.00
530	962	SY	Driveway (Concrete 3000 PSI)	Thirty five Dollars zero Cents	$ 35.00	$33,670.00
464	1970	LF	15" ADS Culvert Pipe	Twenty Dollars zero Cents	$ 20.00	$39,400.00
464	420	LF	18" RCP Culvert Pipe	Thirty Dollars zero Cents	$ 30.00	$12,600.00
467	12	EA	Safety End Treatment	Eight hundred Dollars zero Cents	$ 800.00	$ 9,600.00

Drainage Subtotal	$ $130,270.00

Bid Total	**$** 346,509.20

BIDDER/COMPANY NAME: 2GS, LLC

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: HUMBERTO GARCIA JR.

TITLE: SECRETARY/OFFICER

OPENED
7-3-12

Witnessed

[signature]

Company Name:	2GS, LLC.
Signature:	[signature]
Printed Name:	HUMBERTO GARCIA JR.

CONTINUATION OF BID PACKAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid **within 90 calendar days** as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ Dollars (5%) or a Bid Bond in the Sum of _____ Dollars (5%), which is agreed shall be collected and retained by the **Owner** under the Conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	NONE		#2		
#3			#4		

Respectfully submitted,

HUMBERTO GARCIA JR.
Name of firm

By: _____ 7/02/2012
Signature Date

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OR REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER

SECRETARY/OFFICER
Title

P.O. BOX. 595
Address

PENITAS, TX. 78576

(956)607-4448
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

Company Name:	2GS LLC
Signature:	
Printed Name:	HUMBERTO GARCIA JR.

SUR6022226

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

2GS, LLC
P.O. Box 595
Penitas **TX** **78576**

as Principal, hereinafter called the Principal, and **State Automobile Mutual Insurance Company**
518 East Broad Street **Columbus** **OH** **43215**

a corporation duly organized under the laws of the State of **OH**
as Surety, hereinafter called the Surety, are held and firmly bound unto

Hidalgo County

as Obligee, hereinafter called the Obligee, in the sum of 5.00 % of the bid, not to exceed **Nineteen thousand eight hundred** Dollars ($ **19,800.00**),
for the payment of which sum well and truly to be made, 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
Road and Drainage Improvements for Acevedo No. 4 Subdivision

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 03 day of July, 2012.

(Witness)	**2GS, LLC** (Principal) (Seal)
	Principal Signature and Title
(Witness)	**State Automobile Mutual Insurance Company** (Surety) (Seal)
	Andres Alvarez *Attorney-In-Fact*

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
COLUMBUS, OHIO

CERTIFIED COPY

THIS POWER OF ATTORNEY IS SPECIFIC TO:

Bond No. SUR6022226

Bond Amount. 19,800.00

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint Andres Alvarez

of San Juan and State of TX

its true and lawful Attorney(s)-in- Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond described above, subject to the limitation that the penalty of the bond shall not exceed Nineteen thousand eight hundred ($ 19,800.00)

and to bind the Company thereby as fully and to the same extent as if the bond was signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the sea[of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require, and any such bond, undertaking recognizance consent of surety or written obligation in the nature thereof "I be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or 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.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 1st day of April 2010

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: _____
Paul E. Nordman, Vice President/Director of Business Insurance

By: _____
Larry D. Williams, Vice President/Director of Middle Market Operations

Seal

Form 18-C Cert.

STATE OF OHIO
COUNTY OF FRANKLIN, } ss:

On this 1st day of April, A.D., 2010, before me personally came

Paul E. Nordman and Larry D. Williams, to me known, who being

duly sworn, did depose and say that they are Assistant Vice Presidents

respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.

Notary Public

NOTARIAL SEAL STATE OF OHIO

HAL D. THOMPSON
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec.147.03 R.C.

CERTIFICATE

1, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 03 day of July 2012

Assistant Secretary
John A. Couger

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-12-138-07-24

This Agreement, entered into this **24th** day of **July**, 2012 by and between Hidalgo County (hereinafter called the "OWNER," and, **2GS, LLC** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

ACEVEDO#4 SUBDIVISION

Hereinafter called the project, for the sum of **Three Hundred Forty Six Thousand Five Hundred Nine Dollars and Twenty Cents ($346,509.20)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa Engineering**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **____90 consecutive calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter.

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

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON **JULY 24, 2012**.

CONTRACTOR: _____
Print Name & Title: ~~Pedro Saenz, President~~ Humberto Garcia Jr. Secretary
Name of Firm: 2GS, LLC
Address: P.O. Box 595
Penitas, Texas 78576
Fed I.D. #/SS #: 45-4338911

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 10th day of AUGUST, 2012, by Humberto Garcia, Secretary (Name & Title) of and on behalf of 2GS, LLC (A corporation).

JOSE L. SAENZ
My Commission Expires
November 12, 2015

Notary Public-Signature

APPROVED AS TO FORM:
Hidalgo County Dept. of County Affairs
100 N. Closner Room 303
Edinburg, Texas 78539

BY: _____
Assistant District Attorney

ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of TEXAS)

County of HIDALGO)

HUMBERTO GARCIA JR., being first duly sworn, deposes and says that:

(1) He is SECRETARY/OFFICER, of 2GS, LLC., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

SECRETARY /OFFICER
(Title)

Subscribed and sworn to before me on this 2nd
Day of July 2012

_____
Jose L Saenz NOTARY PUBLIC
Title

JOSE L. SAENZ
My Commission Expires
November 12, 2015

State Automobile Mutual Insurance Company

Stipulation

08/28/2012
Date

To be attached to and form a part of bond No. SUR6022226 issued by State Automobile Mutual Insurance Company, of Columbus, Ohio on behalf of:
2GS, LLC
(Principal)
In favor of: Hidalgo County
(Obligee)
In the amount of $ 346,509.20, and dated 08/20/2012

It is hereby stipulated and agreed that said bond is amended as follows:
The bond penalty amount for Payment Bond # SUR6022226 is amended to $346,509.20 from $346,509.

Effective 08/20/2012

New annual premium $ N/A, no modification

It is further stipulated and agreed that nothing herein contained shall vary, alter or modify any of the conditions of the said bond except as hereby modified.

Signed Sealed and Dated: 08/28/2012

By: _____
2GS, LLC Principal

STATE AUTOMOBILE MUTUAL INSURANCE CO.

By: _____
Andres Alvarez, Attorney-in-Fact

SR-14

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
COLUMBUS, OHIO

CERTIFIED COPY

THIS POWER OF ATTORNEY IS SPECIFIC TO:

Bond No. SUR6022226
Bond Amount. $346,509.20
Bond Date: 08/20/2012
Bond Description: P&P Bond Rider

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint Andres Alvarez

of San Juan and State of TX
its true and lawful Attorney(s)-in- Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond described above, subject to the limitation that the penalty of the bond shall not exceed Three hundred forty-six thousand five hundred nine dollars and twenty cents ($ 346,509.20)

and to bind the Company thereby as fully and to the same extent as if the bond was signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-i n- Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations In the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation In the nature thereof shall be valid and binding upon the Company when duly executed and sealed, If a seal Is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-In-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations In the nature thereof; which the business of the Company may require, and any such bond, undertaking recognizance consent of surety or written obligation In the nature thereof "I be valid and binding upon the Company when duly executed and sealed, If a seal Is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or 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.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 23rd day of May, 2007

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: _____
Paul E. Nordman, Vice President/Director of Business Insurance

By: _____
Larry D. Williams, Vice President/Director of Middle Market Operations

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

Form 18-C Cert.

STATE OF OHIO
COUNTY OF FRANKLIN } ss:

On this 23rd day of May, A,D., 2007, before me personally came Paul E. Nordman and Larry D. Williams, to me known, who being duly sworn, did depose and say that they are Assistant Vice Presidents respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.

Notary Public

NOTARIAL SEAL STATE OF OHIO

HAL D. THOMPSON
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C

CERTIFICATE

1, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 28th day of August, 2012

Assistant Secretary
John A. Couger

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

SUR6022226

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
2GS, LLC

P.O. Box 595
Penitas TX 78576

SURETY (Name and Principal Place of Business):
State Automobile Mutual Insurance Company
518 East Broad Street
Columbus OH 43215

OWNER (Name and Address):
Hidalgo County
100 N. Closner
Edinburg TX 78539

CONSTRUCTION CONTRACT
Date: 07/24/2012
Amount: 346,509.20
Description (Name and Location): Road and Drainage Improvements for Acevedo No. 4 Subdivision

BOND
Date (Not earlier than Construction Contract Date): 08/20/2012
Amount: 346,509
Modifications to this Bond: ☐ None ☐ See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
2GS, LLC
Signature:
Name and Title:

SURETY
Company: (Corporate Seal)
State Automobile Mutual Insurance Company
Signature:
Name and Title: Andres Alvarez
Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. **Modified (Modifications are bolded)** The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, **and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim.**

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor **and furnished to Surety an explanation of the claim and copies of documents on which the Claimant relies to support the claim.**

5 **Modified (Modifications are bolded and lined)** If a notice required by Paragraph 4 is given by the Owner to the Contractor ~~or~~ **and** to the Surety, that is sufficient compliance.

6 **Modified (Modifications are bolded and lined)** When the Claimant has satisfied the conditions of Paragraph 4 ~~, the Surety shall promptly and at the Surety's expense take the following actions~~ **and has submitted any additional supporting documentation, and any sworn statement of claim, requested by the Surety, the Surety shall at the Surety's expense take the following actions:**

~~6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.~~ **After receiving all of the information requested from the Claimant, the Surety shall, within a reasonable period of time based on the complexity of the case, which shall not be less than 90 days, send an answer to the Claimant, with a copy to the Owner, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.**

6.2 Pay or arrange for payment of any undisputed amounts, **including, but not limited to, the execution of an appropriate release and/or assignment.**

6.3 The Surety's failure to fully and/or timely discharge its obligations under this Section 6 or to dispute or identify any specific defense to all or part of a claim, shall not be deemed as an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this Bond exceed the properly documented amount due and owing and shall not include interest or consequential damages.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deeme incorporated herein. The intent is that this Bond shall b construed as a statutory bond and not as a common la bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Sections 4.1, 4.2.3, 5, 6, 6.1 and 6.2 were modified as shown in bold letters and deleted words.
Section 6.3 was added and is designated in bold letters.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
COLUMBUS, OHIO

CERTIFIED COPY

THIS POWER OF ATTORNEY IS SPECIFIC TO:

Bond No. SUR6022226

Bond Amount. 346,509.20

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint Andres Alvarez

of San Juan and State of TX

its true and lawful Attorney(s)-in- Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond described above, subject to the limitation that the penalty of the bond shall not exceed Three hundred forty-six thousand five hundred nine ($ 346,509.20)

and to bind the Company thereby as fully and to the same extent as if the bond was signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the sea[of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require, and any such bond, undertaking recognizance consent of surety or written obligation in the nature thereof "I be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or 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.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 1st day of April, 2010

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: _____
Paul E. Nordman, Vice President/Director of Business Insurance

By: _____
Larry D. Williams, Vice President/Director of Middle Market Operations

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

Form 18-C Cert.

STATE OF OHIO
COUNTY OF FRANKLIN, } ss:

On this 1st day of April, A.D., 2010, before me personally came

Paul E. Nordman and Larry D. Williams, to me known, who being

duly sworn, did depose and say that they are Assistant Vice Presidents

respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.

Notary Public

NOTARIAL SEAL STATE OF OHIO

HAL D. THOMPSON
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec.147.03 R.C.

CERTIFICATE

1, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 20 day of August 2012

Assistant Secretary
John A. Couger

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY Seal

SUR6022226

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
2GS, LLC

P.O. Box 595
Penitas TX 78576

SURETY (Name and Principal Place of Business):
State Automobile Mutual Insurance Company
518 East Broad Street
Columbus OH 43215

OWNER (Name and Address):
Hidalgo County
100 N. Closner
Edinburg TX 78539

CONSTRUCTION CONTRACT
Date: 07/24/2012
Amount: 346,509.20
Description (Name and Location): Road and Drainage Improvements for Acevedo No. 4 Subdivision

BOND
Date (Not earlier than Construction Contract Date): 08/20/2012
Amount: 346,509.20
Modifications to this Bond: ☐ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
2GS, LLC

Signature: _____
Name and Title:

SURETY
Company: (Corporate Seal)
State Automobile Mutual Insurance Company

Signature: _____
Name and Title: Andres Alvarez
Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement betwen the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, HUMBERTO GARCIA JR., authorized representative for 2GS, LLC.,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

[X] have already been met, see attached copy of insurance certificate.

_____
Authorized Representative

7-2-12
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

Client#: 14126 2GSLLC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956 687-1286 E-MAIL ADDRESS:
INSURED 2GS, LLC P O Box 595 Penitas, TX 78576	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Colony Insurance Company — 39993 INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : Sentinel Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL900945	02/21/2012	02/21/2013	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
C	AUTOMOBILE LIABILITY			65UECNG9319	02/21/2012	02/21/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001234244	02/21/2012	02/21/2013	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y]	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Hidalgo County Pct. 3 - Acevedo Subdivision Unit No. 4

General Liability Policy contains U649A-0510 Contractors PAC endorsement

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County 2812 S. Bus. Highway 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brian E. Lewis

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PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, HUMBERTO GARCIA JR., possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: BID BOND, PAYMENT AND PERFORMANCE BONDS.
3. Certificates: ALL INSURANCE CERTIFICATE.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____
Authorized Signature

7/02/2012
Date

2GS, LLC.
Company

P.O. BOX 595
Address

PENITAS, TX. 78576
City, State, Zip

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURER A:

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 THER 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	LIMITS	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CL E ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

SAMPLE

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm **Javier Hinojosa Engineering**.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*–Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*–The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*–The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*–Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*–The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*–The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*–The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*–Performance and payment bonds and other instruments of security.

9. *Change Order*–A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*–A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*–The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*–The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*–The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*–The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*–The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*–Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*–The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*–Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*–All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*–Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*–That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*–An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*–The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*–That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*–A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*–All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*–Work to be paid for on the basis of unit prices.

48. *Work*–The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*–A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*–A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the perfomance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

GENERAL NOTES AND STANDARD SPECIFICATIONS

ITEM 247. Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "E" materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

Max PI	12
Min. Comp. Strength PSI:	180 at 15 PSI Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

Technical Specifications

TECHNICAL SPECIFICATIONS

ITEM	DESCRIPTION
Item 247	Flexible Base
Item 340	Hot Mix Asphaltic Concrete Pavement
Item 400	Excavation and Backfill for Structures
Item 402	Trench Excavation Protection
Item 464	Reinforced Concrete Pipe
Item 479	Adjusting Manholes and Inlets
Item 502	Barricades, Signs and Traffic Handling
Item 530	Driveways and Turnouts
Item 5010	Construction Exists
Item 5249	Temporary Sediment Control Fence

ITEM 247

FLEXIBLE BASE

247.1. Description. Construct a foundation course composed of flexible base.

247.2. Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

A. Aggregate. Furnish aggregate of the type and grade shown on the plans and conforming to the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1, unless shown on the plans.

Table 1
Material Requirements

Property	Test Method	Grade 1	Grade 2	Grade 3	Grade 4
Master gradation sieve size (% retained)	Tex-110-E				As shown on the plans
2-1/2 in.		–	0	0	
1-3/4 in.		0	0–10	0–10	
7/8 in.		10–35	–	–	
3/8 in.		30–50	–	–	
No. 4		45–65	45–75	45–75	
No. 40		70–85	60–85	50–85	
Liquid limit, % max.[1]	Tex-104-E	35	40	40	As shown on the plans
Plasticity index, max.[1]	Tex-106-E	10	12	12	As shown on the plans
Plasticity index, min.[1]		As shown on the plans			
Wet ball mill, % max.[2]	Tex-116-E	40	45	–	As shown on the plans
Wet ball mill, % max. increase passing the No. 40 sieve		20	20	–	
Classification[3]	Tex-117-E	1.0	1.1–2.3	–	As shown on the plans
Min. compressive strength[3], psi					As shown on the plans
lateral pressure 0 psi		45	35	–	
lateral pressure 15 psi		175	175	–	

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. When a soundness value is required by the plans, test material in accordance with Tex-411-A.
3. Meet both the classification and the minimum compressive strength, unless otherwise shown on the plans.

1. **Material Tolerances.** The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

   When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

   The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following.

a. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.

b. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.

c. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.

d. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.A.3.b, "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.

e. **Type E.** As shown on the plans.

3. **Recycled Material.** Recycled asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.

   a. **Limits on Percentage.** When RAP is allowed, do not exceed 20% RAP by weight unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.

   b. **Recycled Material (Including Crushed Concrete) Requirements.**

      (1) **Contractor Furnished Recycled Materials.** When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.

      (2) **Department Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
      - Department required recycled material will not be subject to the requirements in Table 1,
      - Contractor furnished materials are subject to the requirements in Table 1 and this Item,
      - the final product, blended, will be subject to the requirements in Table 1, and
      - for final product, unblended (100% Department furnished required recycled material), the liquid limit, plasticity index, wet ball mill, classification, and compressive strength is waived.

      Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

      (3) **Department Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

   c. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

      The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved by the Engineer.

B. **Water.** Furnish water free of industrial wastes and other objectionable matter.

C. **Material Sources.** When non-commercial sources are used, expose the vertical faces of all strata of material proposed for use. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

247.3. Equipment. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

247.4. Construction. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise shown on the plans. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

A. **Preparation of Subgrade or Existing Base.** Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Stabilized Base and Asphalt Pavement," when shown on the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

   When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

   When shown on the plans or directed, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying. Correct soft spots as directed.

B. **Placing.** Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

   Place successive base courses and finish courses using the same construction methods required for the first course.

C. **Compaction.** Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

   Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

   Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

   1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.
   2. **Density Control.** Compact to at least 100% of the maximum density determined by Tex-113-E unless otherwise shown on the plans. Determine the moisture content of the material at the beginning and during compaction in accordance with Tex-103-E.

      The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

D. **Finishing.** After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

In areas where surfacing is to be placed, correct grade deviations greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section. Correct by loosening, adding, or removing material. Reshape and recompact in accordance with Section 247.4.C, "Compaction."

E. **Curing.** Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

247.5. Measurement. Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or cubic yard in vehicle.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

A. **Cubic Yard in Vehicle.** By the cubic yard in vehicles of uniform capacity at the point of delivery.

B. **Cubic Yard in Stockpile.** By the cubic yard in the final stockpile position by the method of average end areas.

C. **Cubic Yard in Final Position.** By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.

D. **Square Yard.** By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

E. **Ton.** By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

247.6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this project, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.2, "Changes in the Work."

A. **Flexible Base (Complete In Place).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

B. **Flexible Base (Roadway Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

C. **Flexible Base (Stockpile Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

SPECIFICATION AS PER HIDALGO COUNTY For Colonia Program

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Hot Mix Asphaltic Concrete Pavement

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Hot mix asphalt concrete (HMAC) pavement shall consist of a binder course, a leveling up course, a surface course or a combination of the courses as shown on the plans, or as directed by the ENGINEER.

B. HMAC pavement shall be composed of a compacted mixture of mineral aggregate and asphaltic material, constructed on previously completed and approved subgrade, subbase course, base course, or existing pavement.

C. HMAC pavement shall be in accordance with the specifications herein and in conformity with the lines, grades, quantities and typical sections in the contract and/or as directed by the ENGINEER.

1.02 QUALITY CONTROL:

A. HMAC pavement and its constituent part shall conform to the ASTM, AASHTO and/or Texas SDHPT test methods noted below.

PART 2 - PRODUCTS

2.01 ASPHALTIC MATERIALS:

A. Asphalt cement binders shall be uncracked petroleum asphalt and shall be carefully refined, by steam, vacuum, or solvent, from asphaltic or semi-asphaltic base crude petroleum at a temperature not to exceed 700 degrees F. Asphalt cements shall be free from thermal decomposition products and shall not be blended with any materials which have been subjected to cracking or produced from a crude petroleum source other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogeneous, free from water, and shall not foam when heated to 347 degrees F.

B. Paving asphalt shall be classified by penetration or viscosity and shall conform to the requirements set forth in one of the following tables as designated by the ENGINEER. The CONTRACTOR may supply asphalt meeting the requirements of one of the following tables provided that he obtains prior approval of the ENGINEER and with the provision that once approval has been obtained, that the CONTRACTOR will remain with that grade throughout the project.

TABLE 02612-1

Specification Designation	AASHTO Test Method	ASTM Test Method	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Flash Point (Open cup) Min.	T48	D92	450	450	450	425	350	
Penetration of Orig. Sample at 77	T49	D5	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250

Thin-Film Oven Loss, Hours at 325 F, % Max	T179	D1754	0.75	0.75	0.75	0.75	1.00	1.00	
Test of Residue from Thin-Film Oven Test: % of Orig. Pen., Min.	T49	D5	52	50	50	50	50	50	
Ductility at 77 F, cm. after Loss at 325 F, Min.	T51	D113	50	50	100	100	100	100	
Solubility in CC1 4 Min.	T44*	None	99.5	99.5	99.5	99.5	99.5	99.5	
Reaction to Spot Test	T102**	None	-0-	-0-	-0-	-0-	-0-	-0-	

* Procedure No. 1 with CC1 4 substituted for CS2.

** Using 85% Standard Naphtha Solvent and 15% xylene.

TABLE 02612-2

TYPE-GRADE	OA-30 Min.	OA-30 Max	OA-175*8 Min.	OA-175*8 Max	OA-400 Min.	OA-400 Max
Penetration at 32 F, 200g., 60 sec	15	–	–	–	–	–
Penetration at 77 F, 100g., 5 sec	25	35	150	200	–	–
Penetration at 115 F, 50g., 5 sec	–	65	–	–	–	–
Ductility at 77 F, 5 Original OA	2	–	70	–	–	–
Flash Point C.O.C.,F	450	–	425	–	425	–
Softening Point, R.&B.,F	185	–	95	130	–	–
Thin Film Oven Test, 1/8 in.Film 50 g., 5hrs.,325 F, % Loss by wt	–	0.4	–	1.4	–	2.0
Penetration of Residue, at 77 F, 100g., 5 sec. % of Original Pen	–	–	40	–	–	–
Ductility of Residue at 77 F, 5						

cm/min., cms	–	–	–	100	–	–						
Solubility in Trichloroethylene, %	99.0	–	99.0	–	99.0	–						
Spot Test on Original OA	Neg.		Neg.		Neg.							
Float Test at 122 F, sec	–	–	–	–	120	150						
Test on 85 to 115 Pen.Residue*												
Residue by Wt., %	–	–	–	–	75	–						
Ductility, 77 F, 5 cm/min:												
Original Res., cms	–	–	–	–	100	–						
Subjected to Thin Film Test, cms	–	–	–	–	100	–						

*Determined by Vacuum Distillation (by evaporation if unable to reduce by vacuum).

**For use with Latex Additive only.

TABLE 02612-3

PROPERTIES	AC-1.5		AC-3		AC-5		AC-10		AC-20		AC-20	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Viscosity, 140F Stokes	150	50	300	100	500	100	1000	200	2000	400	4000	800
Viscosity, 275 F stokes.	0.7	–	1.1	–	1.4	–	1.9	–	2.5	–	3.5	–
Penetration, 77 F 100 g, 5 sec. .	250	–	210	–	135	–	85	–	55	–	35	–
Flash Point, C.O.C.,F. . . .	425	–	425	–	425	–	450	–	450	–	450	–
Solubility in trichloroethylene, percent. . . .	99.0	–	99.0	–	99.0	–	99.0	–	99.0	–	99.0	–
Test on residues from thin film oven test: Viscosity, 140F stokes.	–	450	–	900	1500	–	3000	–	6000	–	–	12000
Ductility, 77 F, 5 cms per min,cms	100	–	100	–	100	–	70	–	50	–	30	–
Spot test. . . .	Negative for all grades											

C. A minimum of two percent, by weight, latex additive (solids basis) shall be added to the OA-175 Asphalt or to AC-5 Asphalt when specified in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S	70/30
Minimum solids content	67%
Solids content per gal.@ 67%	5.3 lbs.
Coagulum on 80-mesh screen	0.01% max.
Type Anti-oxidant	staining
Mooney viscosity of Polymer(M/L 4@212F)	100 min.
pH of Latex	9.4 - 10.5
Surface tension	28-42 dynes/cm2

The finished latex-asphalt blend shall met the following requirements:

Viscosity at 140 F, stokes	1500 max.
Ductility at 39.2 F. 1 cm. per., cm	100 min.

D. Asphalt content shall be within the limits noted below:

HMAC Type	Percent of Mixture by Weight	Percent of Mixture by Volume
"D"	4.0 - 8.0	9.0 - 19.0

E. At the time of delivery of each shipment of asphalt, the vendor supplying the material shall deliver to the purchaser certified copies of the test report which shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, and results of the above-specified tests. The test report shall be certified and signed by an authorized representative of the vendor that the product delivered conforms to the specifications for the type and grade indicated.

F. Until the certified test reports and samples of the material have been checked by the ENGINEER to determine their conformity with the prescribed requirements, the material to which such report relates an any work in which it may have been incorporated as an integral component will be only tentatively accepted by the County and/or City. Final acceptance will be dependent upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefor. The certified test reports and the testing required in connection with the reports will be at the expense to the County and/or City.

G. Unless otherwise specified in these specifications or in the Supplementary Specifications, the various grades of paving asphalt shall be applied at a temperature range of from 210 F, the exact temperature to be determined by the ENGINEER.

H. Paving asphalt shall be heated in such a manner that steam or hot oils will not be introduced directly into the paving asphalt during heating. The CONTRACTOR shall furnish and keep on the site, at all times, an accurate thermometer suitable for determining the temperature of the paving asphalt.

I. HMAC asphalt shall be the grade having the highest penetration, within specified limits, to produce a mix having a maximum stability of the compacted mixtures.

J. Only one (1) grade of asphalt 64-22 (AC-20) shall be required unless otherwise shown on the plans or as required by the ENGINEER.

2.02 AGGREGATES:

A. HMAC aggregate will be tested in accordance with the following test:

AASHTO T-30 Mechanic Testing
AASHTO T-27 Passing No. 200 Sieve
AASHTO T-89 Liquid Limit
AASHTO T-96 Los Angeles Abrasion
AASHTO T-104 Soundness (Magnesium Sulfate)
ASTM C – 131 Resistance to Degradation
ASTM C – 136 Sieve Analysis
ASTM C – 2419 Sand Equivalence Value
SDHPT Tex - 106-EMethod of Calculating Plasticity Index of Solids
SDHPT Tex-217 – F(I & II) Determination of Deleterious Materials and Decantation Test
SDHPT Tex-203 – FQuality Tests for Mineral Aggregates

B. Aggregates shall have an abrasion of not more than 40 for all course except the non-skid surface course, which shall have an abrasion of not more than 35.

C. When property proportioned, HMAC aggregate shall produce a gradation which will conform to the limitations for classification for HMAC type shown below, or as directed by the ENGINEER.

D. **Course aggregate to be crushed limestone rock or crushed gravel with hydrated lime or limestone filler. (Crushed gravel shall be per Highway Department Specifications.)**

E. Binder aggregate to be composed of not less then 15% field sand or as directed by the engineer.

4. Type "D" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 1/2" sieve	to 100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No.4 sieve	21 to 53
Passing No.4 sieve, retained on No.10 sieve	11 to 32
Total retained on No.10 sieve	54 to 74
Passing No.10 sieve, retained on No.40sieve	6 to 32
Passing No.40 sieve, retained on No.80sieve	4 to 27
Passing No.80 sieve,retained on No.200sieve	3 to 27
Passing No.200 sieve	1 to 8

2.03 PRIME COAT:

A. Prime coat, when specified on the plans, or as directed by the ENGINEER, shall be in accordance with Section 02610 - Prime Coat, and as specified herein.

B. Prime coat shall be applied to surfaces of bases at least 12 hours prior to placing the HMAC unless otherwise directed by the ENGINEER.

C. Asphalt prime shall be applied uniformly at the rate of 0.20 to 0.30 gallon per square yard or as directed by the ENGINEER. It shall be applied only when permitted by the ENGINEER and when the air temperature is 40 F and rising.

D. In order to prevent lapping at the junction of two applications, the distributor shall be promptly shut off. A hand spray shall be used to touch up all spots unavoidably missed by the distributor.

E. Immediately prior to application of the asphalt prime, an inspection will be made by the ENGINEER to verify that the base course has been constructed as specified. Also, all loose and foreign material shall be removed by light sweeping. Material so removed shall not be mixed with cover aggregate.

F. The surface to be primed shall be in a smooth an well-compacted condition, true to grade and cross section, and free from ruts and inequalities.

G. The pressure distributor used for applying prime coat material shall be equipped with pneumatic tires and shall be so designed and operated as to distribute the prime material in a uniform spray without atomization, in the amount an between the limits of temperature specified. It shall be equipped with a speed tachometer registering feet per minute and so located as to be visible to the truck driver to enable him to maintain the constant speed required for application at the specified rate.

H. The pressure distributor shall be equipped with a tachometer registering the pump speed, pressure gauge, and a volume gauge. The rates of application shall not vary from the rates specified by the ENGINEER by more than 10%. Suitable means for accuracy indicating at all times the temperature of the prime material shall be provided. The thermometer well shall be so placed as not to be in contact with a heating tube.

I. The distributor shall be so designed that the normal width of application shall be not less than 6 feet, with provisions for the application of lesser width when necessary. If provided with heating attachments, the distributor shall be so equipped and operated that the prime material shall be circulated or agitated through the entire heating process.

J. The asphalt prime coat should preferably be entirely absorbed by the base course and, therefore, require no sand cover. If, however, it has not been completely absorbed prior to the start of placing the asphalt concrete mixture and in the meantime it is necessary to permit traffic thereon, just sufficient sand shall be spread over the surface to blot up the excess liquid asphalt and prevent picking it up under traffic. Also, sand shall be used in areas where traffic may pass over the prime coat. Prior to placing the asphalt concrete, loose or excess sand shall be swept from the base. If a sand cover is specified in the Supplementary Specifications or noted on the plans to cover asphalt prime, it shall be applied within 4 hours after the application of said prime coat, unless otherwise ordered by the ENGINEER.

K. Liquid asphalt shall be prevented from spraying upon adjacent pavements, structures, guard rails, guide posts, culvert markers, trees, and shrubbery that are not to be removed; adjacent property and improvements; and other facilities or that portion of the traveled way being used by traffic.

L. The CONTRACTOR shall protect the prime coat against all damage and markings, both from and other traffic. Barricades shall be placed where necessary to protect the prime coat. If, after prime coat has been applied satisfaction of the ENGINEER and has bee accepted by him, it is distributed by negligence on the part of the CONTRACTOR, it shall be restored at his expense to its condition at the time of acceptance. No material shall be placed until the prime coat is in a condition satisfactory to the ENGINEER.

2.04 TACK COAT:

A. If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat shall be evenly and uniformly applied to such existing pavement proceeding the placing of the asphalt concrete. The surface shall be free of water, all-foreign material, or dust when the tack coat is applied. No

greater area shall be treated in any one day than will be covered by the asphalt concrete during the same day. Traffic will not be permitted over tack coating.

B. Tack coat for HMAC shall consist of either rapid curing cut-back asphalt RC-2 diluted by addition of (not to exceed 15 percent by volume) an approved grade of gasoline and/or kerosene; emulsified asphalt, EA-11M diluted with 50 percent water, or a cut-back asphalt made by combining 50 to 70 percent of the asphaltic materials specified for the paving mixture with 30 to 50 percent gasoline and/or kerosene by volume.

C. Tack coat shall conform to the requirements of Section 02620 - Tack Coat, or as specified herein.

D. Application rate shall be 0.10 to 0.15 gallons per square yard as directed by the ENGINEER.

E. A similar tack coat shall be applied to the surface of any course if, in the opinion of the ENGINEER, the surface is such that a satisfactory bond cannot be obtained between it and the succeeding course.

F. When required, the contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with a tack coat immediately before the adjoining asphalt concrete is placed. Asphalt tack coat shall be applied in controlled amounts as shown on the plans or determined by the ENGINEER. Surfaces where a tack coat is required shall be cleaned to the satisfaction of the ENGINEER before the tack coat is applied.

2.05 MINERAL FILLER:

A. Mineral filler, other than hydrated lime, shall consist of a thoroughly dry stone dust, portland cement or other mineral dust approved by the ENGINEER.

B. The mineral filler shall be free from foreign or other deleterious matter.

C. When tested by the method outlined in SDHPT Test Method Tex-200-F (Part 1 or 3), mineral filler shall meet the following gradations by weight:

Passing No. 30 Sieve	95-100%
Passing No. 80 Sieve	75%
Passing No. 200 Sieve	55%

2.06 Anti-Stripping compound, as required in the job mix formula, shall be furnished in the amounts calculated therein. Lime 1% by wt. of aggregate.

2.07 JOB MIX FORMULA:

A. A job mix formula based on representative samples, including filler if required, shall be determined by the ENGINEER, or submitted by the CONTRACTOR for approval of the ENGINEER.

B. The resultant job mix formula shall be within the master range for the specified type of HMAC.

C. The job mix formula for each mixture shall established a single percentage of aggregate passing each required sieve size, and a single percentage of bituminous material to be added to the aggregate and shall provide for 3 to 5% air voids in the resultant design mix.

During the mix design process the ENGINEER will consider other factors, in addition to air voids and Marshall stability, such as durability, water resistance and asphalt film thickness when developing the mix design.

D. After the job mix formula is established, mixtures for the project shall conform thereto within the following tolerances which may fall outside of the specified master range:

.....Percent by Weight or
.....Volume as Applicable

Passing 1-3/4" sieve, retained on 7/8" sieve	Plus or minus 5
Passing 7/8" sieve, retained on 3/8" sieve	Plus or minus 5
Passing 5/8" sieve, retained on 3/8" sieve	Plus or minus 5
Passing 3/8" sieve, retained on No.4 sieve	Plus or minus 5
Passing No.4 sieve, retained on No.10 sieve	Plus or minus 5
Total retained on No.10 sieve	Plus or minus 5
Passing No.10 sieve, retained on No.40 sieve	Plus or minus 3
Passing No.40 sieve, retained on No.80 sieve	Plus or minus 3
Passing No.80 sieve, retained on No.200 sieve	Plus or minus 3
Passing No.200 sieve	Plus or minus 3
Asphaltic Material wt or 1.2 by vol.	Plus or minus 0.05 by
Mixing Temperature	Plus or minus 20 F

E. Asphaltic mixture shall be tested in accordance with SDHPT Test Method Tex-200-4 (Part I or Part III) and shall have the following laboratory values:

	Surface Course	Base Course
Density– Minimum	95%	95%
Maximum	99%	99%
Optimum	97%	97%
Voids	3 - 7%	4 - 7%
Voids Filled With Asphalt	75 - 85%	65 - 80%
Sand Equivalent	45	45

Combined mineral aggregate prior to additional of asphalt and mineral.

2.08 EQUIPMENT:

A. All equipment for the handling of all material, mixing, and placing of HMAC shall be in accordance with the provisions of Texas SDHPT Item 340.

2.09 STOCKPILING, STORAGE, PROPORTIONING AND MIXING:

A. Stockpiling, storage proportioning and mixing operations shall be in accordance with the Provisions of Texas SDHPT Item 340.

PART 3 - EXECUTION

3.01 WEATHER AND TEMPERATURE LIMITATIONS:

A. Asphaltic mixture, when placed with a spreading and finishing machine, or the tack coat shall not be placed when the air temperature is 50 F and falling, but may be placed when the air temperature is 40 F and rising.

B. Asphaltic mixture, when placed with a motor grader, shall not be placed when the air temperature is 60 F and falling, but may be placed when the air temperature is 50 F and rising.

C. Mat thicknesses of 1½ inches and less shall not be placed when the temperature on which the mat is to be laid is below 50 F.

D. No tack coat or asphaltic mixture shall be placed when the humidity, general weather conditions and temperature and moisture condition of the base, in the opinion of the ENGINEER, are unsuitable.

D. If, after being discharged from the mixer and prior to placing, the temperature of the asphaltic mixture is 50 F or more below the temperature established by the ENGINEER, all or any part of the load may be rejected and payment will not be made for the rejected material.

3.02 EQUIPMENT:

A. Hauling Equipment:

1. Trucks used for hauling asphaltic mixtures shall have tight, clean, smooth metal beds which have been thinly coated with a minimal amount of paraffin oil, lime slurry, tine solution or other approved material to prevent mixture adhesion to the bed.
2. The dispatching of hauling equipment shall be arranged so that all material delivered may be placed and all rolling completed during daylight hours, unless otherwise directed by the ENGINEER.

3. All trucks shall be equipped with a cover of canvas, or other suitable material to protect the mixture from weather or on hauls where the temperature of the mixture will fall below specified level. Use of covers will be as directed by the ENGINEER.

B. Rollers:

1. Pneumatic Tile Roller. This roller shall consist of not less than seven pneumatic tire wheels, running on axles in such manner that the rear group of tires shall cover the entire gap between adjacent tires of the forward group; mounted in a rigid frame; and provided with a loading platform or body suitable for ballast loading. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle. The tire shall afford surface contact pressures up to 90 pounds per square inch or more. The roller shall be so constructed as to operate in both a forward and a reverse direction with suitable provisions for moistening the surface of the tires while suitable provisions for moistening the surface of the tires while operating; and shall be approved by the ENGINEER.

2. Two Axle Tandem Roller. This roller shall be acceptable power-driver, steel-wheel, tandem roller weighing not less than eight tons. It must operate in forward and reverse directions; contain provision for moistening the surface of the wheels while in motion; and shall be approved by the ENGINEER.

3. Three Wheel Roller. This roller shall be an acceptable power- driven, all steel three wheel roller weighing not less than 10 tons. It must operate in forward and reverse directions; contain provisions for moistening the surface of the wheel while in motion; and shall be approved by the ENGINEER.

4. Vibratory Steel Wheel Roller. If approved for use by the OWNER, this roller shall have a minimum weight of six tons. The compactor shall be equipped with amplitude and frequency controls and shall be specifically designed to compact the material on which it is used. It shall be operated in accordance with the manufacturer's recommendations.

C. Straight Edges:

1. The CONTRACTOR shall provide an acceptable 16-foot straight- edges for surface testing. Satisfactory templates shall be provided as required by the ENGINEER.

D. Spreading and Finishing Machine:

1. Bituminous pavers shall be self-contained, power-propelled units, provided with an activated screed or a strike-off assembly, heated if necessary, and capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the specified typical section and thickness shown on the plans.

2. The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed. Design will be such that no part of the truck weight will be supported by the paver.

3. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. When laying mixtures, the paver shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. The screed shall be adjustable for both height and crown and shall be equipped with a controlled heating device.

4. The bituminous paver shall be equipped with an automatic leveling device controlled from an external guide. The initial pass for each course shall be made using a paver equipped with a 40-foot minimum external reference, except that this requirements will not apply when asphalt concrete is placed adjacent to portland cement concrete pavement. Subsequent passes may utilize the matching device of one foot minimum length riding on the adjacent lay.

3.03 CONSTRUCTION METHODS:

A. Spreading and Finishing:

1. The asphalt concrete mixture shall be laid on the approved surface, spread and struck off to the grade and elevation established. It shall be spread and compacted in layers as shown on the plans or as directed by the ENGINEER. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.

2. The ENGINEER will determine a minimum placement temperature within a range from 220 F to 300 F which will produce the required density. The established placement temperature, which is measured immediately behind the laydown machine, shall not vary more than 20 F. If. after being discharged from the mixer and prior to placing, the temperature of asphaltic mixture is 50 F or more below the temperature established by the Engineer, all or any part of the load may be rejected and payment will not be made for rejected material.

3. A conventional paver or suitable equipment approved by the ENGINEER may be used t place asphalt concrete material on shoulders depressed from the traveled lanes in order to established a uniform typical section. Approval of the equipment used will be based upon the results obtained.

4. The asphalt concrete may be dumped from the hauling vehicles directly into the paving machine or it may be dumped upon the surface being paved and subsequently loaded into the paving surface being paved and subsequently loaded into the paving machine; however, no asphaltic concrete shall be dumped from the hauling vehicles at a distance greater than 250 feet in front of the paving machine. When asphaltic concrete is dumped first upon the surface being paved, the loading equipment shall be self-supporting and shall not exert any vertical load on the paving machine. Substantially all of the asphaltic concrete dumped shall be picked up and loaded into the paving machine.

5. To achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant. Sufficient hauling equipment shall be available to insure continuous operation.

6. The control system shall control the elevation of the screed at each end by controlling the elevation of one end directly and the other indirectly either through controlling the transverse slope or alternately when directed, by controlling the elevation of each end independently, including any screed attachment used for widening, etc. Failure of the control system to function properly shall be cause for the suspension of the asphaltic concrete operations.

7. When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment.

8. All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the ENGINEER deems the use of self-propelled paving machines impracticable.

9. Self-propelled paving machines shall spread the asphaltic concrete without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans. Pavers shall be equipped with hoppers and augers which will place the asphaltic concrete evenly in front of adjustable screeds without segregation. Screeds shall include any strike-off device operated by tamping or vibrating action which is effective without tearing, shoving or gouging the asphaltic concrete and which produces a finished surface of an even and uniform texture for the full width being paved. Screeds shall be adjustable as to height and crown and shall be equipped with a controlled heating device for use when required.

10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, fluted and compacted with hand tools. For such areas the mixture shall be dumped, spread and screed to give the required compacted thickness.

B. Compaction:

1. Rolling with the 3-wheel and tandem roller shall start longitudnally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels.

2. Alternate trips of the roller shall be slightly different in length.

3. Rolling with a pneumatic tired roller shall be as directed by the ENGINEER.

4. Rolling shall continue with no further compression can be obtained and all roller marks are eliminated.

5. The motion of the roller shall be slow enough at all times to avoid displacement of asphaltic materials. If displacement occurs, it shall be corrected immediately by use of rakes and fresh asphaltic mixtures, where required.

6. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool.

7. To prevent adhesion of the surface course to the roller, the wheels shall be kept thoroughly moistened with water; however, excess water shall not be allowed.

8. All precautions shall be taken to prevent dripping of gasoline, oil, grease, or other foreign substances on the surface or base courses during rolling operations or while rollers are standing.

9. With the approval of the ENGINEER, a vibratory steel wheeled roller may be substituted for the 3-wheel roller and tandem roller.

10. Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or with mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.

11. Any mixture that becomes loose, broken, mixed with dirt, segregated, or is in any way defective shall be removed and replaced with fresh hot bituminous mixture, which shall be compacted to conform with the surrounding area. Any area showing excess or deficiency of bituminous material shall be corrected immediately as directed by the ENGINEER.

C. In-Place Density:

1. In-place density shall be required for all mixtures except thin irregular depth leveling courses.

2. Each course, after final compaction, shall have a density of not less than 96 percent of the density developed in the laboratory test method outlined in Texas SDHPT Bulletin C-14.

3. Density shall be determined with a portable nuclear test device in conformity with ASTM D-2950.76.

4. Calibration of the portable nuclear device will be established by the ENGINEER from cut pavement samples tested in accordance with AASHTO T-166 (weight, volume method). The density readings of the cut pavement samples determined in accordance with AASHTO T-166 (weight, volume method), and the density readings of the pavement samples determined by the portable nuclear test device in conformity with ASTM D 2950 will be correlated by the ENGINEER.

5. Other methods of determining in-place density may be used as deemed necessary by the ENGINEER.

2. 6. It is intended that acceptance density testing will be done while the bituminous mixture is hot enough to permit further compaction if necessary. If the density of an acceptance section does not meet the specified requirements, the CONTRACTOR shall continue the compaction effort until the optimum density is obtained, but rolling for any compactive effort will not be allowed when the temperature of the mix is below 175 F unless authorized in writing by the ENGINEER. Rerolling the paved surface after it has initially cooled will not be allowed. Regardless of the method of compaction control followed, all rolling shall be completed before the mixture temperature drops below 175 F.

7. If in-place density tests of the mixture produce a value lower than specified and in the opinion of the ENGINEER is not due to a change in the quality of the material, production may proceed with subsequent changes in the mix and/or construction procedures until in-place density equals or exceeds the specified density.

8. In-place density tests will be provided by the ENGINEER unless otherwise specified.

D. Joints:

1. Placing of the asphalt concrete shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the ENGINEER.

2. When plant mix bituminous pavement is placed over plant mix bituminous treated base or when plant mixed seal coat is placed over plant mix bituminous pavement, longitudinal joints shall be staggered at least 6 inches with relation to the longitudinal joints of the underlying course.

3. Transverse joints shall have a two foot or 12:1 minimum taper. Longitudinal joints shall have a one foot or 6:1 minimum taper. All transverse tapers shall be cut and squared off prior to commencing new work. Tapered longitudinal joints from previous operations shall be cleaned and tack coated if directed by the ENGINEER. All joints shall be completely bonded. The surface of each course at all joints shall be smooth and shall not show any deviations in excess of 3/16 of an inch when tested with a 10-foot straightedge in any direction.

4. When paving under traffic the CONTRACTOR shall plan his daily surfacing operations on a schedule which will result in not more than one (1) day's operation of exposed longitudinal joints.

5. The longitudinal joints shall not have a height greater than two (2) inches and shall not be left exposed longer than 24 hours.

E. Surface Tolerance:

1. Upon completion, the pavement shall be true to grade and cross section. Except at intersections or any changes of grade, when a 16 foot straight edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight edge more than 1/16-inch per foot. Areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. After the completion of final rolling, the smoothness of the course shall be checked, and the irregularities that exceed the specified tolerances or that retain water on the surface shall be corrected by removing the defective work and replacing with new material as directed by the ENGINEER at the expense of the CONTRACTOR.

F. Manholes and Valve Covers:

1. Manhole frames and valve covers shall be adjusted prior to placing the surface course.

G. Compacted Thickness of HMAC Surface and Base Courses:

1. Surface Courses. The compacted thickness or depth of the asphaltic concrete surface course shall be as shown on the plans. Where the plans require a depth or thickness of the surface course greater than two inches compacted depth, same shall be placed in multiple courses of equal depth, each of which shall not exceed two inches compacted depth. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple courses, it shall be applied at the rate as directed.

2. Base Courses. The compacted thickness or depth of each base course shall be as shown on the plans. Where the plans require a depth or thickness of the course greater than 4 inches, same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple lifts, it shall be applied as hereinbefore specified and at the rate as directed.

H. Pavement Thickness Tests:

1. Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the ENGINEER or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the ENGINEER. The cost for the initial pavement thickness test shall be at the expense of the ENGINEER. In the event a deficiency in the thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the CONTRACTOR's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

I. Roadway Density

1. Roadway density shall meet requirements as outlined in the follows. One density test will be taken every 1000' which ever is less or as directed by the Engineer. The density shall be with in the limits of max 98% and min 91%. The QC/QA target density will be 96%. If, the first density test fails and additional four will be taken as director by the Engineer. When the average of five densities tests results fail to meet the specification the asphalt shall be removed and replaced to meet specification requirements as ordered by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 INCIDENTAL WORK:

A. Prime coat, anti-stripping compound, where used and tack coat shall not be measured for direct payment, but shall be considered as subsidiary work pertaining to the placing of asphaltic mixtures of the contract price.

4.02 MEASUREMENT:

A. Hot-mix asphalt concrete material shall be measured by the ton of 2,000 pounds or by the square yard of the type or types used in the completed and accepted work or as shown on the bid proposal form. Should no item be provided in bid proposal form, all work shall be subsidiary to all the items of the bid.

B. Weight shall be determined by a certified scale approved by the OWNER and recorded serially numbered weight tickets, identifying the vehicle and presented to the ENGINEER's representative on the job.

4.03 PAYMENT:

A. Work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid at the unit bid price per ton or square yard for the type or types of hot mix asphalt concrete pavement shown on the proposal.

B. Unit bid price shall be payment in full for quarrying; furnishing all materials; for all heating; mixing; hauling; cleaning existing base course or pavement; placing asphaltic mixtures; rolling and finishing; and for all labor, tools, equipment and incidentals necessary to complete the work, including the work and materials involved in the application of prime coat and tack coat.

END OF SECTION

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 400

EXCAVATION AND BACKFILL FOR STRUCTURES

400.1. Description. This Item shall govern for the excavation, bedding, backfill and/or portland cement stabilized backfill required for the construction of all structures, except drilled shafts. This Item shall also govern for any necessary sloping, pumping or bailing, for drainage, and for all sheeting and bracing of excavation walls up to five (5) feet in depth. Excavation greater than five (5) feet in depth shall be protected as specified in Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring." Unless otherwise provided, the work included herein shall provide for the removal of old structures or portions thereof (abutments, wingwalls, piers, house foundations, old sewers, sewer appurtenances, etc.), trees and all other obstructions to the proposed construction, the blocking of the ends of abandoned sewers cut and left in place, and the protection of existing utilities. Also governed by this Item are the cutting and restoration of pavement and base courses, the construction and removal of any required cofferdams, the hauling and disposition of surplus materials and the bridging of trenches and other provisions for maintenance of traffic or access.

400.2. Excavation.

(1) General. Excavation shall conform to the lines and grades shown on the plans or as directed by the Engineer.

When trench and/or negative projecting conditions for concrete pipe culverts are required by design, an excavation diagram will be shown on the plans. These limits of excavation shall not be exceeded.

(a) Disposal of Excavation. All materials from excavation operations not required for backfilling and that are considered satisfactory, may be placed in embankment in accordance with Item 132, "Embankment." All excess material or material not satisfactory for use in embankment will become the property of the Contractor. All surplus material shall be removed from the work site promptly following the completion of the portion of the structure involved and disposed of in a manner satisfactory to the Engineer.

Whenever excavation is made for installing structures across private property or beyond the limits of the embankment, the top soil removed in the excavation shall be kept separate and replaced, as nearly as feasible, in its original position, and the entire area involved in the construction operations shall be restored to a condition acceptable to the Engineer.

(b) Excavation in Streets. Where structures are installed in streets, highways or other paved areas, the work shall include the cutting of pavement and base to neat lines and the restoration of pavement structure after structural excavation and backfill are completed. The type and thickness of replacement materials shall be as shown on the plans. Any work done or any damage to base and/or pavement incurred outside the limits shown on the plans or authorized by the Engineer, will not be measured for payment, but shall be restored at the Contractor's expense.

Maintenance and control of traffic shall be in accordance with the approved traffic control plan and Manual on Uniform Traffic Control Devices.

(c) Protection of Utilities. The Contractor shall conduct his work with a minimum disturbance of existing utilities and it shall be his responsibility to coordinate all work in or near the utilities with the utility owners. The Contractor shall inform utility owners sufficiently in advance of his operations to enable them to identify and locate, reroute, provide temporary detours, or to make other adjustments to utility lines in order that work may proceed with a minimum of delay. The Contractor shall cooperate with all utility owners concerned for any utility adjustments necessary.

Particular care shall be exercised to avoid the cutting or damaging of underground utility lines that are to remain in place. Such lines, if damaged shall be restored promptly and shall be handled in accordance with Article 7.11. When active sanitary sewer lines are cut during excavation operations, temporary flumes shall be provided across the excavation, while open, and the lines shall be restored when the backfilling has progressed to the original bedding lines of the cut sewer.

(d) Removing Old Or Abandoned Structures. When old or abandoned structures or foundations are encountered in the excavation, such obstructions shall be removed for the full width of the excavation and to a depth of one (1) foot below the bottom of the excavation. When old inlets or manholes are encountered and no plan provision is made for adjustment or connection to the new structures, such manholes and inlets shall be removed completely to a depth one (1) foot below the bottom of the excavation. In each instance, the bottom of the excavation shall be restored to grade by backfilling and compacting by the methods provided hereinafter for backfill. Where the excavation cuts through abandoned sewers, these sewers shall be removed as required to clear the new structure and plugged in a manner approved by the Engineer.

(e) Dewatering Of Excavation Area. Structures shall not be constructed or laid in the presence of water unless approved by the Engineer. Setting of precast members, placement of concrete, or pipe placing operations shall be performed on a dry firm bed. This shall be accomplished by removal of water from the surface of the bed by bailing, pumping, wellpoint installation, deep wells, french drains, or any other method approved by the Engineer.

For foundations placed in the presence of water, when approved by the Engineer, pumping or bailing from the interior of any foundation enclosure shall be done in a manner which precludes the possibility of movement of water through or alongside any concrete being placed. No pumping or bailing will be permitted during the placing of structural concrete, or for a period of at least 36 hours thereafter, unless from a suitable sump separated from the concrete work. Pumping or bailing during placement of seal concrete shall be only to the extent necessary to maintain a static head of water within the cofferdam. Pumping or bailing to dewater a sealed cofferdam shall not be started until the seal has aged at least 36 hours.

In the event that the excavation cannot be dewatered to the point where the subgrade is free of mud, or it is difficult to keep the reinforcing steel clean in cast-in-

place structures, a special material shall be used in the bottom of the excavation. Such special material shall be a minimum depth of three (3) inches and shall consist of a lean concrete mixture (not less than three (3) sacks of cement per cubic yard), or other material approved by the Engineer.

(2) Bridge Foundations and Retaining Walls. To determine the adequacy of a proposed foundation, the Engineer may require the Contractor to make soundings or take cores to determine the character of the subgrade materials. The maximum depth of soundings or cores will not exceed five (5) feet below the proposed footing grade.

Care shall be taken not to disturb the material below the bottom of footing grade. Backfilling in a foundation to compensate for excavation which has extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the footing is placed. The additional concrete involved shall be at the Contractor's expense.

Unless otherwise required herein or on the plans, rock or other hard foundation material shall be free from all loose material, clean, and cut to a firm surface which may be level, stepped, or serrated, as directed by the Engineer. All seams shall be cleaned out and filled with concrete at the time the footing is placed.

When the material encountered at footing grade of a retaining wall, bridge bent or pier is found to be partially of rock or incompressible material and partially of a compressible material, the foundation shall not be placed until the Engineer has inspected the footing and authorized necessary changes to provide a uniform bearing condition.

(3) Culverts. For all single and multiple box culverts, pipe culverts, pipe arch culverts, long span structural plate structures, box sewers, and pipe sewers where the soil encountered at established footing grade is an unstable or incompressible material, the following procedure shall be used unless other methods are called for on the plans:

Unstable material shall be removed to a depth not to exceed two (2) feet below the footing of the structure unless additional depth is authorized by the Engineer. All soil removed shall be replaced with stable material in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer shall have sufficient moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.
When it is not feasible to construct a stable footing as outlined above, the Contractor shall use special materials, such as flexible base, cement stabilized base, cement stabilized backfill or other material, as directed by the Engineer. This work will be paid for as provided in Article 400.8. Special material used, or additional excavation made, for the Contractor's convenience to expedite the work, will be at the Contractor's expense.

When the material encountered at the footing grade of a structure is found to be rock, partially rock or other incompressible material, the incompressible material shall be removed to a depth of six (6) inches below the footing grade and backfilled

with a compressible material approved by the Engineer and compacted in accordance with Article 400.5.

(4) Trench. Unless otherwise shown on the plans, all sewer pipe structures shall be constructed in an open cut with vertical sides to a point one (1) foot above the pipe. When site conditions or the plans do not prohibit the sloping of the cut, the excavation one (1) foot above the pipe may be stepped and/or the sides laid back to a stable slope. Required vertical sides shall be sheeted and braced when necessary to maintain the required vertical excavation throughout the construction period.

For all pipe sewers to be constructed in fill above natural ground, the embankment shall first be constructed to an elevation not less than one (1) foot above the top of the pipe, after which excavation for the pipe shall be made as noted above.

Unstable or incompressible material shall be removed in accordance with Subarticle 400.2.(3). For unstable trench conditions requiring outside forms, seals, sheeting and bracing, or where ground water is encountered, any additional excavation and backfill required shall be done at the Contractor's expense for trenches up to five (5) feet in depth.

400.3. Cofferdams. The term cofferdam designates any temporary or removable structure constructed to hold the surrounding earth, water, or both out of the excavation, whether the structure is formed of soil, timber, steel, concrete, or a combination of these. The "cofferdam" shall also include the use of pumping wells or well points used for the same purpose. The cost of cofferdams shall be included in the price bid for excavation except where temporary special shoring is shown on the plans to provide excavation protection.

For sheet pile or other types of cofferdams which require internal bracing, the Contractor shall submit details and design calculations bearing the seal of a Registered Professional Engineer for review. The maximum stresses shall not exceed 125 percent of the working allowable stresses used by the Department for the design of structures. The interior dimensions of cofferdams shall provide sufficient clearance for the construction, inspection (inside and outside), and removal of any required forms and to permit pumping outside the forms. In general, sheet pile cofferdams shall extend well below the bottom of the footings and any concrete seal and shall be well braced and as watertight as practicable.

Concrete for foundation seals, unless otherwise specified shall be Class E concrete in accordance with Item 421, "Portland Cement Concrete." The concrete seal shall be placed in accordance with Item 420, "Concrete Structures." Seal concrete when authorized by the Engineer will be paid for as provided in the various bid items. If no direct method of payment is provided in the contract for seal concrete, the work will be measured and paid for in accordance with Article 4.3. Seal placed for the convenience of the Contractor will be at the Contractor's expense.

When the Engineer judges it to be impractical to dewater a cofferdam and a concrete seal is to be placed around piling driven therein, the excavation shall be deep enough to allow for swell of the material during pile driving operations. After driving the piling, all swelling material shall be removed to the bottom of the seal grade. Where it is possible to dewater the cofferdam without placing a seal, the foundation material shall be removed to exact footing grades after piling are driven. Backfilling a foundation to compensate for

excavation which has been extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the seals or footings are placed. The additional concrete quantities necessary to compensate for excavation below grade shall be at the Contractor's expense.

Unless otherwise provided, cofferdams shall be removed by the Contractor after the completion of the substructure without disturbing or damaging the structure.

400.4. Shaping and Bedding. For precast pipe and box sections, the excavation shall be undercut a minimum depth sufficient to accommodate the class of bedding indicated on the plans and conforming to the bedding requirements of this Item. Where cement stabilized backfill is indicated on the plans, the excavation shall be undercut a minimum of four (4) inches and backfilled with stabilized material to support the pipe at the required grade.

Three classes of bedding for trench or embankment conditions are shown in Figures 1, 2, and 3. Bedding shall be in accordance with Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material.

400.5. Backfill.

(1) General. As soon as practical, all portions of the excavation not occupied by the permanent structure shall be backfilled. Backfill material may be obtained from excavation or from other sources. Backfill material shall be free from stones of such size as to interfere with compaction; free from large lumps which will not break down readily under compaction; and free from frozen lumps, wood, or other extraneous material.

Backfill which will not support any portion of the completed roadbed or embankment shall be placed in layers not more than 10 inches in depth (loose measurement). Backfill which will support any portion of the roadbed or embankment shall be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer of backfill shall be compacted to a density comparable with the adjacent undisturbed soil or as shown on the plans.

Each layer of backfill material, if dry, shall be wetted uniformly to the moisture content required to obtain a density comparable with the adjacent undisturbed soil or as shown on the plans and shall be compacted to that density by means of mechanical tamps or rammers. The use of rolling equipment of the type generally used in compacting embankments will be permitted on portions which are accessible to such equipment.

When tamping equipment is furnished which, when proven to the satisfaction of the Engineer, will adequately compact the backfill material to the density required, the eight (8) inch and 10 inch lifts (loose measurement) specified above may be increased to lifts not to exceed 12 inches.

Cohesionless materials, such as sand, may be used for general backfilling purposes. Compaction of cohesionless materials shall be done with vibratory equipment, water ponding or a combination thereof.

(2) Bridge Foundations, Retaining Walls, And Culverts. No backfill shall be placed against any structure until the concrete has reached the minimum flexural strength required in Item 421, "Portland Cement Concrete."

The material used for backfilling shall be free of any appreciable amount of gravel or stone particles more than four (4) inches in greatest dimension and shall be of a gradation that permits thorough compaction. The use of rock or gravel mixed with soil will be permitted, provided the percentage of fines is sufficient to fill all voids and insure a uniform and thoroughly compacted mass of proper density.

When the excavation has been made through a hard material resistant to erosion, the Engineer may require the backfill around piers and in front of abutments and wings to be of stone or lean concrete. Unless otherwise provided, such backfill will be measured and paid for as extra work in accordance with Article 4.3.

Embankment which is too close to a structure to permit compaction by the use of the blading and rolling equipment used on adjoining sections of embankment, shall be placed and compacted in accordance with Subarticle 400.5(1). Mechanical tamps or rammers shall be required when the structure being backfilled could sustain damage from other compacting operations.

Care shall be taken to prevent any wedging action of backfill against the structure, and the slopes bounding the excavation shall be stepped or serrated to prevent such action. Backfill placed around piers shall be deposited uniformly.

(3) Pipe. After the bedding and pipes have been installed as required, the selected backfill materials shall be brought to proper moisture condition, placed along both sides of the pipe equally, in uniform layers not exceeding eight (8) inches in depth (loose measurement), and each lift thoroughly compacted mechanically. Special care shall be taken to secure thorough compaction of the materials placed under the haunches of the pipe and to prevent damage or displacement of the pipe. Filling and/or backfilling shall be continued in this manner to the elevation of the top of the pipe. Backfill above the top of the pipe shall be placed and compacted in accordance with Subarticle 400.5(1). During construction, protection of the pipe shall be in accordance with the pertinent pipe item. Pipe damaged by the Contractor during construction shall be replaced at the Contractor's expense or repaired to the satisfaction of the Engineer.

The Engineer may reject any material containing more than 20 percent by weight of material retained on a three (3) inch sieve, or material excavated in such a manner as to produce large lumps not easily broken down or which cannot be spread in loose layers. In general, material excavated by means of a trenching machine will meet the requirements above, provided large stones are not present.

Where sewers extend beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved, additional material shall be placed and compacted, as herein specified for backfill outside the limits of the roadbed, until this minimum cover has been provided.

400.6. Cement Stabilized Backfill. When shown on the plans, the excavation shall be backfilled to the elevations shown with cement stabilized backfill. Unless otherwise shown on the plans, cement stabilized backfill shall contain aggregate, water and a minimum of seven (7) percent portland cement based on the dry weight of the aggregate, in accordance with Test Method Tex-120-E. Aggregate shall be as shown on the plans or as approved by the Engineer.

Cement stabilized backfill below the top of sewers, manholes, inlets, or other structures shall be placed equally along all sides of the structure so as to prevent strain on or displacement of the structure. Cement stabilized backfill shall be placed in a manner that will completely fill all voids in the trench. Should compaction be required to fill all voids, hand operated tampers may be used.

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400.7. Measurement. Excavation and backfill will be measured by the cubic yard. Cutting and restoring of pavement will be measured by the square yard.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

Unless otherwise shown on the plans, structural excavation for pipe headwalls, inlets, manholes, culvert widening (extensions) 15 feet or less in length, bridge abutments, retaining walls and side road and private entrance pipe culverts will not be measured but shall be considered subsidiary to the various bid items.

For culvert widening (extensive) greater than 15 feet, quantities for structural excavation will be shown on the plans.

Structural excavation will be measured by the cubic yard computed by the method of average end areas using the following limits to establish templates for measurement:

(1) For all excavation requiring measurement, except that required for the barrels of pipe culverts; for structural plate structures no material outside of vertical planes one (1) foot beyond the edges of the footings and parallel thereto will be included, unless otherwise shown on the plans. When the plans provide the Contractor the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

(2) For pipes 42 inches or less in nominal or equivalent diameter, no material outside of vertical planes one (1) foot beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. For pipes more than 42 inches in nominal or equivalent diameter, no material outside of vertical planes located two (2) feet beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. Excavation for pipes shall be measured between the extreme ends of the completed structure, including any end appurtenances, as shown on the plans and from centerline to centerline of inlets, manholes, etc., therein. When excavation for appurtenances is measured for payment, the limits of excavation for the pipes shall not overlap those of the appurtenances.

(3) For structural plate structures no material outside of vertical planes three (3) feet beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the excavation shall be extended for measurement to vertical planes located at one-half of the span beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto.

(4) If a cofferdam is used, the limitations of Subarticle 400.7.(1) shall apply just as if no cofferdam were used. Excavation quantities for foundations shown on the plans and in the proposal where cofferdams are required shall be considered as final quantities and no further measurement will be made.

(5) Where excavation, in addition to that allowed for the footings, is required for other portions of the structure, such as for the cap, cross strut, or tie beam of a pier or bent or for the superstructure, measurement for such additional excavation will be limited laterally by vertical planes one (1) foot beyond the face of the member and parallel thereto and vertically to a depth of one (1) foot below the bottom of such member.

(6) No measurement will be made of any excavation necessary for placing forms or falsework except as allowed by the above conditions.

(7) At all structure sites except at culverts and trench excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation.

Trench excavation in fill above natural ground, as specified in Subarticle 400.2.(4), will be measured for payment. Quantities will include that area as specified in Subarticle 400.7.(2) plus one (1) foot above the top of the pipe, regardless of the height of fill previously made.

(8) Excavation required for shaping the slopes of header banks which were built by prior contract and upon which riprap is to be placed will be measured as "Structural Excavation, (Riprap)."

(9) For all culverts, except for side road and private entrance culverts, all excavation within the limits of the structure and below or outside the limits of the completed roadway excavation, will be measured as culvert excavation. Where the overall normal width of the culvert is 12 feet or less, measurement will be as "Structural Excavation, Culvert, Small." Where the overall normal width of the culvert exceeds 12 feet, measurement will be as "Structural Excavation, Culvert, Large."

(10) Where excavation diagrams are shown on the plans, they shall take precedence over these provisions.

(11) Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile driving operations.

(12) Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.

(13) Where rock, or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade, which is directed by the Engineer to be removed, will be measured for payment.

(14) No allowance will be made for any variance from plan quantity incurred by an alternate bid.

(15) Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized by the Engineer.

(16) Cement stabilized backfill will be measured in accordance with the backfill diagram shown on the plans. The quantity of "Cement Stabilized Backfill" shown on the plans shall be considered as final quantities and no further measurement will be required. Changes in alignment or grade as authorized by the Engineer will be measured for payment.

(17) The work to be done in the cutting and restoring of pavement will be measured in accordance with the dimensions shown on the plans. The excavation below the pavement and/or base shall be measured as structural excavation of the pertinent type.

400.8. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Bridge)," "Structural Excavation (Culvert, Small)," "Structural Excavation (Culvert, Large)," "Structural Excavation (Trench)," "Structural Excavation (Riprap)," "Cement Stabilized Backfill" and "Cutting and Restoring Pavement."

Payment for removal and replacement of unstable or incompressible material below the footing grades of culverts as provided for in Subarticle 400.2.(3) will be made as follows:

When the plans specify or when the Engineer directs the use of special materials such as flexible base, cement stabilized base, cement stabilized backfill or other special material, payment for excavation below the footing grades shall be made at the unit price bid for "Structural Excavation" of the pertinent type. Payment for furnishing, hauling, placing and compacting the flexible base, cement stabilized base, cement stabilized backfill or other special materials will be made at the unit price bid for these items in the contract or in accordance with Article 4.3. in cases where the required material is not a bid item.

Where special materials are not required or specified, payment for the removal and replacement of unstable and/or incompressible material will be made at a price equal to 200 percent of the unit price bid per cubic yard for "Structural Excavation" of the pertinent type. This price shall be full compensation for removing the unstable or incompressible material, furnishing, hauling, placing and compacting suitable replacement material and for all labor, equipment, tools, and incidentals necessary to complete the work.

If no direct method of payment is provided in the contract for culvert excavation and no special materials are required or specified, the removal and replacement of unstable or incompressible material, when such work is authorized by the Engineer, will be measured and paid for at fifteen dollars ($15.00) per cubic yard.

Should the Engineer deem it necessary to lower a bridge foundation to an elevation below the grade shown on the plans, such over excavation below plan will be paid for as "Structural Excavation" at an adjusted unit price as defined herein. Payment will be made at a unit price equal to 115 percent of the contract unit price bid for all over excavation where the revised footing grade does not vary from plan grade by more than five (5) feet.

Payment will be made at a unit price of 125 percent of the contract unit price bid for all over excavation where the revised grade varies from plan grade by more than five (5) feet but not in excess of 10 feet. In cases where the revised footing grade varies from plan grade by more than 10 feet, a supplemental agreement shall be prepared to establish a unit price with which to make payment for the over excavation.

No direct payment will be made for backfilling around structures. Payment for the backfilling and compacting of areas which were removed as structural excavation shall be included in the unit price bid for "Structural Excavation."

Unless otherwise shown on the plans, structural excavation which has been completed to the satisfaction of the Engineer, but not backfilled, a partial payment of 50 percent of the price bid will be made. The remaining amount will be paid upon the satisfactory completion of the backfilling.

This price shall be full compensation for all excavation, bedding, and backfill including placing, sprinkling and compaction of material; all soundings; cleaning and filling seams; constructing all cofferdams; all dewatering; and for furnishing all materials, hauling, labor, equipment, tools, sheeting and/or bracing of excavations up to and including five (5) feet in depth, pumps, drills, explosives, disposition of surplus material, cutting pavement and base to neat lines; and for incidentals necessary to complete the work, except that protection methods for excavations greater than five (5) feet in depth shall be measured and paid for as required under Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring."

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ITEM 402

TRENCH EXCAVATION PROTECTION

402.1. Description. This Item shall govern for the excavation protection required for the trenches in excess of five (5) feet deep, including all additional excavation, backfill, pavement reconstruction and repair made necessary by the protection system, in accordance with this Item.

A trench shall be defined as a narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench is not greater than 15 feet. If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet or less (measured at the bottom of the excavation), the excavation is also considered to be a trench. In addition, "Trench Excavation Protection" will not be limited to these applications, but may be used wherever deemed expedient and proper to the ensuing work.

402.2. Construction Methods. Trench Excavation Protection shall be as required by the provisions of Part 1926, Subpart P-Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration's Standards and Interpretations.

402.3. Measurement. This Item will be measured by the linear foot along the centerline of trench where the depth of trench exceeds five (5) feet.

402.4. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Trench Excavation Protection". This price shall be full compensation for all excavation and backfill; for furnishing, placing and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

No payment will be made for excavation protection made necessary due to the selection of an optional design or sequence of work that creates the need for the protection system.

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ITEM 464

REINFORCED CONCRETE PIPE

464.1.1. Description.

This Item shall govern for furnishing and installing all concrete pipe and materials and for constructing precast concrete pipe culverts or precast concrete sewer mains, laterals, stubs and inlet leads. The pipes shall be of the sizes, strengths and dimensions shown on the plans and shall include all connections to new or existing pipes, sewers, manholes, inlets, headwalls and other appurtenances and jointing materials as may be required to complete the work.

464.2. Materials.

(1) General. Except as modified herein, precast reinforced concrete pipe shall conform to the design shown on the plans and to ASTM C76 or C655 for circular pipe; ASTM C506 for arch pipe or ASTM C507 for horizontal elliptical pipe.

All precast concrete pipe shall be machine made or cast by a process which will provide for uniform placement of the concrete in the form and compaction by mechanical devices which will assure a dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete will not be acceptable for use in precast concrete pipe.

Unless otherwise shown on the plans, not more than two (2) holes may be placed in the top section of precast pipe for lifting and placing. The holes may be cast, cut, or drilled in the wall of the pipe. The holes shall not exceed three (3) inches in diameter at the inside surface of the pipe wall. Not more than one (1) longitudinal wire or two (2) circumferential wires may be cut per layer of reinforcing steel when locating lift holes in the pipe wall. After the pipe is in place, lift holes shall be filled with concrete or mortar or precast concrete plugs to the satisfaction of the Engineer.

The Contractor has the option of using portland cement or portland cement plus fly ash. When fly ash is used, then "cement" shall also be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of portland cement of the type specified and 20 to 35 percent fly ash by absolute volume. Type B fly ash shall not be used when Type II cement is shown on the plans. When portland cement is partially replaced, blended or otherwise modified by a pozzolan, the pozzolan is defined and limited to fly ash conforming to Department Materials Specification D-9-8900, "Fly Ash".

Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th St., Austin, Texas 78701-2483.

(2) Design. Circular pipe shall be of the class or D-load shown on the plans. Regardless of the design shown, the Contractor may furnish pipe to either ASTM C76 or ASTM C655 specifications. Table C outlines the class and D-load equivalents. For concrete pipe arch or elliptical pipe, the minimum design shall conform to Table A or B.

TABLE A *

Arch Pipe

Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	13 1/2	22
2	21	15 1/2	26
3	24	18	28 1/2
4	30	22 1/2	36 1/4
5	36	26 5/8	43 3/4
6	42	31 5/16	51 1/8
7	48	36	58 1/2
8	54	40	65
9	60	45	73
10	72	54	88

TABLE B *

Horizontal Elliptical Pipe

Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	14	23
2	24	19	30
3	27	22	34
4	30	24	38
5	33	27	42
6	36	29	45
7	39	32	49
8	42	34	53
9	48	38	60
10	54	43	68

*Minimum height of cover required is one (1) foot.
*Maximum height of cover is eight (8) feet.

TABLE C
CIRCULAR PIPE
(CLASS, D-LOAD EQUIVALENTS)

Error! Reference source not found. C76	**C655**
CLASS I	800D-LOAD
CLASS II	1000D-LOAD
CLASS III	1350D-LOAD
CLASS IV	2000D-LOAD
CLASS V	3000D-LOAD

Reinforced concrete pipe for jacking, boring or tunneling shall meet the requirements of the pertinent ASTM specification with the following additional requirements:

The pipe shall have circular reinforcement and for 30 inch and larger diameters shall have an additional layer of Class III reinforcement, 12 inches long, extending into both the tongue and groove of the joint to within 3/4 inch of the end of the tongue and the groove. The minimum wall thickness shall be wall "B" for the diameter specified, unless special designs are required. The minimum concrete compressive strength for jacking and boring pipe shall be 5000 psi. Variations in the laying length of opposite sides shall not exceed 3/8 inch for pipe diameters 24 inches through 60 inches and 1/2 inch for pipe diameters 66 inches and larger. The maximum joint taper shall be 7 degrees for tongue and groove pipe and 2 degrees for O-ring gasket pipe. Pipe manufactured to these additional requirements shall be marked to identify pipe for jacking and boring.

The plans will provide a summary indicating the locations and length for all pipe. In addition, the diameter, required D-load and/or class for full circle pipe, and/or the design size for pipe arch or elliptical pipe will also be shown.

(3) Physical Test Requirements. The acceptability of the pipe shall be determined by the results of the physical tests outlined herein; by appropriate material tests required in ASTM C76, C506, C507, or C655; by absorption tests on selected samples from the wall of the pipe; and by inspection of the finished pipe to determine its conformance with the required design and its freedom from defects. Three-Edge Bearing tests shall be performed on one (1) pipe for each 100 pipe or fraction thereof of each design or shape, size, class or D-load for the load to produce a 0.01 inch crack and, at the discretion of the Engineer, the pipe may be tested to ultimate load.

As an alternate to the Three-Edge Bearing test, concrete pipe 60 inches in diameter and larger may be accepted on the basis of compressive strength of cores cut from the wall of the pipe. The manufacturer shall furnish facilities and personnel for taking the cores and determining the compressive strength of the samples. Three-Edge Bearing tests and core tests shall be in accordance with ASTM C497.

The manufacturer shall plug and seal coreholes in the pipe wall, after testing, in a manner satisfactory to the Engineer.

(4) Marking. The following information shall be clearly marked on each section of pipe:

(a) The class or D-load of pipe.

(b) The date of manufacture.

(c) The name or trademark of the manufacturer.

(d) One end of each section of pipe with elliptical reinforcement shall be clearly marked during the process of manufacture or immediately thereafter on the inside and the outside of opposite walls to show the location of the "top" or "bottom" of the pipe as it should be installed, unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Marking shall be indented on the pipe section or painted thereon with waterproof paint.

(e) Pipe for jacking and boring shall be identified for the intended use.

(5) Inspection. The quality of materials, the process of manufacture, and the finished pipe shall be subject to inspection and approval by the Engineer at the pipe manufacturing plant. In addition, the finished pipe shall be subject to further inspection by the Engineer at the project site prior to and during installation.

(6) Causes for Rejection. Pipe shall be subject to rejection for failure to conform to any of the specification requirements. Individual sections of pipe may be rejected because of any of the following:

(a) Fractures or cracks passing through the shell, except for a single end crack that does not exceed the depth of the joint.

(b) Defects that indicate imperfect proportioning, mixing and molding.

(c) Surface defects indicating honeycombed or open texture.

(d) Damaged ends, where such damage would prevent making a satisfactory joint.

(e) Any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more, regardless of position in the wall of the pipe.

(7) Repairs. Pipe may be repaired if necessary, because of occasional imperfections in manufacture or accidental injury during handling and will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired pipe conforms to the requirements of the specifications.

(8) Rejections. All rejected pipe will be plainly marked by the Engineer by painting colored spots over the Division of Materials and Tests monogram on the inside wall of the pipe and on the top outside wall of the pipe. The painted spots shall be sufficient to identify the rejected pipe but no larger than four (4) inches in diameter. Rejected pipe shall not be defaced in any other manner. The Contractor shall remove the rejected pipe from the project and replace with pipe meeting the requirements of this Item.

(9) Jointing Materials. Unless otherwise specified on the plans the Contractor shall have the option of making the joints using any of the materials described herein. For all jointing materials except mortar, the Contractor shall furnish the Engineer the Manufacturer's Certificate of Compliance.

(a) Mortar. Mortar for joints shall be in accordance with the section, "Jointing", of this Item.

(b) Cold Applied, Plastic Asphalt Sewer Joint Compound. This material shall consist of natural and/or processed asphalt base, suitable volatile solvents and inert filler. The consistency is to be such that the ends of the pipe can be coated with a layer of the compound up to one-half inch thick by means of a trowel. The joint compound shall cure to a firm, stiff plastic condition after application. The material shall be of a uniform mixture and any small separation occurring in the container shall be stirred to a uniform mix before use.

This material shall meet the following requirements when tested in accordance with Test Method Tex-526-C:

Asphalt Base, 100% - % Volatites - % Ash, % by weight	28-45
Volatiles, 212 F Evaporation, 24 h, % by weight	10-26
Mineral Matter, determined as Ash, % by weight	30-55
Consistency, Cone Penetration, 150 q, 5 sec, 77 F	150-275

(c) Rubber Gaskets. These gaskets shall conform to ASTM C361 or C443. The design of the joints and permissible variations in dimensions shall be in accordance with ASTM C443. The Contractor shall furnish the Engineer the Manufacturer's Certificate of Analysis.

(d) Cold Applied Preformed Plastic Gaskets. Preformed plastic gaskets shall be suitable for sealing joints of tongue and groove concrete pipe. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength, and shall be supplied in extruded rope-form of suitable cross-section. The size of the plastic gasket joint sealer shall be in accordance with the manufacturer's

recommendations and be of sufficient size to properly seal the joint. The plastic gasket joint sealer shall be so constructed as to provide evidence of proper installation either by means of "squeeze-out" of the gasket material on the inside or outside around the complete pipe joint circumference or by means of tabs, projections or other such indicators placed at established intervals around the circumference of the pipe joint. Plastic gasket joint sealers shall be Type 1 or Type 2. Type 1 gaskets shall meet the "squeeze-out" requirements and Type 2 gaskets shall meet the requirements for tabs, projections or other indicators. The gasket joint sealer shall be protected by a suitable wrapper designed that when removed, the jointing material maintains integrity.

The chemical composition of the gasket joint sealing compound for Type 1 and 2, as shipped, shall meet the following requirements:

COMPOSITION	**TEST METHOD**	**ANALYSIS**
Bitumen, Petroleum Plastic Content, % by weight	ASTM D4	50-70
Ash-Inert Mineral Matter, % by weight	Tex-526-C	30-50
Volatile Matter, 325 F, % by weight	Tex-506-C	2.0 max.

The gasket joint sealing compound when immersed for 30 days at ambient room temperature separately in five (5) percent solution of caustic potash; a five (5) percent solution of hydrochloric acid; a five (5) percent solution of sulfuric acid; and a saturated H_2S solution, shall show no visible deterioration.

The physical properties of the gasket joint sealing compound as shipped shall meet the following requirements:

PROPERTY	**TEST METHOD**	**REQUIREMENT**	
		Type 1	**Type 2**
Ductility @ 77 F (cm), min.	Tex-503-C	5.0	5.0
Softening Point, F	Tex-505-C	275	275
Penetration			
32 F (300g) 60 sec., min.	Tex-502-C	65	
77 F (150g) 5 sec.	Tex-502-C	50-120	50-120
115 F (150g) 5 sec., max.	Tex-502-C	150	

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464.3. Construction Methods. The location of private driveway and side road pipe shall be constructed at locations shown on the plans or as directed by the Engineer.

Reinforced concrete pipe culverts and sewers shall be constructed in accordance with the plans and requirements of this Item.

(1) Excavation. All excavation shall be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures", except where tunneling or jacking methods are shown on the plans or permitted by the Engineer.

(2) Shaping and Bedding. Shaping and bedding shall be in accordance with Item 400, "Excavation and Backfill for Structures".

(3) Laying Pipe. Unless otherwise authorized by the Engineer, the laying of pipe on the bedding shall be started at the outlet end with the spigot or tongue end pointing downstream and shall proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades. Where bell and spigot pipe are used, cross trenches shall be cut in the foundation to allow the barrel of the pipe to rest firmly upon the bedding. These cross trenches shall be not more than two (2) inches larger than the bell ends of the pipe. Proper equipment shall be provided for hoisting and lowering the sections of pipe into the trench without disturbing the bedding and the sides of the trench. The ends of the pipe shall be carefully cleaned before the pipe is placed. As each length of pipe is laid, the mouth of the pipe shall be protected to prevent the entrance of earth or bedding material. The pipe shall be fitted and matched so that when laid in the bed the pipe shall form a smooth, uniform conduit. When elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, the pipe shall be laid in the trench in such position that the markings "Top" or "Bottom", shall not be more than five (5) degrees from the vertical plane through the longitudinal axis of the pipe.

Multiple installations of reinforced concrete pipe shall be laid with the center lines of individual barrels parallel. Unless otherwise shown on the plans, the following clear distances between outer surfaces of adjacent pipes shall be used.

Diameter 18"	24"	30"	36"	42"	48"	54"	60" to 84"
Clear 0'-9" Distance Between Pipes	0'-11"	1'-1"	1'-3"	1'-5"	1'-7"	1'-11"	2'-0"

(4) Jointing.

(a) Joints sealed with portland cement mortar shall be made as follows:

Mortar shall consist of one (1) part cement, two (2) parts sand and sufficient water to make a plastic mix. The pipe ends shall be cleaned and wetted before making the joint. The lower half of the bell or groove and the upper half of the tongue or spigot shall be plastered with mortar. After the pipes are tightly jointed, mortar shall be packed into the joint from both inside and outside the pipe. The inside shall be finished smooth and flush with adjacent joints of pipe. Over the joint outside the pipe, a bead shall be formed at least one (1) inch on either side of the joint and of semicircular cross section for tongue and groove joints, but for bell and spigot joints, the mortar shall form a 45° fillet between the outer edge of the bell and the spigot. Mortar joints shall be cured by keeping the joints wet for at least 48 hours or until the backfill has been completed, whichever comes first. No jointing shall be done when the atmospheric temperature is at or below 40 F. Mortared joints shall be protected against freezing by backfilling or other approved methods for at least 24 hours.

No mortar banding on the outside of pipe will be required for driveway culverts.

At the Contractor's option, and with the approval of the Engineer, pipes which are large enough for a man to enter may be furnished with the groove not less than one-half of an inch and not more than three-fourths of an inch longer than the tongue. Such pipe may be laid and backfilled without mortar joints. Care shall be exercised to avoid displacing the joints during the backfilling operations. After the backfilling has been completed, the space between the end of the tongue and the groove on the interior of the pipe shall be cleaned of all foreign material, thoroughly wetted and filled with mortar around the entire circumference of the pipe and finished flush.

The Contractor shall make available for the use of the Engineer, an appropriate rolling device similar to an automobile mechanic's "Creeper" for conveyance through small size pipe structures.

Mortar joints will be required for irrigation wells, vents and similar vertical structures.

(b) Joints using Cold Applied, Plastic Asphalt Sewer Joint Compound shall be made as follows:

Both ends of the pipes shall be clean and dry. A one-half inch thick layer of the compound shall be troweled or otherwise placed in the groove end of the pipe covering not less than two-thirds of the joint face around the entire circumference. Next, the tongue end of the next pipe shall be shoved home with sufficient pressure to make a tight joint. After the joint is made any excess mastic projecting into the pipe shall be removed. Backfilling of

pipe laid with asphalt mastic joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

(c) Joints using Rubber Gaskets shall be made as follows:

Where rubber gasket pipe joints are required by the plans the joint assembly shall be made according to the recommendations of the gasket manufacturer. Water tight joints will be required when using rubber gaskets. Backfilling may begin when approved by the Engineer.

(d) Joints using Cold Applied Preformed Plastic Gaskets shall be made as follows:

Before laying the pipe in the trench, the plastic gasket shall be attached around the tongue or groove near the shoulder or hub of each joint in accordance with the gasket manufacturer's recommendations. The protective wrapper shall be removed and the gasket pressed firmly to the clean, dry surface of the pipe, as recommended by the manufacturer. The joint sealer must be placed in such a manner that no dirt or other deleterious materials will come in contact with the joint sealing material.

After the tongue is correctly aligned with the flare of the groove, the wrapper or wrappers on the gasket shall be removed and the pipe shall be pulled or pushed home with sufficient force to properly seal the joint. Any joint material pushed out into the interior of the pipe that would tend to obstruct the flow shall be removed. (Pipe shall be pulled home in a straight line with all parts of the pipe on line and grade at all times.) Backfilling of pipe laid with plastic gasket joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

When the atmospheric temperature is below 60 F, plastic joint seal gaskets shall either be stored in an area warmed to above 70 F, or artificially warmed to this temperature in a manner satisfactory to the Engineer. Gaskets shall then be applied to pipe joints immediately prior to placing pipe in trench, followed by connection to previously laid pipe.

(5) Connections and Stub Ends. Connections of concrete pipe to existing pipes, pipe sewers or sewer appurtenances shall be as shown on the plan.

The bottom of existing structures shall be mortared or concreted if necessary to eliminate any drainage pockets created by the connections. Any damage to the existing structure resulting from making the connection shall be repaired by the Contractor, to the satisfaction of the Engineer, at the Contractor's expense.

When concrete pipe is to be joined with existing aluminum pipe, portions of the aluminum pipe that are to be in contact with the concrete pipe, shall be insulated with a coating of bituminous material meeting the requirements of Article 460.7. The coating shall extend to a minimum distance of one (1) foot beyond the area of contact.

Unless otherwise shown in the plans, connections between concrete pipe and corrugated metal pipe shall be made with a suitable concrete collar having minimum thickness of four (4) inches.

Stub ends, for connections to future work not shown on the plans, shall be finished by installing watertight plugs into the free end of the pipe.

(6) Backfilling. After the pipe has been placed, bedded and jointed as specified, filling and/or backfilling shall be done in accordance with the applicable requirements of Item 400, "Excavation and Backfill for Structures". When mortar joints are specified, no fill or backfill shall be placed until the jointing material has been cured for at least six hours. Special precautions shall be taken in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. For all pipe structures where joints consist of materials other than mortar, immediate backfilling will be permitted.

(7) Reuse of Appurtenances. When existing appurtenances are specified on the plans for reuse, the portion to be reused shall be severed from the culvert and moved to the new position previously prepared by hoisting with a crane, rolling, or other approved methods. Connections shall conform to the requirements for joining sections of pipes, as designated herein or as shown on the plans. Any portion of the headwalls or pipe attached to the appurtenance damaged during the moving operations by the Contractor shall be restored to its original condition at the Contractor's expense. The Contractor may remove and dispose of the existing appurtenances and construct new appurtenances at his expense in accordance with the pertinent specifications and design shown on the plans or as furnished by the Engineer.

(8) Protection of Pipe. Unless otherwise shown on the plans or permitted in writing by the Engineer, no heavy earth moving equipment will be permitted to haul over the structure until a minimum of four (4) feet of permanent or temporary, compacted fill has been placed thereon. Pipe damaged by the Contractor's equipment shall be removed and replaced by the Contractor at the Contractor's expense.

464.4.Measurement.

This Item will be measured by the linear foot. Such measurement will be made between the ends of the pipe barrel along the flow line, exclusive of safety end treatments. Safety

end treatments shall be measured in accordance with Item 467, "Safety End Treatment". Where spurs or branches, or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels measured as prescribed above.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

464.5.Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pipe" and "Reinforced Concrete Pipe (Sewers)" of the size and D-load or class specified; and "Reinforced Concrete Pipe (Arch)", "Reinforced Concrete Pipe (Elliptical)", "Reinforced Concrete Pipe (Arch) (Sewer)", and "Reinforced Concrete Pipe (Elliptical) (Sewer)" of the design specified.

This price shall be full compensation for furnishing, hauling, placing and joining of pipes; for cutting of skews or slopes, for all connections to new or existing structures; for moving and reusing appurtenances where required; for removing and disposing of portions of existing structures as required; and for all labor, tools, equipment and incidentals necessary to complete the work.

Excavation, bedding and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 479

ADJUSTING MANHOLES AND INLETS

479.1. Description. This Item shall govern for adjusting or capping of existing manholes or inlets as shown on the plans and in accordance with this Item or as directed by the Engineer. Subject to the approval of the Engineer, prefabricated metal extension rings may be furnished for the adjustment of manholes. Drainage junction boxes will be classified as manholes.

479.2. Materials. Manholes or inlet rings, plates, grates and covers, and brick in good condition, removed from the manholes and inlets in the process of abandonment, capping or adjustment, may be reused. Additional materials when required shall conform to the pertinent provisions of Item 465, "Manholes and Inlets".

479.3. Construction Methods. Manholes or inlet rings, covers, plates, and grates shall be removed carefully and the contact areas shall be cleaned of all mortar and grease. Rings, covers, plates, or grates broken in the process of removal and cleaning shall be replaced by the Contractor at his expense.

When prefabricated metal extension rings are furnished, they may be either single piece or multiple piece as necessary for the amount of adjustment. They shall be installed in accordance with the manufacturer's instructions.

If the adjustment involves lowering the top of a manhole or inlet, a sufficient depth of brick courses or concrete shall be removed to permit reconstruction on a batter not exceeding one (1) inch horizontal to two (2) inches vertical. In the case of brickwork, the mortar shall be cleaned from the top course of brick remaining in place and from all brick to be reused and the manhole or inlet rebuilt to the original top dimensions. The manhole or inlet ring, cover, plate, or grate shall then be installed with the top conforming to the proposed new surface.

If the adjustment involves raising the elevation of the top of manhole or inlet, the top surface of brick or concrete shall be cleaned and built up vertically to the new elevation using new brick, brick salvaged from other manhole or inlet adjustments, concrete rings or Class "A" concrete, and the ring, cover, plate, or grate installed with the top conforming to the proposed new surface.

When capping of an inlet or manhole is required, it shall be removed to a minimum of one (1) foot below subgrade elevation or as otherwise indicated on the plans, and capped as shown on the plans.

All work shall be in accordance with Item 465, "Manholes and Inlets".

Excavation and backfill shall conform to Item 400, "Excavation and Backfill for Structures".

479.4. Measurement. Manholes or inlets completely adjusted, or capped as prescribed above, will be measured as each manhole or inlet adjusted.

479.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Adjusting Manholes", "Adjusting Inlets", or "Adjusting Manholes and Inlets". This price shall be full compensation for furnishing all required materials, including backfill as required, excavation, tools, labor, equipment, and incidentals required to complete the work..

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 502

BARRICADES, SIGNS AND TRAFFIC HANDLING

502.1. Description.

This Item shall govern for providing, installing, moving, replacing, maintaining, cleaning and removing upon completion of work, all barricades, signs, cones, lights and other such type devices and of handling traffic as indicated on the plans or as directed by the Engineer.

502.2. Construction Methods.

All barricades, signs and other types of devices listed above shall conform to details shown on the plans or those indicated in the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

For this project a Traffic Control Plan (TCP), responsive to the TMUTCD, has been established by the Engineer. The Contractor may propose his own TCP. Contractor-proposed major modifications to the Traffic Control Plan shall bear the seal of a Registered Professional Engineer. If his plan is approved in writing by the Engineer, it may be used. Prior to beginning work, the Contractor shall designate, in writing, a competent person who will be responsible and available on the project site
or in the immediate area to insure compliance with the TCP. The Engineer will designate a qualified Departmental person to observe implementation and who will have authority to assure compliance with the TCP.

All retro- reflective traffic control devices such as barricades, vertical panels, signs, etc., shall be maintained by cleaning, replacing or a combination thereof such that during darkness and rain the retro-reflective characteristics shall equal or exceed the retro-reflective characteristics of the standard reflective panels in the Engineer's possession.

502.3. Measurement.

This Item will be measured by the unit of measure "month" as indicated on the plans.

502.4. Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs and Traffic Handling". This price shall be full compensation for furnishing all labor, materials, supplies, equipment and incidentals necessary to complete the work as specified.

Payment will be made on the following basis:

(1) The total payment for this Item will not exceed 10 percent of the total contract amount prior to "Final Acceptance". The portion of the contract amount for this Item in excess of 10 percent of the total contract amount, less any adjustments as specified below, will be paid on the next monthly estimate cycle after the retainage estimate.

(2) Payment for this Item will begin on the first payable monthly construction estimate after barricades, signs and traffic handling devices have been installed in accordance with the TCP and construction has begun.

(3) Monthly payment will be made each succeeding month for this Item provided the barricades, signs and traffic handling devices have been installed and maintained in accordance with the TCP until the contract amount for Barricades, Signs and Traffic Handling has been paid unless adjusted by paragraph (4).

(4) The quantity under this Item will not exceed the total plan quantity except when additional work is added by an approved field change or extra work order. Also when work is suspended for the convenience of the Department, through no fault of the Contractor, additional quantity may be paid when approved by field change.

(5) An overrun of the plan quantity for this Item will not be allowed for approving designs, testing, material shortages, closed construction seasons, curing periods, test periods, failure to complete the work prior to payment of the amount allowed by (1) and (3) above nor delays caused directly or indirectly by requirements of the contract.

(6) If the contract is completed prior to payment of the amount allowed by (1), (3) and (7), the balance due will be paid on the next monthly estimate cycle after the retainage estimate. When the plans establish pay items for particular work called for in the TCP and/or plans, that work will be measured and paid for under the governing items.

(7) If the Contractor fails, within the time frame established by the Engineer, to provide or properly maintain signs and barricades in compliance with the contract requirements, as determined by the Engineer, the Contractor will be considered in non-compliance with this Item and no payment will be made for this Item for the month(s) in question.

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 530

INTERSECTIONS DRIVEWAYS AND TURNOUTS

530.1. Description. Construct and pave intersections, driveways, and turnouts. Pave existing intersections, driveways, and turnouts. Intersections are considered to be areas off the travel lanes and shoulders of the Contract highway on the intersecting highway on the state system. The intersecting on-system highway work will be paid for under this Item only when shown on the plans.
Driveways are defined as private (residential or commercial) and public (county road and city street) access areas off the travel lanes and shoulders. Turnouts include but are not limited to mailbox and litter barrel widenings.

530.2. Materials. Furnish materials that meet the following:

- Item 247, "Flexible Base"
- Item 260, "Lime Treatment (Road Mixed)"
- Item 263, "Lime Treatment (Plant Mixed)"
- Item 275, "Cement Treatment (Road Mixed)"
- Item 276, "Cement Treatment (Plant Mixed)"
- Item 292, "Asphalt Treatment (Plant Mix)"
- Item 316, "Surface Treatments"
- Item 330, "Limestone Rock Asphalt Pavement"
- Item 334, "Hot Mix–Cold Laid Asphalt Concrete Pavement"
- Item 340, "Dense-Graded Hot Mix Asphalt Concrete Pavement (Method)"
- Item 360, "Concrete Pavement"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel."

530.3. Construction. Construct and pave intersections, driveways, and turnouts, and pave existing intersections, driveways, and turnouts as shown on the plans or as directed. Place materials in accordance with construction Articles of pertinent Items. Provide uninterrupted access to adjacent property unless otherwise directed. Ensure that abrupt elevation changes in driveway or turnout areas that serve as sidewalks do not exceed 1/4 in. and that the sidewalk area cross slope does not exceed 2%. Ready-mix concrete and hand finishing will be permitted when concrete pavement is specified unless otherwise shown in the plans for intersections.

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

530.4. Measurement. This Item will be measured by each intersection, driveway, or turnout, or by the square yard of the final pavement surface. When "Intersections, Driveways, and Turnouts" or "Driveways and Turnouts" are bid, measurement will be restricted to the square yard.

530.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Intersections," "Driveways," "Turnouts," "Intersections, Driveways, and Turnouts," or "Driveways and Turnouts" of the surface specified (Concrete, Asphaltic Concrete Pavement, or Surface Treatment).
This price is full compensation for furnishing and operating equipment; excavation and embankment; base and pavement materials; and labor, materials, tools, and incidentals. Drainage structures will be measured and paid for in accordance with the pertinent bid Items. Bonus and penalties for quality control and quality assurance (QC/QA) materials will not apply when payment for those materials is made under this Item.

SPECIAL SPECIFICATION

5010

Construction Exits

1. **Description.** This Item shall govern for the materials to be furnished and for the installation, maintenance, and removal of construction exits of the type and dimensions shown on the plans. This item will be used temporarily during construction to control the tracking of sediment, mud, gravel, etc. from a construction site or other areas identified by the Engineer to a public right of way, street, sidewalk or parking area.

2. **Materials.** All materials shall meet the applicable requirements as indicated below for the specified type of construction exit.

   (1) **Rock Construction Exit.** Rock used for long- and short-term construction exits shall consist of crushed stone. The aggregates shall be clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic and injurious matter.

   (2) **Timber Construction Exit.** Timber for long-term construction exits shall consist of treated railroad ties and timbers. The railroad ties and timbers shall be treated to control rot and shall be No. 2 quality or better and free of large and loose knots. Timber shall be fastened with nuts and bolts or lag bolts all of which shall meet or exceed ASTM-A307.

   Timber for short-term construction exits shall be treated to control rot and shall be No. 2 quality or better and free of large and loose knots. Plywood and/or pressed wafer board shall be a minimum of 1/2 inch thick.

   (3) **Foundation Course.** The foundation course shall be flexible base, bituminous concrete, Portland cement concrete or other materials as approved by the Engineer.

3. **Construction Methods.** When tracking conditions exist, traffic shall not be allowed to cross or leave the construction site and move directly onto a public roadway, alley, sidewalk, parking area, or other right of way in areas other than at locations of construction exits. Construction exits can be either for long or short term use. Foundation courses, if needed, shall be used with the long-term construction exits.

   (1) **Long-Term Construction Exit.** The exit shall be placed over a foundation course, if needed. The foundation course and/or compacted subgrade shall be properly graded to direct runoff from the construction exit to a sediment trap as shown on the plans or as directed by the Engineer. The exit shall normally be constructed a minimum length of 50 feet. The width shall be at least 14 feet for one-way traffic and 20 feet for two-way traffic but shall not be less than full width of all points of ingress and egress and shall be sufficient for all ingress and egress.

      (a) **Type 1 Construction Exit.** This exit shall consist of open-graded crushed stone with a size of four to eight inches as shown on the plans. The depth of the aggregate shall not be less than eight inches.

      (b) **Type 2 Construction Exit.** This exit shall be constructed of treated railroad ties and timbers as shown on the plans.

   (2) **Short-Term Construction Exit.**

      (a) **Type 3 Construction Exit.** This exit shall be either open-graded crushed stone with a size of two to four inches, or plywood or wafer board. This exit shall be used for daily operations when tracking conditions exist such as traffic crossing the construction site at locations where long-term exits are not practicable.

(b) Type 4 Construction Exit. This exit shall be as shown on the plans.

4. Maintenance. Exits shall be maintained in a condition which will prevent tracking or flowing of sediment onto public right of way. This may require periodic removal and replacement of stone or timber, or other material as conditions demand and repair and/or clean out of any measures used to trap sediment. Sediment spilled, dropped, washed or tracked onto public right of way shall be immediately removed by the Contractor and disposed of at an approved site and in a manner that will not contribute to additional siltation.

When necessary, wheels shall be cleaned to remove sediment prior to entrance onto public right of way. When washing is required, the construction exit shall be graded to drain into a sediment trap or sediment basin. Sediment shall be prevented from leaving the construction site.

The construction exits shall be removed promptly when directed by the Engineer. Discarded materials shall become the property of the Contractor for his disposal at an approved site. The area beneath the construction exit and any area damaged by the removal process shall then be stabilized by the Contractor using appropriate methods as approved by the Engineer. When the Special Specification, "Temporary Erosion, Sedimentation and Water Pollution Prevention and Control" is in the contract, stabilization shall be as defined in Subarticle 4.C. of that specification.

5. Measurement. Construction exits will be measured by the square yard of surface area of completed and accepted work.

Each time the Engineer directs that the construction exit(or a portion thereof) be removed or removed and replaced, it will be measured for payment.

6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement", will be paid for at the unit price bid for "Construction Exits", of the type specified. This price shall be full compensation for securing and furnishing all materials, including all royalty and freight involved; for loosening, blasting, excavating, screening, crushing when required; for loading all materials; for hauling and delivering to the construction site; for spreading, mixing, blading, dragging, shaping and finishing; cleaning of wheels, when necessary; maintenance (except as shown below); and for all manipulations, labor, tools and incidentals necessary to complete the work.

When the Engineer directs that the construction exit (or a portion thereof) be replaced, payment will be made at the unit price bid for "Construction Exits (Remove and Replace)", of the type specified. This price shall be full compensation for the removal and replacement of the construction exit, and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

The work performed in removing the exits as described under "Maintenance" and measured under "Measurement" will be paid for at the unit price bid for "Construction Exits (Remove)", of the type specified. This price shall be full compensation for removing, loading, hauling and disposing of all materials to an approved location; for repairing the entrance; and for all manipulations, labor, tools and incidentals necessary to complete the work.

Construction of sediment traps as well as the periodic removal of accumulated sediment deposits (as described under "Maintenance") used in conjunction with the construction exit will be measured and paid for under the pertinent bid items of the Special Specification, "Earthwork for Erosion Control".

Stabilization (as described under "Maintenance") will be measured and paid for under the various pertinent bid items.

SPECIAL SPECIFICATION

5249

Temporary Sediment Control Fence

1. **Description.** This Item shall govern for the materials to be furnished and for the installation, maintenance and removal of temporary sediment control fence of the dimensions shown on the plans. This Item will be used temporarily during construction to control erosion and sedimentation.

2. **Materials.**

   (1) **Fence Description.** The fence shall be a net-reinforced fence, using woven geotextile fabric.

   (2) **Fabric.** Fabric materials shall meet the requirements of Departmental Materials Specification D-9-6230, "Temporary Sediment Control Fence Fabric".

   (3) **Posts.** Posts shall be a minimum of 48 inches long, essentially straight, and shall be wood or steel, unless otherwise shown on the plans. Soft wood posts shall be at least 3 inches in diameter or nominal 2 x 4 inches. Hardwood posts shall have a minimum cross-section of 1.5 x 1.5 inches. Steel posts shall be "T" or "L" shaped with a minimum weight of 1.3 pounds per linear foot.

   (4) **Net Reinforcement.** Net reinforcement shall be galvanized welded wire mesh of a minimum 12.5-gauge wire or equal as approved by the Engineer with a maximum opening size of 2 x 4 inches and shall be at least 24 inches wide unless otherwise shown on the plans.

   (5) **Staples.** Staples used to secure reinforcement and fabric to wood posts shall have a crown at least 3/4 inches wide and legs 1/2 inches long.

   (6) **Used Materials.** Previously-used materials from other TxDOT projects, meeting the above requirements and when approved by the Engineer, may be used. Previously used materials from within the project shall be used whenever possible.

3. **Construction Methods.** The temporary sediment control fence shall be used during construction near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. The fence may be incorporated into the erosion control measures used to control sediment in areas of higher flow. The fence installation methods shall be as specified below unless otherwise shown on the plans. The physical alignment and location of the fence shall be as shown on the plans or as directed by the Engineer.

   (1) **Installation of Posts.** Posts shall be embedded to 18 inches deep, or adequately anchored if in rock, with a spacing of 6 to 8 feet, and installed on a slight angle toward the anticipated run-off source.

   (2) **Fabric Anchoring.** Trenches shall be dug along the uphill side of the fence to anchor 6 to 8 inches of fabric. The trench shall have a minimum cross section of 6 x 6 inches. The fabric is against the side of the trench and approximately 2 inches of fabric is across the bottom in the upstream direction. The trench shall then be backfilled and hand tamped as approved by the Engineer.

   (3) **Fabric Attachment.** The reinforcement shall be attached to the end posts, if wood, by staples, or if steel, by T-clips or sewn vertical pockets at a minimum of four (4) locations. The reinforcement shall be attached to each succeeding post as approved by the Engineer. The ends of successive reinforcement sheets or rolls shall be connected at a fence post at least six (6) times with hog rings.

   The fabric shall be fastened to the top strand of reinforcement by hog rings or cord at a maximum spacing of 15 inches.

(4) **Fabric Splices.** Splices shall occur at a fence post and shall have a minimum lap of 6 inches attached in at least six (6) places. Splices in concentrated flow areas will not be permitted.

When removing temporary sediment control fence that is suitable for relocation, the Contractor shall take all necessary measures to maintain the fabric in the best condition.

Requirements for installation of used temporary sediment control fence shall include:

(1) Minimal or no visible signs of biodegradation (weak fibers)
(2) No excessive patching every 15 to 20 linear foot.
(3) Posts must not be bent and backing must not have holes.

4. **Maintenance.** The temporary sediment control fence shall be maintained in good condition (including staking, anchoring, tension adjustments, etc.) By the Contractor. All necessary work and materials to maintain the integrity of the fence, including keeping fabric free of accumulated silt, debris, etc., shall be provided until earthwork construction and permanent erosion control features are in place, and/or the disturbed area has been adequately stabilized. When the Special Specification, "Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control", is in the contract, stabilization shall be as described in Subarticle 4.C. of that specification. The areas damaged by the removal process shall be stabilized by the Contractor using appropriate methods as approved by the Engineer.

Torn or punctured fabric shall be repaired by the placement of a patch consisting of an additional layer of fabric over the damaged area. The patch shall have a minimum overlap of 18 inches in all directions and be securely attached to the repaired fabric.

When the accumulated sediment deposit reaches a depth of approximately 6 inches, it shall be removed and disposed of at approved sites in a manner that will not contribute to additional siltation. If the structure ceases to function as intended, the Engineer may direct that the fence or portions thereof be replaced. Such replacement will be measured for payment.

5. **Measurement.** Temporary sediment control fence will be measured by the linear foot of fence, complete in place, measurement being made along the centerline of the top of the fence.

Each time the Engineer directs that the temporary sediment control fence (or portions thereof) be removed or removed and replaced, it will be measured by the linear foot for payment.

6. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement", will be paid for at the unit price bid for "Temporary Sediment Control Fence". This price shall be full compensation for furnishing, placing and maintenance of the fence (except as shown below); for all required trenching, fence posts, fabric and backfill; and for all labor, tools, equipment and incidentals necessary to complete the work.

When the Engineer directs that the temporary sedimentation control fence installation (or portions thereof) be replaced, payment will be made at the unit price, bid for "Temporary Sediment Control Fence (Remove and Replace)". This price shall be full compensation for the removal and replacement of the fence installation and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

No non-damaged material will be removed from the project until such time that no new installations or replacements will be required. All sound materials removed from project installations will be placed or stockpiled for project placement or replacement. No new material will be accepted when stockpiled material is available for use. The Contractor retains ownership of the stockpiled material.

The removal of accumulated sediment deposits, as described under "Maintenance", will be measured and paid for under the pertinent bid items of the Special Specification, "Earthwork for Erosion Control".

The work performed in the final removal of the temporary sediment control fence installation as described under "Maintenance" and measured under "Measurement" will be paid for at the unit price bid for "Temporary Sediment Control Fence (Remove)". This price shall be full compensation for removing the fence from the

existing location, for stockpiling for future use, for proper disposal of damaged material, and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

Stabilization (as described under "Maintenance") will be measured and paid for under the various pertinent bid items.

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

Example:

ITEM 247	FLEXIBLE BASE (204)
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 530	DRIVEWAYS AND TURNOUTS
ITEM 5010	CONSTRUCTION EXITS

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

General: The above listed specifications items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004)

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: HUMBERTO GARCIA JR.
Title: SECRETARY/OFFICER
Telephone Number: (956)607-4448
Date: 7/02/2012

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
2GS, LLC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. BOX 595

Requester's name and address (optional)

City, state, and ZIP code
PENITAS, TX. 78576

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
4	5	-	4	3	3	8	9	1	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Jose L Saiz Date ▶ June 13, 2012

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY
URBAN COUNTY PROGRAM
Bidder/Vendor Application

Complete in print or type. Please return this application to the: Hidalgo County Urban County Program, via facsimile to (956) 787-5291 or delivered in person/regular mail to the following: 1916 Tesoro Blvd., Pharr, Texas 78577
Upon submitting application, original will be on file at the Urban County Program. If changes are required for updating purposes, please contact the Urban County Program at (956) 787-1827.

Company Name: 2GS, LLC Telephone No. (956) 607-4448

dba Name:

Legal Name: 2GS, LLC

Mailing Address :P.O. BOX.595 Fax No. (956) 683-6149

Physical Address:

City, State, Zip Penitas, TX. 78576 Tax I.D. No. 45-4338911

Remit to Address : P.O. BOX. 595 City, State, Zip PENITAS, TX. 78576

E-Mail Address: bgarcia@2gsllc.com

Representative(s) Name(s) & Title(s) PEDRO SAENZ (OWNER), HUMBERTO GARCIA JR. (SECRETARY/OFFICER

Type of Organization (check one): ___ Individual ___ Partnership ___ Corporation ___ Non Profit
X LLC ___ Sole Proprietor ___ Other, Specify

State Identification No. 45-4338911 (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: TEXAS Date: 1/20/2012 Other:

Type of Business (check one): ___ Manufacturer ___ Wholesaler ___ Retailer ___ Broker
___ Distributor ___ Service Organization X Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

PEDRO SAENZ (OWNER), HUMBERTO GARCIA JR. (SECRETARY/OFFICER

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☒ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☒ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

Indicate Certification No.(s): ___ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☒ No

To Be Completed by the Urban County Staff: Rec'd by: ___ Date Rec'd by Urban County Staff:

Entered Into System:

Revised12/15/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?. ☐Yes ☒ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s)._____ or Are Certificate(s) Attached?: ☐ Yes ☒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: 0 %
(List HUB Subcontractor information below)

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip.
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City. _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable) ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City. _____ State: _____ Zip.
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

EXHIBIT "D"

2282750

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2GS, LLC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

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

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

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

4

Humberto Garcia Jr

Signature of person doing business with the governmental entity

2-21-12

Date

Adopted 06/29/2007

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 10th day of AUGUST, 2012.

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

General Decision Number: TX120008 01/06/2012 TX8

Superseded General Decision Number: TX20100009

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	
Motor Grader Operator, Rough	$ 14.62	
Motor Grader, Fine Grade	$ 16.52	
Scraper	$ 11.07	
Servicer	$ 12.34	

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the

wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

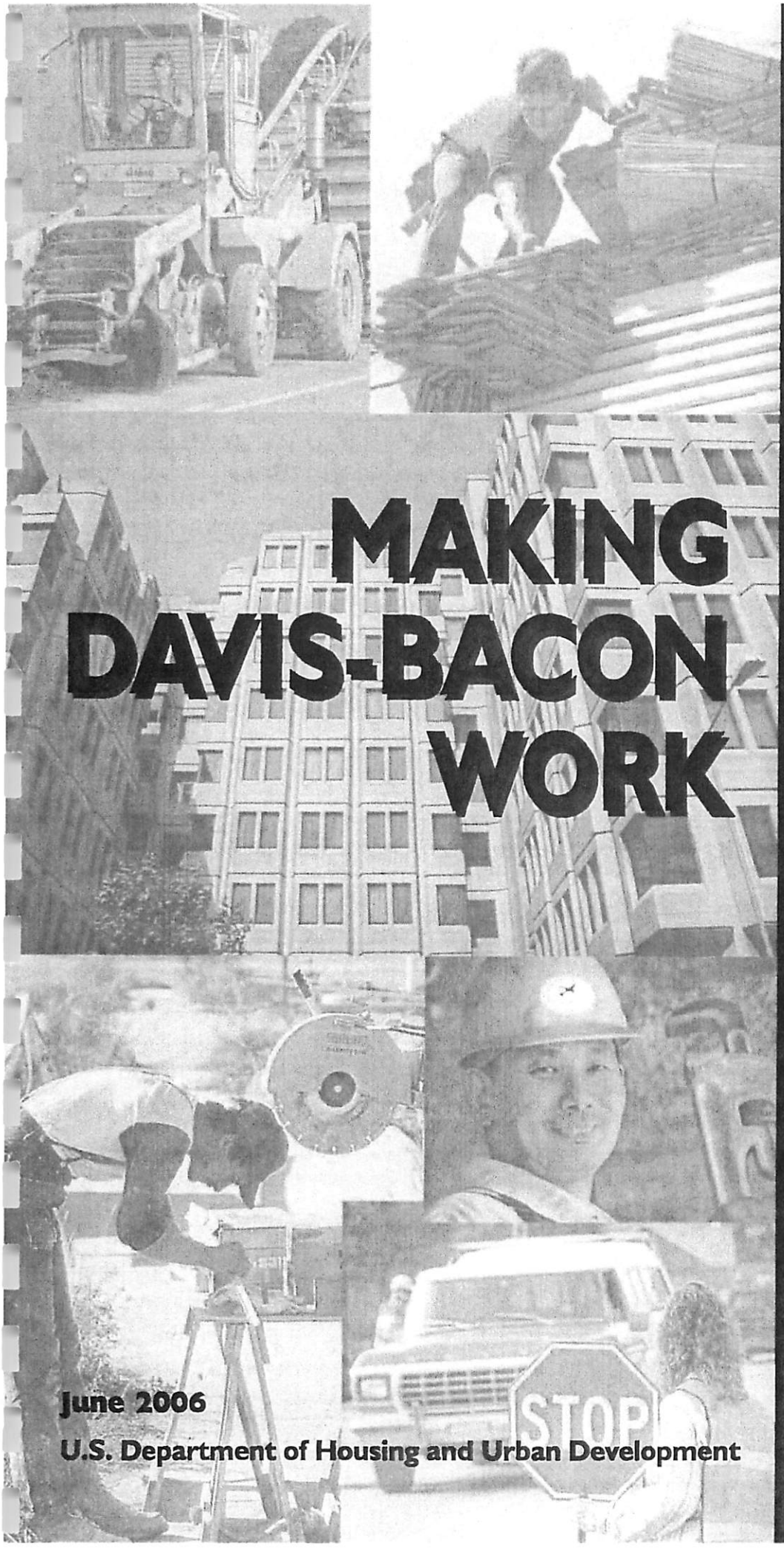
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



MAKING DAVIS-BACON WORK

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

June 2006

U.S. Department of Housing and Urban Development

Introduction

This Guide has been prepared for you as a contractor performing work on construction projects that are ***assisted*** by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide ***does not*** address contractor requirements involved in ***direct*** Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to ***any*** Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations
on the World Wide Web HUD Home Page at:
http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our web site or by telephone from HUD's Customer Service Center at (800) 767-7468.

MAKING DAVIS-BACON WORK

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

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CHAPTER 1. Laws, Regulations, Contracts and Responsibilities

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 Davis-Bacon and Other Labor Laws

a. The Davis-Bacon Act (DBA)

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work *is not* covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or *DBRA*.

b. The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to *prime contracts* of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. *(See also* Labor Relations Letter *SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provisions,* available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

c. The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to ***kickback*** (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 Davis-Bacon Regulations

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7.*** *Part 1* explains how the DOL establishes and publishes DBA wage determinations *(aka wage decisions)* and provides instructions on how to use the determinations. *Part 3* describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. *Part 5* covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. *Part 6* provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, *Part 7* sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web: *http://www.dol.gov/dol/allcfr/Title_29/toc.htm*

1-3 Construction Contract Provisions

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are often bound into the contract specifications.

a. The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction – Public and Indian Housing Program.

HUD program labor standards forms are available on-line at: *www.hudclips.org/cgi/index.cgi*



b. Davis-Bacon Wage Decisions

The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:

www.wdol.gov

1-4 Responsibility of the Principal Contractor

The principal contractor (also referred to as the ***prime*** *or* ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. *(See Contract Administrator, below.)*

To make this Guide easier to understand, the term *"prime contractor"* will mean the principal contractor; *"subcontractor"* will mean all subcontractors including lower-tier subcontractors; and the term *"employer"* will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 Responsibility of the Contract Administrator

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see ¶2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see ¶2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. *For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff.* But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs),

Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the *contract administrator* will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2. How to Comply with Labor Standards and Payroll Reporting Requirements

Where to start?

Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I — THE BASICS

2-1 The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for *Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications* that may be needed for the project. The ***Davis-Bacon wage decision*** that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable ***Davis-Bacon wage decision***.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. *See ¶1-3, Construction Contract Provisions.*

a. The Work Classifications and Wage Rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the *contract administrator* (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. Posting the Wage Decision

If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The *Notice to All Employees* poster is available on-line at HUDClips (see address in the Appendix).

2-2 Additional "Trade" Classifications and Wage Rates

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an ***additional classification and wage rate***. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. Additional Classification Rules

Additional classifications and wage rates can be approved if:

1) The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the *county* where the project is located).
2) The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
3) The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
4) The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. Making the Request

A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. HUD Review

The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will *not* approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. DOL Decision

The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL *does not* approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 Certified Payroll Reports

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

You are *not required* to use Payroll Form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

a. Payroll Formats

The easiest form to use is DOL's WH-347, ***Payroll***. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

b. Payroll Certifications

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll ***certification*** language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions, and the Payroll Form WH-347, in a "fillable" PDF format at this address: *www.dol.gov/esa/programs/dbra/forms.htm and at HUDClips.*

c. "No Work" Payrolls

"No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. *(See Tip Box, below, for "no work" payroll exemption!)* However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you *do not* need to submit "no work" payrolls!

d. Payroll Review and Submission

The prime contractor should **review** each subcontractor's payroll reports for compliance ***prior*** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, tax records, evidence of fringe benefit payments,

for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their *own* copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 Davis-Bacon Definitions

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. Laborer or Mechanic

"Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1) **Working foremen.** Foremen or supervisors that regularly spend **more** than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2) **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. Employee

Every person who performs the work of a laborer or mechanic is *"employed"* regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, *Labor standards compliance requirements for self-employed laborers and mechanics.* Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the *Appendix*).

c. Apprentices and Trainees

The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training

programs, including *Step-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months – 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate *on the applicable wage decision* for that craft.

1) **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2) **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is ***not*** considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3) **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use *on the job site* can not exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. Prevailing Wages or Wage Rates

Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate *unless* you provide bona fide fringe benefits for your employees.

1) **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates ***provided*** the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. *Accurate time records must be maintained for any piece-work employees.* If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. Fringe Benefits

Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits ***do not*** include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note **that the *total* hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also *off-set* the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.**

f. Overtime

Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

Referring to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate *as stated on the wage decision*. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

g. Deductions

You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgements and other financial obligations legally imposed against the employee.

h. Proper Designation of Trade

You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters *even* if they aren't considered by you to be fully trained as a Carpenter. ***Remember,*** the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

1) **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each work classification in which work was performed ***only*** if you maintain accurate time records showing the amount of time spent in each classification. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. Site of Work

The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II
REPORTING REQUIREMENTS

2-5 Completing a Payroll Report

What information has to be reported on the payroll form?
The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's ***name, address*** and ***social security number***, his or her ***work classification*** (who is working for you and what do they do?), the hours worked during the week, his or her ***rate of pay***, the ***gross amount earned*** (how much did they earn?), the amounts of any ***deductions*** for taxes, etc., and the ***net amount paid*** (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. Project and Contractor/Subcontractor Information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the *week dates* in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. Employee Information

The first payroll on which each employee appears must contain the employee's name, address and Social Security Number. Afterward, the address and Social Security Number only need to be reported if there is a change in this information.

c. Work Classification

Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1) **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2) **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. Hours Worked

The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours *should not* be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for *all projects*. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. Rate of Pay

Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you ***do not*** participate in approved fringe benefit programs, ***add*** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1) **Piece-work.** For any piece-work employees, the employer **must** compute an *effective hourly rate* for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the *basic* rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1½) + $5 = $20/hour.

f. Gross Wages Earned

Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

g. Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

h. Net Pay

Show the net amount of wages paid.

i. Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

j. Signature

Make sure the payroll is **signed** with an original signature. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent.

SECTION III
PAYROLL REVIEWS AND CORRECTIONS

2-6 Compliance Reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see ¶1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. On-Site Interviews

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, *Record of Employee Interview*, and forward the interviews to the contract administrator.

b. Project Payroll Reviews

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 Typical Payroll Errors and Required Corrections

The following paragraphs describe common payroll errors and the corrective steps you must take.

a. Inadequate Payroll Information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. Missing Addresses and Social Security Numbers

If the first payroll on which an employee appears does not contain the employee's address and Social Security Number, the employer will be asked to supply the missing information. A short note providing the information is all that is needed.

c. Incomplete Payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a corrected payroll.

d. Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision ***or*** the employer may request an ***additional classification and wage rate*** (See ¶2-2). If reclassification results in underpayment (i.e., the wage rate paid on the payroll is less than the rate required for the new classification), the employer will be asked to pay ***wage restitution*** to all affected reclassified employees. *(See ¶2-8 for instructions about wage restitution.)*

e. Wage Rates

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. Apprentices and Trainees

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is *not* registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. Overtime

If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

1) If the project is subject to *CWHSSA overtime* requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

2) If the project is ***not*** subject to CWHSSA, the employer will be notified of the possible *FLSA overtime* violations. Also, the contract administrator may refer the violations to the DOL for further review.

h. Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. Deductions

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. Fringe Benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit corrected payrolls ***and*** will be required to pay wage restitution if underpayments occurred. *However,* if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate *plus* the fringe benefit rate), no correction is necessary.

k. Signature

If the payroll *Statement of Compliance* is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature(s) of a principal or other signatory.

l. On-Site Interview Comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a corrected payroll report.

2-8 Restitution for Underpayment of Wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions.

a. Notification to the Employer/Prime Contractor

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

b. Computing Wage Restitution

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the *adjustment rate*. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. Correction Payrolls

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution was paid and their work classification; the total number of work hours involved (daily hours are usually not applicable for restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A signed Statement of Compliance must be attached to the correction payroll.

In most cases, HUD no longer requires employers to submit checks or copies of checks (certified, cashiers, canceled or other) to correct underpayments. Restitution payments are reported and certified by the employer on a correction payroll.

d. Review of Correction CPR

The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a supplemental correction payroll within 30 days.

e. Unfound Workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3. Labor Standards Disputes, Administrative Reviews, Withholding, Deposits and Escrow Accounts, and Sanctions

What happens when things go wrong?

3-1 Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 Administrative Review on Labor Standards Disputes

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. Additional Classifications and Wage Rates

Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

1) **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (*for example*, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly

address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. *(See ¶2-2(d), and also DOL Regulations 29 CFR 1.8.)* All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2) **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by **DOL's *Administrative Review Board***. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. *(See also 29 CFR 1.9.)*

b. Findings of Underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) *or* to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1) **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review; you will be given an opportunity to correct any underpayments *or* to request a hearing before a DOL Administrative Law Judge (ALJ). *(See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)*

2) **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 Withholding

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are

believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. *See ¶1-4, Responsibility of the Principal Contractor, and ¶2-8, Restitution for Underpayment of Wages.*

3-4 Deposits and Escrows

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and payments ***provided*** the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or *escrow account* is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

a. **Where the parties have agreed to amounts of wage restitution that are due** *but* the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who can not be located are held in the deposit/escrow account for three years and disbursed as described in ¶2-8(e) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed**. The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be disbursed from the escrow account in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (*See ¶2-8(e) and 3-4(a)*).

   If the parties *do not* agree and an administrative hearing is requested, the escrow will be maintained as explained in ¶3-4(c), below.

c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. DOL Debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible ***(debarred)*** to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. HUD Sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1) **LDPs.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2) **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

3-6 Falsification of Certified Payroll Reports

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

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Acronyms and Symbols

CDBG – Community Development Block Grant
CFR – Code of Federal Regulations
CPR – Certified Payroll Report
CWHSSA – Contract Work Hours and Safety Standards Act
DBA – Davis-Bacon Act
DBRA – Davis-Bacon and Related Acts
DOL – Department of Labor
FHA – Federal Housing Administration
FLSA – Fair Labor Standards Act
HUD – Housing and Urban Development (Department of)
IHA – Indian Housing Authority
LCA – Local Contracting Agency
LDP – Limited Denial of Participation
O/T – Overtime
PHA – Public Housing Agency
S/T – Straight-time
SAC – State Apprenticeship Council/Agency
TDHE – Tribally-Designated Housing Entity
§ – Section
¶ – Paragraph

Davis-Bacon – Related Web Sites*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
www.access.gpo.gov/nara/cfr/cfr-table-search.html

HUDClips (Forms and Publications):
www.hudclips.org/cgi/index.cgi

DOL Davis-Bacon and Related Acts Homepage:
www.dol.gov/esa/programs/dbra/index.htm

DOL Regulations:
www.dol.gov/dol/allcrf/Title_29/toc.htm

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/esa/programs/dbra/forms.htm

***Web addresses active as of June 2006**

Project Wage Rate Sheet

U.S. Department of Housing and Urban Development
Office of Labor Relations

PROJECT NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
PROJECT NUMBER:			PROJECT COUNTY:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		$
				GROUP #	BHR	TOTAL WAGE
Bricklayers			$			
Carpenters			$			$
Cement Masons			$			$
Drywall Hangers			$			$
Electricians			$			$
Iron Workers			$			$
Painters			$	OPERATORS FRINGE BENEFITS:		$
Plumbers			$	GROUP #	BHR	TOTAL WAGE
Roofers			$			$
Sheet Metal Workers			$			$
Soft Floor Layers			$			$
Tapers			$			$
Tile Setters			$	TRUCK DRIVERS FRINGE BENEFITS:		$
OTHER CLASSIFICATIONS				GROUP #	BHR	TOTAL WAGE
			$			$
			$			$
			$			$

ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)

WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL
			$		
			$		
			$		
			$		

form HUD-4720
(03/2004)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

A-6

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 619.881

U.S. Department of Housing and Urban Development
Office of Labor Relations
Washington, DC 20410

Official Business
Penalty for Private Use $300

Return Service Requested

STANDARD MAIL
POSTAGE & FEES PAID
HUD
Permit No. G-795

Labor Relations Desk Guide
LR01.DG

EQUAL HOUSING OPPORTUNITY

GPO U.S. GOVERNMENT PRINTING OFFICE: 2005-321-332

4812

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: _____

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
___10%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SCHEDULE OF VALUES
ACEVEDO SUBDIVISION UNIT NO. 4 CONTRACT NO.: C-CAP-12-138-07-24

Item	Code	Item Description	Unit		Acevedo Subd. Unit 4 Daniel Road CSJ#2C-1080-014	Acevedo Subd. Unit 4 1st Street CSJ#2C-1080-014	Acevedo Subd. Unit 4 2nd Street CSJ#2C-1080-014	Acevedo Subd. Unit 4 3rd Street CSJ#2C-1080-014	Acevedo Subd. Unit 4 4th Street CSJ#2C-1080-014			
		PAVING										
100		Preparing ROW	STA		15.79	3.89	3.89	3.89	3.89	31.35	$1,000.00	$31,350.00
247		8" Flex Base (Compl In Place) (TY E, GR4)	SY		4922	1211	1211	1211	1211	9,766.00	$6.00	$58,596.00
251		Rewrking BS Matl (DC) (TY D CL6)	SY		4922	1211	1211	1211	1211	9,766.00	$3.50	$34,181.00
310		ASPH Matrl (MC-30)	GAL		985	243	243	243	243	1,957.00	$4.25	$8,317.25
340		ASPH Conc (TY D) (1 1/2")	SY		4219	1038	1038	1038	1038	8,371.00	$8.45	$70,734.95
502		Barricades, Signs and Traffic Handling	MO		1.0	0.50	0.50	0.50	0.50	3.00	$1,500.00	$4,500.00
530		Turnouts (ASPH-CONC-PAV)(PB-2)	SY		60	30	30	30	30	180.00	$20.00	$3,600.00
5249		Temp Sedmt Cont Fence	LF		380	180	180	130	170	1,040.00	$3.00	$3,120.00
5249		Temp Sedmt Cont Fence (Remove)	LF		380	180	180	130	170	1,040.00	$1.00	$1,040.00
		Relocate Mail Boxes	Lump Sum		1					1.00	$800.00	$800.00
		DRAINAGE										
530		Driveway (ASPH-CONC-PAV) (PB-1)	SY		714	210	230	46	200	1,400.00	$25.00	$35,000.00
530		Driveway (Concrete 3000 PSI)	SY		260	140	265	222	75	962.00	$35.00	$33,670.00
556		15" ADS Culvert Pipe	LF		760	340	355	230	285	1,970.00	$20.00	$39,400.00
556		18" RCP Culvert Pipe	LF		420	0	0	0	0	420.00	$30.00	$12,600.00
556		Safety End Treatment	EA		12	0	0	0	0	12.00	$800.00	$9,600.00
					$171,755.80	**$44,218.35**	**$49,393.35**	**$40,588.35**	**$40,553.35**	**TOTAL ESTIMATE**		**$346,509.20**

Form 252 (Rev. 12/02)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1998

Exhibit E-F

Colonia Testing Requirements

ACEVEDO SUBDIVISION UNIT NO. 4

County Name
Hidalgo County

Material	Test	Description	Required	Remarks	CS.I#	CS.I#	CS.I#	CS.I#	CS.I#	CS.I#	CS.I#	CS.I#	CS.I#	CS.I#	CS.I#
Subgrade	Tex-101-E Part III	Pulverization	No												
	Tex-113	Moist. Density Curve	Yes												
	Tex-115-E	In-place Density	Yes												
		Thickness	Yes												
	Tex-104-E	Determining Liquid Limit of Soils	Yes												
	Tex-105-E	Determining Plastic Limit of Soils	Yes												
Flex Base	Tex-101-E	Preparing Soils and Flex Bases	No												
	Tex-106-E	Calculating the Plasticity Index	Yes												
	Tex-107-E	Linear Shrinkage	No												
	Tex-110-E	Particle Size Analysis	Yes												
	Tex-113-E	Moisture Density Relationship of Base Materials (Includes Lime)	No												
	Tex-116-E	Wet Ball Mill Method Tex	No												
	Tex-1174	Triaxial Compression for Base Material (Includes Lime)	No												
	Tex-115-E	In-place Density	Yes												
		Thickness	Yes												
EN-1															
	IAW ASTM 4609														
	Tex-103-E														
	Tex-114-E														
	TexDOT 121 E														
	ASTM D 4548														
	ASTM D 1587														
	Tex115-E														
Hot Mix	Tex-207-F	Determining Density of of Compacted Bituminous Mixtures	Yes												
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	No												
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction	No												
	Tex-226-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method	No												
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure	No												
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method	No												
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures	No												
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures	No												
	Tex-213-E	Determining Hydrocarbon - Volatile Content of Bituminous Mixtures	No												
		Thickness	Yes		4										

Engineer Signature: _____

1. Bituminous pavers shall be self-contained, power-propelled units, provided with an activated screed or a strike-off assembly, heated if necessary, and capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the specified typical section and thickness shown on the plans.

2. The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed. Design will be such that no part of the truck weight will be supported by the paver.

3. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. When laying mixtures, the paver shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. The screed shall be adjustable for both height and crown and shall be equipped with a controlled heating device.

4. The bituminous paver shall be equipped with an automatic leveling device controlled from an external guide. The initial pass for each course shall be made using a paver equipped with a 40-foot minimum external reference, except that this requirements will not apply when asphalt concrete is placed adjacent to portland cement concrete pavement. Subsequent passes may utilize the matching device of one foot minimum length riding on the adjacent lay.

3.03 CONSTRUCTION METHODS:

A. Spreading and Finishing:

1. The asphalt concrete mixture shall be laid on the approved surface, spread and struck off to the grade and elevation established. It shall be spread and compacted in layers as shown on the plans or as directed by the ENGINEER. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.

2. The ENGINEER will determine a minimum placement temperature within a range from 220 F to 300 F which will produce the required density. The established placement temperature, which is measured immediately behind the laydown machine, shall not vary more than 20 F. If. after being discharged from the mixer and prior to placing, the temperature of asphaltic mixture is 50 F or more below the temperature established by the Engineer, all or any part of the load may be rejected and payment will not be made for rejected material.

3. A conventional paver or suitable equipment approved by the ENGINEER may be used t place asphalt concrete material on shoulders depressed from the traveled lanes in order to established a uniform typical section. Approval of the equipment used will be based upon the results obtained.

4. The asphalt concrete may be dumped from the hauling vehicles directly into the paving machine or it may be dumped upon the surface being paved and subsequently loaded into the paving surface being paved and subsequently loaded into the paving machine; however, no asphaltic concrete shall be dumped from the hauling vehicles at a distance greater than 250 feet in front of the paving machine. When asphaltic concrete is dumped first upon the surface being paved, the loading equipment shall be self-supporting and shall not exert any vertical load on the paving machine. Substantially all of the asphaltic concrete dumped shall be picked up and loaded into the paving machine.

5. To achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant. Sufficient hauling equipment shall be available to insure continuous operation.

6. The control system shall control the elevation of the screed at each end by controlling the elevation of one end directly and the other indirectly either through controlling the transverse slope or alternately when directed, by controlling the elevation of each end independently, including any screed attachment used for widening, etc. Failure of the control system to function properly shall be cause for the suspension of the asphaltic concrete operations.

7. When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment.

8. All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the ENGINEER deems the use of self-propelled paving machines impracticable.

9. Self-propelled paving machines shall spread the asphaltic concrete without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans. Pavers shall be equipped with hoppers and augers which will place the asphaltic concrete evenly in front of adjustable screeds without segregation. Screeds shall include any strike-off device operated by tamping or vibrating action which is effective without tearing, shoving or gouging the asphaltic concrete and which produces a finished surface of an even and uniform texture for the full width being paved. Screeds shall be adjustable as to height and crown and shall be equipped with a controlled heating device for use when required.

10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, fluted and compacted with hand tools. For such areas the mixture shall be dumped, spread and screed to give the required compacted thickness.

B. Compaction:

1. Rolling with the 3-wheel and tandem roller shall start longitudnally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels.

2. Alternate trips of the roller shall be slightly different in length.

3. Rolling with a pneumatic tired roller shall be as directed by the ENGINEER.

4. Rolling shall continue with no further compression can be obtained and all roller marks are eliminated.

5. The motion of the roller shall be slow enough at all times to avoid displacement of asphaltic materials. If displacement occurs, it shall be corrected immediately by use of rakes and fresh asphaltic mixtures, where required.

6. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool.

7. To prevent adhesion of the surface course to the roller, the wheels shall be kept thoroughly moistened with water; however, excess water shall not be allowed.

8. All precautions shall be taken to prevent dripping of gasoline, oil, grease, or other foreign substances on the surface or base courses during rolling operations or while rollers are standing.

9. With the approval of the ENGINEER, a vibratory steel wheeled roller may be substituted for the 3-wheel roller and tandem roller.

10. Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or with mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.

11. Any mixture that becomes loose, broken, mixed with dirt, segregated, or is in any way defective shall be removed and replaced with fresh hot bituminous mixture, which shall be compacted to conform with the surrounding area. Any area showing excess or deficiency of bituminous material shall be corrected immediately as directed by the ENGINEER.

C. In-Place Density:

1. In-place density shall be required for all mixtures except thin irregular depth leveling courses.

2. Each course, after final compaction, shall have a density of not less than 96 percent of the density developed in the laboratory test method outlined in Texas SDHPT Bulletin C-14.

3. Density shall be determined with a portable nuclear test device in conformity with ASTM D-2950.76.

4. Calibration of the portable nuclear device will be established by the ENGINEER from cut pavement samples tested in accordance with AASHTO T-166 (weight, volume method). The density readings of the cut pavement samples determined in accordance with AASHTO T-166 (weight, volume method), and the density readings of the pavement samples determined by the portable nuclear test device in conformity with ASTM D 2950 will be correlated by the ENGINEER.

5. Other methods of determining in-place density may be used as deemed necessary by the ENGINEER.

2. 6. It is intended that acceptance density testing will be done while the bituminous mixture is hot enough to permit further compaction if necessary. If the density of an acceptance section does not meet the specified requirements, the CONTRACTOR shall continue the compaction effort until the optimum density is obtained, but rolling for any compactive effort will not be allowed when the temperature of the mix is below 175 F unless authorized in writing by the ENGINEER. Rerolling the paved surface after it has initially cooled will not be allowed. Regardless of the method of compaction control followed, all rolling shall be completed before the mixture temperature drops below 175 F.

7. If in-place density tests of the mixture produce a value lower than specified and in the opinion of the ENGINEER is not due to a change in the quality of the material, production may proceed with subsequent changes in the mix and/or construction procedures until in-place density equals or exceeds the specified density.

8. In-place density tests will be provided by the ENGINEER unless otherwise specified.

D. Joints:

1. Placing of the asphalt concrete shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the ENGINEER.

2. When plant mix bituminous pavement is placed over plant mix bituminous treated base or when plant mixed seal coat is placed over plant mix bituminous pavement, longitudinal joints shall be staggered at least 6 inches with relation to the longitudinal joints of the underlying course.

3. Transverse joints shall have a two foot or 12:1 minimum taper. Longitudinal joints shall have a one foot or 6:1 minimum taper. All transverse tapers shall be cut and squared off prior to commencing new work. Tapered longitudinal joints from previous operations shall be cleaned and tack coated if directed by the ENGINEER. All joints shall be completely bonded. The surface of each course at all joints shall be smooth and shall not show any deviations in excess of 3/16 of an inch when tested with a 10-foot straightedge in any direction.

4. When paving under traffic the CONTRACTOR shall plan his daily surfacing operations on a schedule which will result in not more than one (1) day's operation of exposed longitudinal joints.

5. The longitudinal joints shall not have a height greater than two (2) inches and shall not be left exposed longer than 24 hours.

E. Surface Tolerance:

1. Upon completion, the pavement shall be true to grade and cross section. Except at intersections or any changes of grade, when a 16 foot straight edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight edge more than 1/16-inch per foot. Areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. After the completion of final rolling, the smoothness of the course shall be checked, and the irregularities that exceed the specified tolerances or that retain water on the surface shall be corrected by removing the defective work and replacing with new material as directed by the ENGINEER at the expense of the CONTRACTOR.

F. Manholes and Valve Covers:

1. Manhole frames and valve covers shall be adjusted prior to placing the surface course.

G. Compacted Thickness of HMAC Surface and Base Courses:

1. Surface Courses. The compacted thickness or depth of the asphaltic concrete surface course shall be as shown on the plans. Where the plans require a depth or thickness of the surface course greater than two inches compacted depth, same shall be placed in multiple courses of equal depth, each of which shall not exceed two inches compacted depth. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple courses, it shall be applied at the rate as directed.

2. Base Courses. The compacted thickness or depth of each base course shall be as shown on the plans. Where the plans require a depth or thickness of the course greater than 4 inches, same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple lifts, it shall be applied as hereinbefore specified and at the rate as directed.

H. Pavement Thickness Tests:

1. Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the ENGINEER or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the ENGINEER. The cost for the initial pavement thickness test shall be at the expense of the ENGINEER. In the event a deficiency in the thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the CONTRACTOR's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

I. Roadway Density

1. Roadway density shall meet requirements as outlined in the follows. One density test will be taken every 1000' which ever is less or as directed by the Engineer. The density shall be with in the limits of max 98% and min 91%. The QC/QA target density will be 96%. If, the first density test fails and additional four will be taken as director by the Engineer. When the average of five densities tests results fail to meet the specification the asphalt shall be removed and replaced to meet specification requirements as ordered by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 INCIDENTAL WORK:

A. Prime coat, anti-stripping compound, where used and tack coat shall not be measured for direct payment, but shall be considered as subsidiary work pertaining to the placing of asphaltic mixtures of the contract price.

4.02 MEASUREMENT:

A. Hot-mix asphalt concrete material shall be measured by the ton of 2,000 pounds or by the square yard of the type or types used in the completed and accepted work or as shown on the bid proposal form. Should no item be provided in bid proposal form, all work shall be subsidiary to all the items of the bid.

B. Weight shall be determined by a certified scale approved by the OWNER and recorded serially numbered weight tickets, identifying the vehicle and presented to the ENGINEER's representative on the job.

4.03 PAYMENT:

A. Work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid at the unit bid price per ton or square yard for the type or types of hot mix asphalt concrete pavement shown on the proposal.

B. Unit bid price shall be payment in full for quarrying; furnishing all materials; for all heating; mixing; hauling; cleaning existing base course or pavement; placing asphaltic mixtures; rolling and finishing; and for all labor, tools, equipment and incidentals necessary to complete the work, including the work and materials involved in the application of prime coat and tack coat.

END OF SECTION

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 400

EXCAVATION AND BACKFILL FOR STRUCTURES

400.1. Description. This Item shall govern for the excavation, bedding, backfill and/or portland cement stabilized backfill required for the construction of all structures, except drilled shafts. This Item shall also govern for any necessary sloping, pumping or bailing, for drainage, and for all sheeting and bracing of excavation walls up to five (5) feet in depth. Excavation greater than five (5) feet in depth shall be protected as specified in Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring." Unless otherwise provided, the work included herein shall provide for the removal of old structures or portions thereof (abutments, wingwalls, piers, house foundations, old sewers, sewer appurtenances, etc.), trees and all other obstructions to the proposed construction, the blocking of the ends of abandoned sewers cut and left in place, and the protection of existing utilities. Also governed by this Item are the cutting and restoration of pavement and base courses, the construction and removal of any required cofferdams, the hauling and disposition of surplus materials and the bridging of trenches and other provisions for maintenance of traffic or access.

400.2. Excavation.

(1) General. Excavation shall conform to the lines and grades shown on the plans or as directed by the Engineer.

When trench and/or negative projecting conditions for concrete pipe culverts are required by design, an excavation diagram will be shown on the plans. These limits of excavation shall not be exceeded.

(a) Disposal of Excavation. All materials from excavation operations not required for backfilling and that are considered satisfactory, may be placed in embankment in accordance with Item 132, "Embankment." All excess material or material not satisfactory for use in embankment will become the property of the Contractor. All surplus material shall be removed from the work site promptly following the completion of the portion of the structure involved and disposed of in a manner satisfactory to the Engineer.

Whenever excavation is made for installing structures across private property or beyond the limits of the embankment, the top soil removed in the excavation shall be kept separate and replaced, as nearly as feasible, in its original position, and the entire area involved in the construction operations shall be restored to a condition acceptable to the Engineer.

(b) Excavation in Streets. Where structures are installed in streets, highways or other paved areas, the work shall include the cutting of pavement and base to neat lines and the restoration of pavement structure after structural excavation and backfill are completed. The type and thickness of replacement materials shall be as shown on the plans. Any work done or any damage to base and/or pavement incurred outside the limits shown on the plans or authorized by the Engineer, will not be measured for payment, but shall be restored at the Contractor's expense.

Maintenance and control of traffic shall be in accordance with the approved traffic control plan and Manual on Uniform Traffic Control Devices.

(c) Protection of Utilities. The Contractor shall conduct his work with a minimum disturbance of existing utilities and it shall be his responsibility to coordinate all work in or near the utilities with the utility owners. The Contractor shall inform utility owners sufficiently in advance of his operations to enable them to identify and locate, reroute, provide temporary detours, or to make other adjustments to utility lines in order that work may proceed with a minimum of delay. The Contractor shall cooperate with all utility owners concerned for any utility adjustments necessary.

Particular care shall be exercised to avoid the cutting or damaging of underground utility lines that are to remain in place. Such lines, if damaged shall be restored promptly and shall be handled in accordance with Article 7.11. When active sanitary sewer lines are cut during excavation operations, temporary flumes shall be provided across the excavation, while open, and the lines shall be restored when the backfilling has progressed to the original bedding lines of the cut sewer.

(d) Removing Old Or Abandoned Structures. When old or abandoned structures or foundations are encountered in the excavation, such obstructions shall be removed for the full width of the excavation and to a depth of one (1) foot below the bottom of the excavation. When old inlets or manholes are encountered and no plan provision is made for adjustment or connection to the new structures, such manholes and inlets shall be removed completely to a depth one (1) foot below the bottom of the excavation. In each instance, the bottom of the excavation shall be restored to grade by backfilling and compacting by the methods provided hereinafter for backfill. Where the excavation cuts through abandoned sewers, these sewers shall be removed as required to clear the new structure and plugged in a manner approved by the Engineer.

(e) Dewatering Of Excavation Area. Structures shall not be constructed or laid in the presence of water unless approved by the Engineer. Setting of precast members, placement of concrete, or pipe placing operations shall be performed on a dry firm bed. This shall be accomplished by removal of water from the surface of the bed by bailing, pumping, wellpoint installation, deep wells, french drains, or any other method approved by the Engineer.

For foundations placed in the presence of water, when approved by the Engineer, pumping or bailing from the interior of any foundation enclosure shall be done in a manner which precludes the possibility of movement of water through or alongside any concrete being placed. No pumping or bailing will be permitted during the placing of structural concrete, or for a period of at least 36 hours thereafter, unless from a suitable sump separated from the concrete work. Pumping or bailing during placement of seal concrete shall be only to the extent necessary to maintain a static head of water within the cofferdam. Pumping or bailing to dewater a sealed cofferdam shall not be started until the seal has aged at least 36 hours.

In the event that the excavation cannot be dewatered to the point where the subgrade is free of mud, or it is difficult to keep the reinforcing steel clean in cast-in-

place structures, a special material shall be used in the bottom of the excavation. Such special material shall be a minimum depth of three (3) inches and shall consist of a lean concrete mixture (not less than three (3) sacks of cement per cubic yard), or other material approved by the Engineer.

(2) Bridge Foundations and Retaining Walls. To determine the adequacy of a proposed foundation, the Engineer may require the Contractor to make soundings or take cores to determine the character of the subgrade materials. The maximum depth of soundings or cores will not exceed five (5) feet below the proposed footing grade.

Care shall be taken not to disturb the material below the bottom of footing grade. Backfilling in a foundation to compensate for excavation which has extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the footing is placed. The additional concrete involved shall be at the Contractor's expense.

Unless otherwise required herein or on the plans, rock or other hard foundation material shall be free from all loose material, clean, and cut to a firm surface which may be level, stepped, or serrated, as directed by the Engineer. All seams shall be cleaned out and filled with concrete at the time the footing is placed.

When the material encountered at footing grade of a retaining wall, bridge bent or pier is found to be partially of rock or incompressible material and partially of a compressible material, the foundation shall not be placed until the Engineer has inspected the footing and authorized necessary changes to provide a uniform bearing condition.

(3) Culverts. For all single and multiple box culverts, pipe culverts, pipe arch culverts, long span structural plate structures, box sewers, and pipe sewers where the soil encountered at established footing grade is an unstable or incompressible material, the following procedure shall be used unless other methods are called for on the plans:

Unstable material shall be removed to a depth not to exceed two (2) feet below the footing of the structure unless additional depth is authorized by the Engineer. All soil removed shall be replaced with stable material in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer shall have sufficient moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.
When it is not feasible to construct a stable footing as outlined above, the Contractor shall use special materials, such as flexible base, cement stabilized base, cement stabilized backfill or other material, as directed by the Engineer. This work will be paid for as provided in Article 400.8. Special material used, or additional excavation made, for the Contractor's convenience to expedite the work, will be at the Contractor's expense.

When the material encountered at the footing grade of a structure is found to be rock, partially rock or other incompressible material, the incompressible material shall be removed to a depth of six (6) inches below the footing grade and backfilled

with a compressible material approved by the Engineer and compacted in accordance with Article 400.5.

(4) Trench. Unless otherwise shown on the plans, all sewer pipe structures shall be constructed in an open cut with vertical sides to a point one (1) foot above the pipe. When site conditions or the plans do not prohibit the sloping of the cut, the excavation one (1) foot above the pipe may be stepped and/or the sides laid back to a stable slope. Required vertical sides shall be sheeted and braced when necessary to maintain the required vertical excavation throughout the construction period.

For all pipe sewers to be constructed in fill above natural ground, the embankment shall first be constructed to an elevation not less than one (1) foot above the top of the pipe, after which excavation for the pipe shall be made as noted above.

Unstable or incompressible material shall be removed in accordance with Subarticle 400.2.(3). For unstable trench conditions requiring outside forms, seals, sheeting and bracing, or where ground water is encountered, any additional excavation and backfill required shall be done at the Contractor's expense for trenches up to five (5) feet in depth.

400.3. Cofferdams. The term cofferdam designates any temporary or removable structure constructed to hold the surrounding earth, water, or both out of the excavation, whether the structure is formed of soil, timber, steel, concrete, or a combination of these. The "cofferdam" shall also include the use of pumping wells or well points used for the same purpose. The cost of cofferdams shall be included in the price bid for excavation except where temporary special shoring is shown on the plans to provide excavation protection.

For sheet pile or other types of cofferdams which require internal bracing, the Contractor shall submit details and design calculations bearing the seal of a Registered Professional Engineer for review. The maximum stresses shall not exceed 125 percent of the working allowable stresses used by the Department for the design of structures. The interior dimensions of cofferdams shall provide sufficient clearance for the construction, inspection (inside and outside), and removal of any required forms and to permit pumping outside the forms. In general, sheet pile cofferdams shall extend well below the bottom of the footings and any concrete seal and shall be well braced and as watertight as practicable.

Concrete for foundation seals, unless otherwise specified shall be Class E concrete in accordance with Item 421, "Portland Cement Concrete." The concrete seal shall be placed in accordance with Item 420, "Concrete Structures." Seal concrete when authorized by the Engineer will be paid for as provided in the various bid items. If no direct method of payment is provided in the contract for seal concrete, the work will be measured and paid for in accordance with Article 4.3. Seal placed for the convenience of the Contractor will be at the Contractor's expense.

When the Engineer judges it to be impractical to dewater a cofferdam and a concrete seal is to be placed around piling driven therein, the excavation shall be deep enough to allow for swell of the material during pile driving operations. After driving the piling, all swelling material shall be removed to the bottom of the seal grade. Where it is possible to dewater the cofferdam without placing a seal, the foundation material shall be removed to exact footing grades after piling are driven. Backfilling a foundation to compensate for

excavation which has been extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the seals or footings are placed. The additional concrete quantities necessary to compensate for excavation below grade shall be at the Contractor's expense.

Unless otherwise provided, cofferdams shall be removed by the Contractor after the completion of the substructure without disturbing or damaging the structure.

400.4. Shaping and Bedding. For precast pipe and box sections, the excavation shall be undercut a minimum depth sufficient to accommodate the class of bedding indicated on the plans and conforming to the bedding requirements of this Item. Where cement stabilized backfill is indicated on the plans, the excavation shall be undercut a minimum of four (4) inches and backfilled with stabilized material to support the pipe at the required grade.

Three classes of bedding for trench or embankment conditions are shown in Figures 1, 2, and 3. Bedding shall be in accordance with Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material.

400.5. Backfill.

(1) General. As soon as practical, all portions of the excavation not occupied by the permanent structure shall be backfilled. Backfill material may be obtained from excavation or from other sources. Backfill material shall be free from stones of such size as to interfere with compaction; free from large lumps which will not break down readily under compaction; and free from frozen lumps, wood, or other extraneous material.

Backfill which will not support any portion of the completed roadbed or embankment shall be placed in layers not more than 10 inches in depth (loose measurement). Backfill which will support any portion of the roadbed or embankment shall be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer of backfill shall be compacted to a density comparable with the adjacent undisturbed soil or as shown on the plans.

Each layer of backfill material, if dry, shall be wetted uniformly to the moisture content required to obtain a density comparable with the adjacent undisturbed soil or as shown on the plans and shall be compacted to that density by means of mechanical tamps or rammers. The use of rolling equipment of the type generally used in compacting embankments will be permitted on portions which are accessible to such equipment.

When tamping equipment is furnished which, when proven to the satisfaction of the Engineer, will adequately compact the backfill material to the density required, the eight (8) inch and 10 inch lifts (loose measurement) specified above may be increased to lifts not to exceed 12 inches.

Cohesionless materials, such as sand, may be used for general backfilling purposes. Compaction of cohesionless materials shall be done with vibratory equipment, water ponding or a combination thereof.

(2) Bridge Foundations, Retaining Walls, And Culverts. No backfill shall be placed against any structure until the concrete has reached the minimum flexural strength required in Item 421, "Portland Cement Concrete."

The material used for backfilling shall be free of any appreciable amount of gravel or stone particles more than four (4) inches in greatest dimension and shall be of a gradation that permits thorough compaction. The use of rock or gravel mixed with soil will be permitted, provided the percentage of fines is sufficient to fill all voids and insure a uniform and thoroughly compacted mass of proper density.

When the excavation has been made through a hard material resistant to erosion, the Engineer may require the backfill around piers and in front of abutments and wings to be of stone or lean concrete. Unless otherwise provided, such backfill will be measured and paid for as extra work in accordance with Article 4.3.

Embankment which is too close to a structure to permit compaction by the use of the blading and rolling equipment used on adjoining sections of embankment, shall be placed and compacted in accordance with Subarticle 400.5(1). Mechanical tamps or rammers shall be required when the structure being backfilled could sustain damage from other compacting operations.

Care shall be taken to prevent any wedging action of backfill against the structure, and the slopes bounding the excavation shall be stepped or serrated to prevent such action. Backfill placed around piers shall be deposited uniformly.

(3) Pipe. After the bedding and pipes have been installed as required, the selected backfill materials shall be brought to proper moisture condition, placed along both sides of the pipe equally, in uniform layers not exceeding eight (8) inches in depth (loose measurement), and each lift thoroughly compacted mechanically. Special care shall be taken to secure thorough compaction of the materials placed under the haunches of the pipe and to prevent damage or displacement of the pipe. Filling and/or backfilling shall be continued in this manner to the elevation of the top of the pipe. Backfill above the top of the pipe shall be placed and compacted in accordance with Subarticle 400.5(1). During construction, protection of the pipe shall be in accordance with the pertinent pipe item. Pipe damaged by the Contractor during construction shall be replaced at the Contractor's expense or repaired to the satisfaction of the Engineer.

The Engineer may reject any material containing more than 20 percent by weight of material retained on a three (3) inch sieve, or material excavated in such a manner as to produce large lumps not easily broken down or which cannot be spread in loose layers. In general, material excavated by means of a trenching machine will meet the requirements above, provided large stones are not present.

Where sewers extend beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved, additional material shall be placed and compacted, as herein specified for backfill outside the limits of the roadbed, until this minimum cover has been provided.

400.6. Cement Stabilized Backfill. When shown on the plans, the excavation shall be backfilled to the elevations shown with cement stabilized backfill. Unless otherwise shown on the plans, cement stabilized backfill shall contain aggregate, water and a minimum of seven (7) percent portland cement based on the dry weight of the aggregate, in accordance with Test Method Tex-120-E. Aggregate shall be as shown on the plans or as approved by the Engineer.

Cement stabilized backfill below the top of sewers, manholes, inlets, or other structures shall be placed equally along all sides of the structure so as to prevent strain on or displacement of the structure. Cement stabilized backfill shall be placed in a manner that will completely fill all voids in the trench. Should compaction be required to fill all voids, hand operated tampers may be used.

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

400.7. Measurement. Excavation and backfill will be measured by the cubic yard. Cutting and restoring of pavement will be measured by the square yard.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

Unless otherwise shown on the plans, structural excavation for pipe headwalls, inlets, manholes, culvert widening (extensions) 15 feet or less in length, bridge abutments, retaining walls and side road and private entrance pipe culverts will not be measured but shall be considered subsidiary to the various bid items.

For culvert widening (extensive) greater than 15 feet, quantities for structural excavation will be shown on the plans.

Structural excavation will be measured by the cubic yard computed by the method of average end areas using the following limits to establish templates for measurement:

(1) For all excavation requiring measurement, except that required for the barrels of pipe culverts; for structural plate structures no material outside of vertical planes one (1) foot beyond the edges of the footings and parallel thereto will be included, unless otherwise shown on the plans. When the plans provide the Contractor the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

(2) For pipes 42 inches or less in nominal or equivalent diameter, no material outside of vertical planes one (1) foot beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. For pipes more than 42 inches in nominal or equivalent diameter, no material outside of vertical planes located two (2) feet beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. Excavation for pipes shall be measured between the extreme ends of the completed structure, including any end appurtenances, as shown on the plans and from centerline to centerline of inlets, manholes, etc., therein. When excavation for appurtenances is measured for payment, the limits of excavation for the pipes shall not overlap those of the appurtenances.

(3) For structural plate structures no material outside of vertical planes three (3) feet beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the excavation shall be extended for measurement to vertical planes located at one-half of the span beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto.

(4) If a cofferdam is used, the limitations of Subarticle 400.7.(1) shall apply just as if no cofferdam were used. Excavation quantities for foundations shown on the plans and in the proposal where cofferdams are required shall be considered as final quantities and no further measurement will be made.

(5) Where excavation, in addition to that allowed for the footings, is required for other portions of the structure, such as for the cap, cross strut, or tie beam of a pier or bent or for the superstructure, measurement for such additional excavation will be limited laterally by vertical planes one (1) foot beyond the face of the member and parallel thereto and vertically to a depth of one (1) foot below the bottom of such member.

(6) No measurement will be made of any excavation necessary for placing forms or falsework except as allowed by the above conditions.

(7) At all structure sites except at culverts and trench excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation.

Trench excavation in fill above natural ground, as specified in Subarticle 400.2.(4), will be measured for payment. Quantities will include that area as specified in Subarticle 400.7.(2) plus one (1) foot above the top of the pipe, regardless of the height of fill previously made.

(8) Excavation required for shaping the slopes of header banks which were built by prior contract and upon which riprap is to be placed will be measured as "Structural Excavation, (Riprap)."

(9) For all culverts, except for side road and private entrance culverts, all excavation within the limits of the structure and below or outside the limits of the completed roadway excavation, will be measured as culvert excavation. Where the overall normal width of the culvert is 12 feet or less, measurement will be as "Structural Excavation, Culvert, Small." Where the overall normal width of the culvert exceeds 12 feet, measurement will be as "Structural Excavation, Culvert, Large."

(10) Where excavation diagrams are shown on the plans, they shall take precedence over these provisions.

(11) Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile driving operations.

(12) Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.

(13) Where rock, or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade, which is directed by the Engineer to be removed, will be measured for payment.

(14) No allowance will be made for any variance from plan quantity incurred by an alternate bid.

(15) Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized by the Engineer.

(16) Cement stabilized backfill will be measured in accordance with the backfill diagram shown on the plans. The quantity of "Cement Stabilized Backfill" shown on the plans shall be considered as final quantities and no further measurement will be required. Changes in alignment or grade as authorized by the Engineer will be measured for payment.

(17) The work to be done in the cutting and restoring of pavement will be measured in accordance with the dimensions shown on the plans. The excavation below the pavement and/or base shall be measured as structural excavation of the pertinent type.

400.8. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Bridge)," "Structural Excavation (Culvert, Small)," "Structural Excavation (Culvert, Large)," "Structural Excavation (Trench)," "Structural Excavation (Riprap)," "Cement Stabilized Backfill" and "Cutting and Restoring Pavement."

Payment for removal and replacement of unstable or incompressible material below the footing grades of culverts as provided for in Subarticle 400.2.(3) will be made as follows:

When the plans specify or when the Engineer directs the use of special materials such as flexible base, cement stabilized base, cement stabilized backfill or other special material, payment for excavation below the footing grades shall be made at the unit price bid for "Structural Excavation" of the pertinent type. Payment for furnishing, hauling, placing and compacting the flexible base, cement stabilized base, cement stabilized backfill or other special materials will be made at the unit price bid for these items in the contract or in accordance with Article 4.3. in cases where the required material is not a bid item.

Where special materials are not required or specified, payment for the removal and replacement of unstable and/or incompressible material will be made at a price equal to 200 percent of the unit price bid per cubic yard for "Structural Excavation" of the pertinent type. This price shall be full compensation for removing the unstable or incompressible material, furnishing, hauling, placing and compacting suitable replacement material and for all labor, equipment, tools, and incidentals necessary to complete the work.

If no direct method of payment is provided in the contract for culvert excavation and no special materials are required or specified, the removal and replacement of unstable or incompressible material, when such work is authorized by the Engineer, will be measured and paid for at fifteen dollars ($15.00) per cubic yard.

Should the Engineer deem it necessary to lower a bridge foundation to an elevation below the grade shown on the plans, such over excavation below plan will be paid for as "Structural Excavation" at an adjusted unit price as defined herein. Payment will be made at a unit price equal to 115 percent of the contract unit price bid for all over excavation where the revised footing grade does not vary from plan grade by more than five (5) feet.

Payment will be made at a unit price of 125 percent of the contract unit price bid for all over excavation where the revised grade varies from plan grade by more than five (5) feet but not in excess of 10 feet. In cases where the revised footing grade varies from plan grade by more than 10 feet, a supplemental agreement shall be prepared to establish a unit price with which to make payment for the over excavation.

No direct payment will be made for backfilling around structures. Payment for the backfilling and compacting of areas which were removed as structural excavation shall be included in the unit price bid for "Structural Excavation."

Unless otherwise shown on the plans, structural excavation which has been completed to the satisfaction of the Engineer, but not backfilled, a partial payment of 50 percent of the price bid will be made. The remaining amount will be paid upon the satisfactory completion of the backfilling.

This price shall be full compensation for all excavation, bedding, and backfill including placing, sprinkling and compaction of material; all soundings; cleaning and filling seams; constructing all cofferdams; all dewatering; and for furnishing all materials, hauling, labor, equipment, tools, sheeting and/or bracing of excavations up to and including five (5) feet in depth, pumps, drills, explosives, disposition of surplus material, cutting pavement and base to neat lines; and for incidentals necessary to complete the work, except that protection methods for excavations greater than five (5) feet in depth shall be measured and paid for as required under Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring."

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 402

TRENCH EXCAVATION PROTECTION

402.1. Description. This Item shall govern for the excavation protection required for the trenches in excess of five (5) feet deep, including all additional excavation, backfill, pavement reconstruction and repair made necessary by the protection system, in accordance with this Item.

A trench shall be defined as a narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench is not greater than 15 feet. If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet or less (measured at the bottom of the excavation), the excavation is also considered to be a trench. In addition, "Trench Excavation Protection" will not be limited to these applications, but may be used wherever deemed expedient and proper to the ensuing work.

402.2. Construction Methods. Trench Excavation Protection shall be as required by the provisions of Part 1926, Subpart P-Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration's Standards and Interpretations.

402.3. Measurement. This Item will be measured by the linear foot along the centerline of trench where the depth of trench exceeds five (5) feet.

402.4. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Trench Excavation Protection". This price shall be full compensation for all excavation and backfill; for furnishing, placing and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

No payment will be made for excavation protection made necessary due to the selection of an optional design or sequence of work that creates the need for the protection system.

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 464

REINFORCED CONCRETE PIPE

464.1.1. Description.

This Item shall govern for furnishing and installing all concrete pipe and materials and for constructing precast concrete pipe culverts or precast concrete sewer mains, laterals, stubs and inlet leads. The pipes shall be of the sizes, strengths and dimensions shown on the plans and shall include all connections to new or existing pipes, sewers, manholes, inlets, headwalls and other appurtenances and jointing materials as may be required to complete the work.

464.2. Materials.

(1) General. Except as modified herein, precast reinforced concrete pipe shall conform to the design shown on the plans and to ASTM C76 or C655 for circular pipe; ASTM C506 for arch pipe or ASTM C507 for horizontal elliptical pipe.

All precast concrete pipe shall be machine made or cast by a process which will provide for uniform placement of the concrete in the form and compaction by mechanical devices which will assure a dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete will not be acceptable for use in precast concrete pipe.

Unless otherwise shown on the plans, not more than two (2) holes may be placed in the top section of precast pipe for lifting and placing. The holes may be cast, cut, or drilled in the wall of the pipe. The holes shall not exceed three (3) inches in diameter at the inside surface of the pipe wall. Not more than one (1) longitudinal wire or two (2) circumferential wires may be cut per layer of reinforcing steel when locating lift holes in the pipe wall. After the pipe is in place, lift holes shall be filled with concrete or mortar or precast concrete plugs to the satisfaction of the Engineer.

The Contractor has the option of using portland cement or portland cement plus fly ash. When fly ash is used, then "cement" shall also be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of portland cement of the type specified and 20 to 35 percent fly ash by absolute volume. Type B fly ash shall not be used when Type II cement is shown on the plans. When portland cement is partially replaced, blended or otherwise modified by a pozzolan, the pozzolan is defined and limited to fly ash conforming to Department Materials Specification D-9-8900, "Fly Ash".

Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th St., Austin, Texas 78701-2483.

(2) Design. Circular pipe shall be of the class or D-load shown on the plans. Regardless of the design shown, the Contractor may furnish pipe to either ASTM C76 or ASTM C655 specifications. Table C outlines the class and D-load equivalents. For concrete pipe arch or elliptical pipe, the minimum design shall conform to Table A or B.

TABLE A *

Arch Pipe

Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	13 1/2	22
2	21	15 1/2	26
3	24	18	28 1/2
4	30	22 1/2	36 1/4
5	36	26 5/8	43 3/4
6	42	31 5/16	51 1/8
7	48	36	58 1/2
8	54	40	65
9	60	45	73
10	72	54	88

TABLE B *

Horizontal Elliptical Pipe

Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	14	23
2	24	19	30
3	27	22	34
4	30	24	38
5	33	27	42
6	36	29	45
7	39	32	49
8	42	34	53
9	48	38	60
10	54	43	68

*Minimum height of cover required is one (1) foot.
*Maximum height of cover is eight (8) feet.

TABLE C
CIRCULAR PIPE
(CLASS, D-LOAD EQUIVALENTS)

Error! Reference source not found. C76	**C655**
CLASS I	800D-LOAD
CLASS II	1000D-LOAD
CLASS III	1350D-LOAD
CLASS IV	2000D-LOAD
CLASS V	3000D-LOAD

Reinforced concrete pipe for jacking, boring or tunneling shall meet the requirements of the pertinent ASTM specification with the following additional requirements:

The pipe shall have circular reinforcement and for 30 inch and larger diameters shall have an additional layer of Class III reinforcement, 12 inches long, extending into both the tongue and groove of the joint to within 3/4 inch of the end of the tongue and the groove. The minimum wall thickness shall be wall "B" for the diameter specified, unless special designs are required. The minimum concrete compressive strength for jacking and boring pipe shall be 5000 psi. Variations in the laying length of opposite sides shall not exceed 3/8 inch for pipe diameters 24 inches through 60 inches and 1/2 inch for pipe diameters 66 inches and larger. The maximum joint taper shall be 7 degrees for tongue and groove pipe and 2 degrees for O-ring gasket pipe. Pipe manufactured to these additional requirements shall be marked to identify pipe for jacking and boring.

The plans will provide a summary indicating the locations and length for all pipe. In addition, the diameter, required D-load and/or class for full circle pipe, and/or the design size for pipe arch or elliptical pipe will also be shown.

(3) Physical Test Requirements. The acceptability of the pipe shall be determined by the results of the physical tests outlined herein; by appropriate material tests required in ASTM C76, C506, C507, or C655; by absorption tests on selected samples from the wall of the pipe; and by inspection of the finished pipe to determine its conformance with the required design and its freedom from defects. Three-Edge Bearing tests shall be performed on one (1) pipe for each 100 pipe or fraction thereof of each design or shape, size, class or D-load for the load to produce a 0.01 inch crack and, at the discretion of the Engineer, the pipe may be tested to ultimate load.

As an alternate to the Three-Edge Bearing test, concrete pipe 60 inches in diameter and larger may be accepted on the basis of compressive strength of cores cut from the wall of the pipe. The manufacturer shall furnish facilities and personnel for taking the cores and determining the compressive strength of the samples. Three-Edge Bearing tests and core tests shall be in accordance with ASTM C497.

The manufacturer shall plug and seal coreholes in the pipe wall, after testing, in a manner satisfactory to the Engineer.

(4) Marking. The following information shall be clearly marked on each section of pipe:

(a) The class or D-load of pipe.

(b) The date of manufacture.

(c) The name or trademark of the manufacturer.

(d) One end of each section of pipe with elliptical reinforcement shall be clearly marked during the process of manufacture or immediately thereafter on the inside and the outside of opposite walls to show the location of the "top" or "bottom" of the pipe as it should be installed, unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Marking shall be indented on the pipe section or painted thereon with waterproof paint.

(e) Pipe for jacking and boring shall be identified for the intended use.

(5) Inspection. The quality of materials, the process of manufacture, and the finished pipe shall be subject to inspection and approval by the Engineer at the pipe manufacturing plant. In addition, the finished pipe shall be subject to further inspection by the Engineer at the project site prior to and during installation.

(6) Causes for Rejection. Pipe shall be subject to rejection for failure to conform to any of the specification requirements. Individual sections of pipe may be rejected because of any of the following:

(a) Fractures or cracks passing through the shell, except for a single end crack that does not exceed the depth of the joint.

(b) Defects that indicate imperfect proportioning, mixing and molding.

(c) Surface defects indicating honeycombed or open texture.

(d) Damaged ends, where such damage would prevent making a satisfactory joint.

(e) Any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more, regardless of position in the wall of the pipe.

(7) Repairs. Pipe may be repaired if necessary, because of occasional imperfections in manufacture or accidental injury during handling and will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired pipe conforms to the requirements of the specifications.

(8) Rejections. All rejected pipe will be plainly marked by the Engineer by painting colored spots over the Division of Materials and Tests monogram on the inside wall of the pipe and on the top outside wall of the pipe. The painted spots shall be sufficient to identify the rejected pipe but no larger than four (4) inches in diameter. Rejected pipe shall not be defaced in any other manner. The Contractor shall remove the rejected pipe from the project and replace with pipe meeting the requirements of this Item.

(9) Jointing Materials. Unless otherwise specified on the plans the Contractor shall have the option of making the joints using any of the materials described herein. For all jointing materials except mortar, the Contractor shall furnish the Engineer the Manufacturer's Certificate of Compliance.

(a) Mortar. Mortar for joints shall be in accordance with the section, "Jointing", of this Item.

(b) Cold Applied, Plastic Asphalt Sewer Joint Compound. This material shall consist of natural and/or processed asphalt base, suitable volatile solvents and inert filler. The consistency is to be such that the ends of the pipe can be coated with a layer of the compound up to one-half inch thick by means of a trowel. The joint compound shall cure to a firm, stiff plastic condition after application. The material shall be of a uniform mixture and any small separation occurring in the container shall be stirred to a uniform mix before use.

This material shall meet the following requirements when tested in accordance with Test Method Tex-526-C:

Asphalt Base, 100% - % Volatites - % Ash, % by weight	28-45
Volatiles, 212 F Evaporation, 24 h, % by weight	10-26
Mineral Matter, determined as Ash, % by weight	30-55
Consistency, Cone Penetration, 150 q, 5 sec, 77 F	150-275

(c) Rubber Gaskets. These gaskets shall conform to ASTM C361 or C443. The design of the joints and permissible variations in dimensions shall be in accordance with ASTM C443. The Contractor shall furnish the Engineer the Manufacturer's Certificate of Analysis.

(d) Cold Applied Preformed Plastic Gaskets. Preformed plastic gaskets shall be suitable for sealing joints of tongue and groove concrete pipe. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength, and shall be supplied in extruded rope-form of suitable cross-section. The size of the plastic gasket joint sealer shall be in accordance with the manufacturer's

recommendations and be of sufficient size to properly seal the joint. The plastic gasket joint sealer shall be so constructed as to provide evidence of proper installation either by means of "squeeze-out" of the gasket material on the inside or outside around the complete pipe joint circumference or by means of tabs, projections or other such indicators placed at established intervals around the circumference of the pipe joint. Plastic gasket joint sealers shall be Type 1 or Type 2. Type 1 gaskets shall meet the "squeeze-out" requirements and Type 2 gaskets shall meet the requirements for tabs, projections or other indicators. The gasket joint sealer shall be protected by a suitable wrapper designed that when removed, the jointing material maintains integrity.

The chemical composition of the gasket joint sealing compound for Type 1 and 2, as shipped, shall meet the following requirements:

COMPOSITION	**TEST METHOD**	**ANALYSIS**
Bitumen, Petroleum Plastic Content, % by weight	ASTM D4	50-70
Ash-Inert Mineral Matter, % by weight	Tex-526-C	30-50
Volatile Matter, 325 F, % by weight	Tex-506-C	2.0 max.

The gasket joint sealing compound when immersed for 30 days at ambient room temperature separately in five (5) percent solution of caustic potash; a five (5) percent solution of hydrochloric acid; a five (5) percent solution of sulfuric acid; and a saturated H_2S solution, shall show no visible deterioration.

The physical properties of the gasket joint sealing compound as shipped shall meet the following requirements:

PROPERTY	**TEST METHOD**	**REQUIREMENT**	
		Type 1	**Type 2**
Ductility @ 77 F (cm), min.	Tex-503-C	5.0	5.0
Softening Point, F	Tex-505-C	275	275
Penetration			
32 F (300g) 60 sec., min.	Tex-502-C	65	
77 F (150g) 5 sec.	Tex-502-C	50-120	50-120
115 F (150g) 5 sec., max.	Tex-502-C	150	

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Highway: VARIOUS SUBDIVISIONS

464.3. Construction Methods. The location of private driveway and side road pipe shall be constructed at locations shown on the plans or as directed by the Engineer.

Reinforced concrete pipe culverts and sewers shall be constructed in accordance with the plans and requirements of this Item.

(1) Excavation. All excavation shall be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures", except where tunneling or jacking methods are shown on the plans or permitted by the Engineer.

(2) Shaping and Bedding. Shaping and bedding shall be in accordance with Item 400, "Excavation and Backfill for Structures".

(3) Laying Pipe. Unless otherwise authorized by the Engineer, the laying of pipe on the bedding shall be started at the outlet end with the spigot or tongue end pointing downstream and shall proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades. Where bell and spigot pipe are used, cross trenches shall be cut in the foundation to allow the barrel of the pipe to rest firmly upon the bedding. These cross trenches shall be not more than two (2) inches larger than the bell ends of the pipe. Proper equipment shall be provided for hoisting and lowering the sections of pipe into the trench without disturbing the bedding and the sides of the trench. The ends of the pipe shall be carefully cleaned before the pipe is placed. As each length of pipe is laid, the mouth of the pipe shall be protected to prevent the entrance of earth or bedding material. The pipe shall be fitted and matched so that when laid in the bed the pipe shall form a smooth, uniform conduit. When elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, the pipe shall be laid in the trench in such position that the markings "Top" or "Bottom", shall not be more than five (5) degrees from the vertical plane through the longitudinal axis of the pipe.

Multiple installations of reinforced concrete pipe shall be laid with the center lines of individual barrels parallel. Unless otherwise shown on the plans, the following clear distances between outer surfaces of adjacent pipes shall be used.

Diameter 18"	24"	30"	36"	42"	48"	54"	60" to 84"
Clear 0'-9" Distance Between Pipes	0'-11"	1'-1"	1'-3"	1'-5"	1'-7"	1'-11"	2'-0"

(4) Jointing.

(a) Joints sealed with portland cement mortar shall be made as follows:

Mortar shall consist of one (1) part cement, two (2) parts sand and sufficient water to make a plastic mix. The pipe ends shall be cleaned and wetted before making the joint. The lower half of the bell or groove and the upper half of the tongue or spigot shall be plastered with mortar. After the pipes are tightly jointed, mortar shall be packed into the joint from both inside and outside the pipe. The inside shall be finished smooth and flush with adjacent joints of pipe. Over the joint outside the pipe, a bead shall be formed at least one (1) inch on either side of the joint and of semicircular cross section for tongue and groove joints, but for bell and spigot joints, the mortar shall form a 45° fillet between the outer edge of the bell and the spigot. Mortar joints shall be cured by keeping the joints wet for at least 48 hours or until the backfill has been completed, whichever comes first. No jointing shall be done when the atmospheric temperature is at or below 40 F. Mortared joints shall be protected against freezing by backfilling or other approved methods for at least 24 hours.

No mortar banding on the outside of pipe will be required for driveway culverts.

At the Contractor's option, and with the approval of the Engineer, pipes which are large enough for a man to enter may be furnished with the groove not less than one-half of an inch and not more than three-fourths of an inch longer than the tongue. Such pipe may be laid and backfilled without mortar joints. Care shall be exercised to avoid displacing the joints during the backfilling operations. After the backfilling has been completed, the space between the end of the tongue and the groove on the interior of the pipe shall be cleaned of all foreign material, thoroughly wetted and filled with mortar around the entire circumference of the pipe and finished flush.

The Contractor shall make available for the use of the Engineer, an appropriate rolling device similar to an automobile mechanic's "Creeper" for conveyance through small size pipe structures.

Mortar joints will be required for irrigation wells, vents and similar vertical structures.

(b) Joints using Cold Applied, Plastic Asphalt Sewer Joint Compound shall be made as follows:

Both ends of the pipes shall be clean and dry. A one-half inch thick layer of the compound shall be troweled or otherwise placed in the groove end of the pipe covering not less than two-thirds of the joint face around the entire circumference. Next, the tongue end of the next pipe shall be shoved home with sufficient pressure to make a tight joint. After the joint is made any excess mastic projecting into the pipe shall be removed. Backfilling of

pipe laid with asphalt mastic joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

(c) Joints using Rubber Gaskets shall be made as follows:

Where rubber gasket pipe joints are required by the plans the joint assembly shall be made according to the recommendations of the gasket manufacturer. Water tight joints will be required when using rubber gaskets. Backfilling may begin when approved by the Engineer.

(d) Joints using Cold Applied Preformed Plastic Gaskets shall be made as follows:

Before laying the pipe in the trench, the plastic gasket shall be attached around the tongue or groove near the shoulder or hub of each joint in accordance with the gasket manufacturer's recommendations. The protective wrapper shall be removed and the gasket pressed firmly to the clean, dry surface of the pipe, as recommended by the manufacturer. The joint sealer must be placed in such a manner that no dirt or other deleterious materials will come in contact with the joint sealing material.

After the tongue is correctly aligned with the flare of the groove, the wrapper or wrappers on the gasket shall be removed and the pipe shall be pulled or pushed home with sufficient force to properly seal the joint. Any joint material pushed out into the interior of the pipe that would tend to obstruct the flow shall be removed. (Pipe shall be pulled home in a straight line with all parts of the pipe on line and grade at all times.) Backfilling of pipe laid with plastic gasket joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

When the atmospheric temperature is below 60 F, plastic joint seal gaskets shall either be stored in an area warmed to above 70 F, or artificially warmed to this temperature in a manner satisfactory to the Engineer. Gaskets shall then be applied to pipe joints immediately prior to placing pipe in trench, followed by connection to previously laid pipe.

(5) Connections and Stub Ends. Connections of concrete pipe to existing pipes, pipe sewers or sewer appurtenances shall be as shown on the plan.

The bottom of existing structures shall be mortared or concreted if necessary to eliminate any drainage pockets created by the connections. Any damage to the existing structure resulting from making the connection shall be repaired by the Contractor, to the satisfaction of the Engineer, at the Contractor's expense.

When concrete pipe is to be joined with existing aluminum pipe, portions of the aluminum pipe that are to be in contact with the concrete pipe, shall be insulated with a coating of bituminous material meeting the requirements of Article 460.7. The coating shall extend to a minimum distance of one (1) foot beyond the area of contact.

Unless otherwise shown in the plans, connections between concrete pipe and corrugated metal pipe shall be made with a suitable concrete collar having minimum thickness of four (4) inches.

Stub ends, for connections to future work not shown on the plans, shall be finished by installing watertight plugs into the free end of the pipe.

(6) Backfilling. After the pipe has been placed, bedded and jointed as specified, filling and/or backfilling shall be done in accordance with the applicable requirements of Item 400, "Excavation and Backfill for Structures". When mortar joints are specified, no fill or backfill shall be placed until the jointing material has been cured for at least six hours. Special precautions shall be taken in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. For all pipe structures where joints consist of materials other than mortar, immediate backfilling will be permitted.

(7) Reuse of Appurtenances. When existing appurtenances are specified on the plans for reuse, the portion to be reused shall be severed from the culvert and moved to the new position previously prepared by hoisting with a crane, rolling, or other approved methods. Connections shall conform to the requirements for joining sections of pipes, as designated herein or as shown on the plans. Any portion of the headwalls or pipe attached to the appurtenance damaged during the moving operations by the Contractor shall be restored to its original condition at the Contractor's expense. The Contractor may remove and dispose of the existing appurtenances and construct new appurtenances at his expense in accordance with the pertinent specifications and design shown on the plans or as furnished by the Engineer.

(8) Protection of Pipe. Unless otherwise shown on the plans or permitted in writing by the Engineer, no heavy earth moving equipment will be permitted to haul over the structure until a minimum of four (4) feet of permanent or temporary, compacted fill has been placed thereon. Pipe damaged by the Contractor's equipment shall be removed and replaced by the Contractor at the Contractor's expense.

464.4.Measurement.

This Item will be measured by the linear foot. Such measurement will be made between the ends of the pipe barrel along the flow line, exclusive of safety end treatments. Safety

end treatments shall be measured in accordance with Item 467, "Safety End Treatment". Where spurs or branches, or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels measured as prescribed above.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

464.5.Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pipe" and "Reinforced Concrete Pipe (Sewers)" of the size and D-load or class specified; and "Reinforced Concrete Pipe (Arch)", "Reinforced Concrete Pipe (Elliptical)", "Reinforced Concrete Pipe (Arch) (Sewer)", and "Reinforced Concrete Pipe (Elliptical) (Sewer)" of the design specified.

This price shall be full compensation for furnishing, hauling, placing and joining of pipes; for cutting of skews or slopes, for all connections to new or existing structures; for moving and reusing appurtenances where required; for removing and disposing of portions of existing structures as required; and for all labor, tools, equipment and incidentals necessary to complete the work.

Excavation, bedding and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".

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Highway: VARIOUS SUBDIVISIONS

ITEM 479

ADJUSTING MANHOLES AND INLETS

479.1. Description. This Item shall govern for adjusting or capping of existing manholes or inlets as shown on the plans and in accordance with this Item or as directed by the Engineer. Subject to the approval of the Engineer, prefabricated metal extension rings may be furnished for the adjustment of manholes. Drainage junction boxes will be classified as manholes.

479.2. Materials. Manholes or inlet rings, plates, grates and covers, and brick in good condition, removed from the manholes and inlets in the process of abandonment, capping or adjustment, may be reused. Additional materials when required shall conform to the pertinent provisions of Item 465, "Manholes and Inlets".

479.3. Construction Methods. Manholes or inlet rings, covers, plates, and grates shall be removed carefully and the contact areas shall be cleaned of all mortar and grease. Rings, covers, plates, or grates broken in the process of removal and cleaning shall be replaced by the Contractor at his expense.

When prefabricated metal extension rings are furnished, they may be either single piece or multiple piece as necessary for the amount of adjustment. They shall be installed in accordance with the manufacturer's instructions.

If the adjustment involves lowering the top of a manhole or inlet, a sufficient depth of brick courses or concrete shall be removed to permit reconstruction on a batter not exceeding one (1) inch horizontal to two (2) inches vertical. In the case of brickwork, the mortar shall be cleaned from the top course of brick remaining in place and from all brick to be reused and the manhole or inlet rebuilt to the original top dimensions. The manhole or inlet ring, cover, plate, or grate shall then be installed with the top conforming to the proposed new surface.

If the adjustment involves raising the elevation of the top of manhole or inlet, the top surface of brick or concrete shall be cleaned and built up vertically to the new elevation using new brick, brick salvaged from other manhole or inlet adjustments, concrete rings or Class "A" concrete, and the ring, cover, plate, or grate installed with the top conforming to the proposed new surface.

When capping of an inlet or manhole is required, it shall be removed to a minimum of one (1) foot below subgrade elevation or as otherwise indicated on the plans, and capped as shown on the plans.

All work shall be in accordance with Item 465, "Manholes and Inlets".

Excavation and backfill shall conform to Item 400, "Excavation and Backfill for Structures".

479.4. Measurement. Manholes or inlets completely adjusted, or capped as prescribed above, will be measured as each manhole or inlet adjusted.

479.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Adjusting Manholes", "Adjusting Inlets", or "Adjusting Manholes and Inlets". This price shall be full compensation for furnishing all required materials, including backfill as required, excavation, tools, labor, equipment, and incidentals required to complete the work..

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County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 502

BARRICADES, SIGNS AND TRAFFIC HANDLING

502.1. Description.

This Item shall govern for providing, installing, moving, replacing, maintaining, cleaning and removing upon completion of work, all barricades, signs, cones, lights and other such type devices and of handling traffic as indicated on the plans or as directed by the Engineer.

502.2. Construction Methods.

All barricades, signs and other types of devices listed above shall conform to details shown on the plans or those indicated in the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

For this project a Traffic Control Plan (TCP), responsive to the TMUTCD, has been established by the Engineer. The Contractor may propose his own TCP. Contractor-proposed major modifications to the Traffic Control Plan shall bear the seal of a Registered Professional Engineer. If his plan is approved in writing by the Engineer, it may be used. Prior to beginning work, the Contractor shall designate, in writing, a competent person who will be responsible and available on the project site
or in the immediate area to insure compliance with the TCP. The Engineer will designate a qualified Departmental person to observe implementation and who will have authority to assure compliance with the TCP.

All retro- reflective traffic control devices such as barricades, vertical panels, signs, etc., shall be maintained by cleaning, replacing or a combination thereof such that during darkness and rain the retro-reflective characteristics shall equal or exceed the retro-reflective characteristics of the standard reflective panels in the Engineer's possession.

502.3. Measurement.

This Item will be measured by the unit of measure "month" as indicated on the plans.

502.4. Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs and Traffic Handling". This price shall be full compensation for furnishing all labor, materials, supplies, equipment and incidentals necessary to complete the work as specified.

Payment will be made on the following basis:

(1) The total payment for this Item will not exceed 10 percent of the total contract amount prior to "Final Acceptance". The portion of the contract amount for this Item in excess of 10 percent of the total contract amount, less any adjustments as specified below, will be paid on the next monthly estimate cycle after the retainage estimate.

(2) Payment for this Item will begin on the first payable monthly construction estimate after barricades, signs and traffic handling devices have been installed in accordance with the TCP and construction has begun.

(3) Monthly payment will be made each succeeding month for this Item provided the barricades, signs and traffic handling devices have been installed and maintained in accordance with the TCP until the contract amount for Barricades, Signs and Traffic Handling has been paid unless adjusted by paragraph (4).

(4) The quantity under this Item will not exceed the total plan quantity except when additional work is added by an approved field change or extra work order. Also when work is suspended for the convenience of the Department, through no fault of the Contractor, additional quantity may be paid when approved by field change.

(5) An overrun of the plan quantity for this Item will not be allowed for approving designs, testing, material shortages, closed construction seasons, curing periods, test periods, failure to complete the work prior to payment of the amount allowed by (1) and (3) above nor delays caused directly or indirectly by requirements of the contract.

(6) If the contract is completed prior to payment of the amount allowed by (1), (3) and (7), the balance due will be paid on the next monthly estimate cycle after the retainage estimate. When the plans establish pay items for particular work called for in the TCP and/or plans, that work will be measured and paid for under the governing items.

(7) If the Contractor fails, within the time frame established by the Engineer, to provide or properly maintain signs and barricades in compliance with the contract requirements, as determined by the Engineer, the Contractor will be considered in non-compliance with this Item and no payment will be made for this Item for the month(s) in question.

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Highway: VARIOUS SUBDIVISIONS

ITEM 530

INTERSECTIONS DRIVEWAYS AND TURNOUTS

530.1. Description. Construct and pave intersections, driveways, and turnouts. Pave existing intersections, driveways, and turnouts. Intersections are considered to be areas off the travel lanes and shoulders of the Contract highway on the intersecting highway on the state system. The intersecting on-system highway work will be paid for under this Item only when shown on the plans.
Driveways are defined as private (residential or commercial) and public (county road and city street) access areas off the travel lanes and shoulders. Turnouts include but are not limited to mailbox and litter barrel widenings.

530.2. Materials. Furnish materials that meet the following:

- Item 247, "Flexible Base"
- Item 260, "Lime Treatment (Road Mixed)"
- Item 263, "Lime Treatment (Plant Mixed)"
- Item 275, "Cement Treatment (Road Mixed)"
- Item 276, "Cement Treatment (Plant Mixed)"
- Item 292, "Asphalt Treatment (Plant Mix)"
- Item 316, "Surface Treatments"
- Item 330, "Limestone Rock Asphalt Pavement"
- Item 334, "Hot Mix–Cold Laid Asphalt Concrete Pavement"
- Item 340, "Dense-Graded Hot Mix Asphalt Concrete Pavement (Method)"
- Item 360, "Concrete Pavement"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel."

530.3. Construction. Construct and pave intersections, driveways, and turnouts, and pave existing intersections, driveways, and turnouts as shown on the plans or as directed. Place materials in accordance with construction Articles of pertinent Items. Provide uninterrupted access to adjacent property unless otherwise directed. Ensure that abrupt elevation changes in driveway or turnout areas that serve as sidewalks do not exceed 1/4 in. and that the sidewalk area cross slope does not exceed 2%. Ready-mix concrete and hand finishing will be permitted when concrete pavement is specified unless otherwise shown in the plans for intersections.

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530.4. Measurement. This Item will be measured by each intersection, driveway, or turnout, or by the square yard of the final pavement surface. When "Intersections, Driveways, and Turnouts" or "Driveways and Turnouts" are bid, measurement will be restricted to the square yard.

530.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Intersections," "Driveways," "Turnouts," "Intersections, Driveways, and Turnouts," or "Driveways and Turnouts" of the surface specified (Concrete, Asphaltic Concrete Pavement, or Surface Treatment).
This price is full compensation for furnishing and operating equipment; excavation and embankment; base and pavement materials; and labor, materials, tools, and incidentals. Drainage structures will be measured and paid for in accordance with the pertinent bid Items. Bonus and penalties for quality control and quality assurance (QC/QA) materials will not apply when payment for those materials is made under this Item.

SPECIAL SPECIFICATION

5010

Construction Exits

1. **Description.** This Item shall govern for the materials to be furnished and for the installation, maintenance, and removal of construction exits of the type and dimensions shown on the plans. This item will be used temporarily during construction to control the tracking of sediment, mud, gravel, etc. from a construction site or other areas identified by the Engineer to a public right of way, street, sidewalk or parking area.

2. **Materials.** All materials shall meet the applicable requirements as indicated below for the specified type of construction exit.

   (1) **Rock Construction Exit.** Rock used for long- and short-term construction exits shall consist of crushed stone. The aggregates shall be clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic and injurious matter.

   (2) **Timber Construction Exit.** Timber for long-term construction exits shall consist of treated railroad ties and timbers. The railroad ties and timbers shall be treated to control rot and shall be No. 2 quality or better and free of large and loose knots. Timber shall be fastened with nuts and bolts or lag bolts all of which shall meet or exceed ASTM-A307.

   Timber for short-term construction exits shall be treated to control rot and shall be No. 2 quality or better and free of large and loose knots. Plywood and/or pressed wafer board shall be a minimum of 1/2 inch thick.

   (3) **Foundation Course.** The foundation course shall be flexible base, bituminous concrete, Portland cement concrete or other materials as approved by the Engineer.

3. **Construction Methods.** When tracking conditions exist, traffic shall not be allowed to cross or leave the construction site and move directly onto a public roadway, alley, sidewalk, parking area, or other right of way in areas other than at locations of construction exits. Construction exits can be either for long or short term use. Foundation courses, if needed, shall be used with the long-term construction exits.

   (1) **Long-Term Construction Exit.** The exit shall be placed over a foundation course, if needed. The foundation course and/or compacted subgrade shall be properly graded to direct runoff from the construction exit to a sediment trap as shown on the plans or as directed by the Engineer. The exit shall normally be constructed a minimum length of 50 feet. The width shall be at least 14 feet for one-way traffic and 20 feet for two-way traffic but shall not be less than full width of all points of ingress and egress and shall be sufficient for all ingress and egress.

      (a) **Type 1 Construction Exit.** This exit shall consist of open-graded crushed stone with a size of four to eight inches as shown on the plans. The depth of the aggregate shall not be less than eight inches.

      (b) **Type 2 Construction Exit.** This exit shall be constructed of treated railroad ties and timbers as shown on the plans.

   (2) **Short-Term Construction Exit.**

      (a) **Type 3 Construction Exit.** This exit shall be either open-graded crushed stone with a size of two to four inches, or plywood or wafer board. This exit shall be used for daily operations when tracking conditions exist such as traffic crossing the construction site at locations where long-term exits are not practicable.

(b) Type 4 Construction Exit. This exit shall be as shown on the plans.

4. Maintenance. Exits shall be maintained in a condition which will prevent tracking or flowing of sediment onto public right of way. This may require periodic removal and replacement of stone or timber, or other material as conditions demand and repair and/or clean out of any measures used to trap sediment. Sediment spilled, dropped, washed or tracked onto public right of way shall be immediately removed by the Contractor and disposed of at an approved site and in a manner that will not contribute to additional siltation.

When necessary, wheels shall be cleaned to remove sediment prior to entrance onto public right of way. When washing is required, the construction exit shall be graded to drain into a sediment trap or sediment basin. Sediment shall be prevented from leaving the construction site.

The construction exits shall be removed promptly when directed by the Engineer. Discarded materials shall become the property of the Contractor for his disposal at an approved site. The area beneath the construction exit and any area damaged by the removal process shall then be stabilized by the Contractor using appropriate methods as approved by the Engineer. When the Special Specification, "Temporary Erosion, Sedimentation and Water Pollution Prevention and Control" is in the contract, stabilization shall be as defined in Subarticle 4.C. of that specification.

5. Measurement. Construction exits will be measured by the square yard of surface area of completed and accepted work.

Each time the Engineer directs that the construction exit(or a portion thereof) be removed or removed and replaced, it will be measured for payment.

6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement", will be paid for at the unit price bid for "Construction Exits", of the type specified. This price shall be full compensation for securing and furnishing all materials, including all royalty and freight involved; for loosening, blasting, excavating, screening, crushing when required; for loading all materials; for hauling and delivering to the construction site; for spreading, mixing, blading, dragging, shaping and finishing; cleaning of wheels, when necessary; maintenance (except as shown below); and for all manipulations, labor, tools and incidentals necessary to complete the work.

When the Engineer directs that the construction exit (or a portion thereof) be replaced, payment will be made at the unit price bid for "Construction Exits (Remove and Replace)", of the type specified. This price shall be full compensation for the removal and replacement of the construction exit, and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

The work performed in removing the exits as described under "Maintenance" and measured under "Measurement" will be paid for at the unit price bid for "Construction Exits (Remove)", of the type specified. This price shall be full compensation for removing, loading, hauling and disposing of all materials to an approved location; for repairing the entrance; and for all manipulations, labor, tools and incidentals necessary to complete the work.

Construction of sediment traps as well as the periodic removal of accumulated sediment deposits (as described under "Maintenance") used in conjunction with the construction exit will be measured and paid for under the pertinent bid items of the Special Specification, "Earthwork for Erosion Control".

Stabilization (as described under "Maintenance") will be measured and paid for under the various pertinent bid items.

SPECIAL SPECIFICATION

5249

Temporary Sediment Control Fence

1. **Description.** This Item shall govern for the materials to be furnished and for the installation, maintenance and removal of temporary sediment control fence of the dimensions shown on the plans. This Item will be used temporarily during construction to control erosion and sedimentation.

2. **Materials.**

   (1) **Fence Description.** The fence shall be a net-reinforced fence, using woven geotextile fabric.

   (2) **Fabric.** Fabric materials shall meet the requirements of Departmental Materials Specification D-9-6230, "Temporary Sediment Control Fence Fabric".

   (3) **Posts.** Posts shall be a minimum of 48 inches long, essentially straight, and shall be wood or steel, unless otherwise shown on the plans. Soft wood posts shall be at least 3 inches in diameter or nominal 2 x 4 inches. Hardwood posts shall have a minimum cross-section of 1.5 x 1.5 inches. Steel posts shall be "T" or "L" shaped with a minimum weight of 1.3 pounds per linear foot.

   (4) **Net Reinforcement.** Net reinforcement shall be galvanized welded wire mesh of a minimum 12.5-gauge wire or equal as approved by the Engineer with a maximum opening size of 2 x 4 inches and shall be at least 24 inches wide unless otherwise shown on the plans.

   (5) **Staples.** Staples used to secure reinforcement and fabric to wood posts shall have a crown at least 3/4 inches wide and legs 1/2 inches long.

   (6) **Used Materials.** Previously-used materials from other TxDOT projects, meeting the above requirements and when approved by the Engineer, may be used. Previously used materials from within the project shall be used whenever possible.

3. **Construction Methods.** The temporary sediment control fence shall be used during construction near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. The fence may be incorporated into the erosion control measures used to control sediment in areas of higher flow. The fence installation methods shall be as specified below unless otherwise shown on the plans. The physical alignment and location of the fence shall be as shown on the plans or as directed by the Engineer.

   (1) **Installation of Posts.** Posts shall be embedded to 18 inches deep, or adequately anchored if in rock, with a spacing of 6 to 8 feet, and installed on a slight angle toward the anticipated run-off source.

   (2) **Fabric Anchoring.** Trenches shall be dug along the uphill side of the fence to anchor 6 to 8 inches of fabric. The trench shall have a minimum cross section of 6 x 6 inches. The fabric is against the side of the trench and approximately 2 inches of fabric is across the bottom in the upstream direction. The trench shall then be backfilled and hand tamped as approved by the Engineer.

   (3) **Fabric Attachment.** The reinforcement shall be attached to the end posts, if wood, by staples, or if steel, by T-clips or sewn vertical pockets at a minimum of four (4) locations. The reinforcement shall be attached to each succeeding post as approved by the Engineer. The ends of successive reinforcement sheets or rolls shall be connected at a fence post at least six (6) times with hog rings.

   The fabric shall be fastened to the top strand of reinforcement by hog rings or cord at a maximum spacing of 15 inches.

(4) **Fabric Splices.** Splices shall occur at a fence post and shall have a minimum lap of 6 inches attached in at least six (6) places. Splices in concentrated flow areas will not be permitted.

When removing temporary sediment control fence that is suitable for relocation, the Contractor shall take all necessary measures to maintain the fabric in the best condition.

Requirements for installation of used temporary sediment control fence shall include:

(1) Minimal or no visible signs of biodegradation (weak fibers)
(2) No excessive patching every 15 to 20 linear foot.
(3) Posts must not be bent and backing must not have holes.

4. **Maintenance.** The temporary sediment control fence shall be maintained in good condition (including staking, anchoring, tension adjustments, etc.) By the Contractor. All necessary work and materials to maintain the integrity of the fence, including keeping fabric free of accumulated silt, debris, etc., shall be provided until earthwork construction and permanent erosion control features are in place, and/or the disturbed area has been adequately stabilized. When the Special Specification, "Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control", is in the contract, stabilization shall be as described in Subarticle 4.C. of that specification. The areas damaged by the removal process shall be stabilized by the Contractor using appropriate methods as approved by the Engineer.

Torn or punctured fabric shall be repaired by the placement of a patch consisting of an additional layer of fabric over the damaged area. The patch shall have a minimum overlap of 18 inches in all directions and be securely attached to the repaired fabric.

When the accumulated sediment deposit reaches a depth of approximately 6 inches, it shall be removed and disposed of at approved sites in a manner that will not contribute to additional siltation. If the structure ceases to function as intended, the Engineer may direct that the fence or portions thereof be replaced. Such replacement will be measured for payment.

5. **Measurement.** Temporary sediment control fence will be measured by the linear foot of fence, complete in place, measurement being made along the centerline of the top of the fence.

Each time the Engineer directs that the temporary sediment control fence (or portions thereof) be removed or removed and replaced, it will be measured by the linear foot for payment.

6. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement", will be paid for at the unit price bid for "Temporary Sediment Control Fence". This price shall be full compensation for furnishing, placing and maintenance of the fence (except as shown below); for all required trenching, fence posts, fabric and backfill; and for all labor, tools, equipment and incidentals necessary to complete the work.

When the Engineer directs that the temporary sedimentation control fence installation (or portions thereof) be replaced, payment will be made at the unit price, bid for "Temporary Sediment Control Fence (Remove and Replace)". This price shall be full compensation for the removal and replacement of the fence installation and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

No non-damaged material will be removed from the project until such time that no new installations or replacements will be required. All sound materials removed from project installations will be placed or stockpiled for project placement or replacement. No new material will be accepted when stockpiled material is available for use. The Contractor retains ownership of the stockpiled material.

The removal of accumulated sediment deposits, as described under "Maintenance", will be measured and paid for under the pertinent bid items of the Special Specification, "Earthwork for Erosion Control".

The work performed in the final removal of the temporary sediment control fence installation as described under "Maintenance" and measured under "Measurement" will be paid for at the unit price bid for "Temporary Sediment Control Fence (Remove)". This price shall be full compensation for removing the fence from the

existing location, for stockpiling for future use, for proper disposal of damaged material, and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

Stabilization (as described under "Maintenance") will be measured and paid for under the various pertinent bid items.

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

Example:

ITEM 247	FLEXIBLE BASE (204)
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 530	DRIVEWAYS AND TURNOUTS
ITEM 5010	CONSTRUCTION EXITS

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

General: The above listed specifications items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004)

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: HUMBERTO GARCIA JR.
Title: SECRETARY/OFFICER
Telephone Number: (956)607-4448
Date: 7/02/2012

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
2GS, LLC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. BOX 595

Requester's name and address (optional)

City, state, and ZIP code
PENITAS, TX. 78576

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
4	5	-	4	3	3	8	9	1	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Jose L Saiz Date ▶ June 13, 2012

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY
URBAN COUNTY PROGRAM
Bidder/Vendor Application

Complete in print or type. Please return this application to the: Hidalgo County Urban County Program, via facsimile to (956) 787-5291 or delivered in person/regular mail to the following: 1916 Tesoro Blvd., Pharr, Texas 78577
Upon submitting application, original will be on file at the Urban County Program. If changes are required for updating purposes, please contact the Urban County Program at (956) 787-1827.

Company Name: 2GS, LLC Telephone No. (956) 607-4448

dba Name:

Legal Name: 2GS, LLC

Mailing Address :P.O. BOX.595 Fax No. (956) 683-6149

Physical Address:

City, State, Zip Penitas, TX. 78576 Tax I.D. No. 45-4338911

Remit to Address : P.O. BOX. 595 City, State, Zip PENITAS, TX. 78576

E-Mail Address: bgarcia@2gsllc.com

Representative(s) Name(s) & Title(s) PEDRO SAENZ (OWNER), HUMBERTO GARCIA JR. (SECRETARY/OFFICER

Type of Organization (check one): ___ Individual ___ Partnership ___ Corporation ___ Non Profit
X LLC ___ Sole Proprietor ___ Other, Specify

State Identification No. 45-4338911 (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: TEXAS Date: 1/20/2012 Other:

Type of Business (check one): ___ Manufacturer ___ Wholesaler ___ Retailer ___ Broker
___ Distributor ___ Service Organization X Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

PEDRO SAENZ (OWNER), HUMBERTO GARCIA JR. (SECRETARY/OFFICER

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☒ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☒ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

Indicate Certification No.(s): ___ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☒ No

To Be Completed by the Urban County Staff: Rec'd by: ___ Date Rec'd by Urban County Staff:

Entered Into System:

Revised12/15/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?. ☐Yes ☒ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s)._____ or Are Certificate(s) Attached?: ☐ Yes ☒ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: 0 %
(List HUB Subcontractor information below)

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip.
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City. _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable) ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City. _____ State: _____ Zip.
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

EXHIBIT "D"

2282750

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2GS, LLC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

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

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

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

4

Humberto Garcia Jr

Signature of person doing business with the governmental entity

2-21-12

Date

Adopted 06/29/2007

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 10th day of AUGUST, 2012.

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

General Decision Number: TX120008 01/06/2012 TX8

Superseded General Decision Number: TX20100009

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	
Excavator, 50,000 lbs or less	$ 12.56	
Excavator, over 50,000 lbs	$ 15.23	
Foundation Drill, Truck Mounted	$ 16.86	
Front End Loader Operator, Over 3 CY	$ 13.69	
Front End Loader, 3 CY or less	$ 13.49	
Loader/Backhoe	$ 12.77	
Mechanic	$ 15.47	
Milling Machine	$ 14.64	
Motor Grader Operator, Rough	$ 14.62	
Motor Grader, Fine Grade	$ 16.52	
Scraper	$ 11.07	
Servicer	$ 12.34	

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
Lowboy-Float.....$ 13.63
Single Axle.....$ 10.82
Single or Tandem Axle Dump..$ 14.53
Tandem Axle Tractor with
Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the

wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

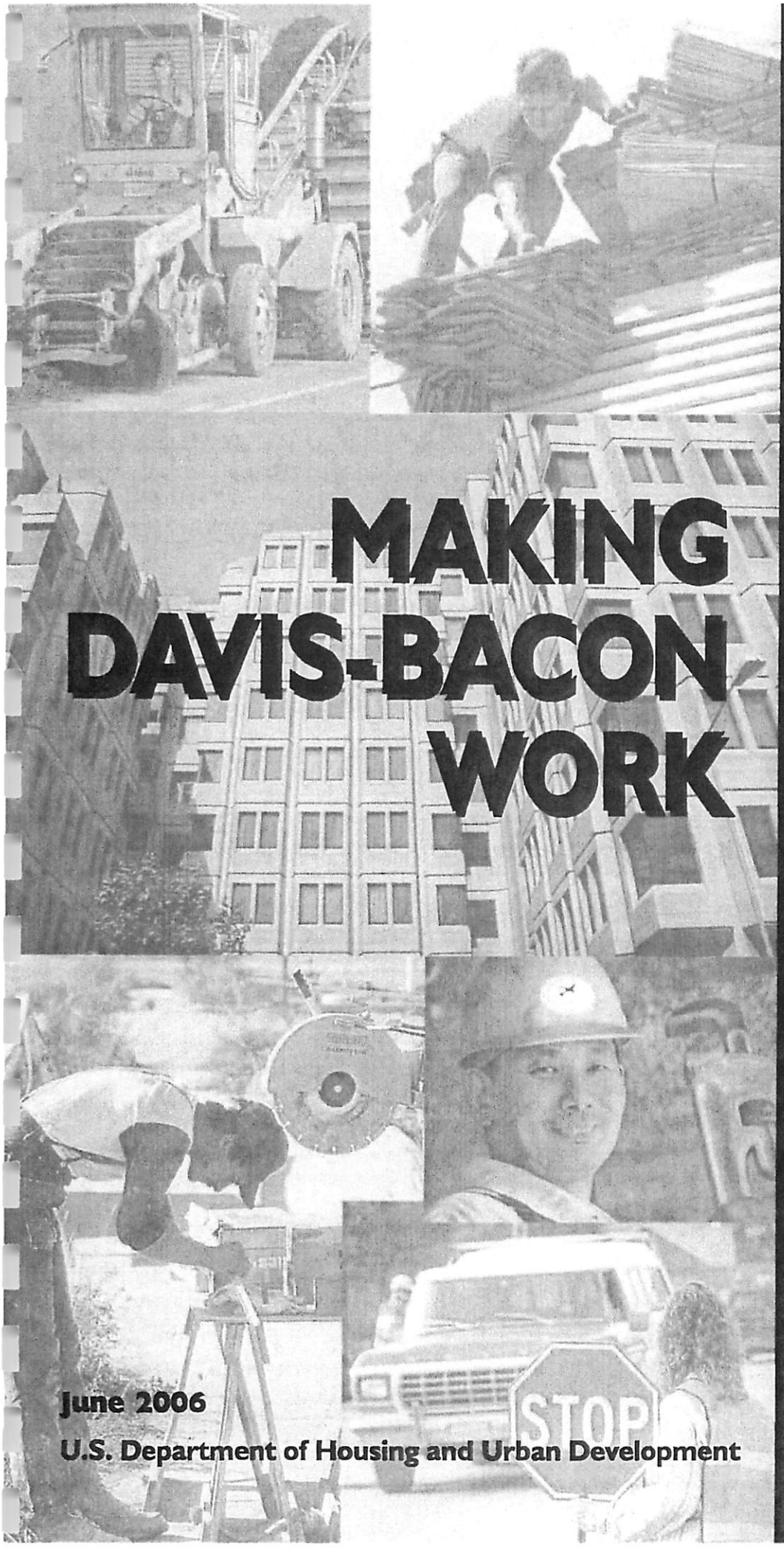
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



MAKING DAVIS-BACON WORK

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

June 2006

U.S. Department of Housing and Urban Development

Introduction

This Guide has been prepared for you as a contractor performing work on construction projects that are ***assisted*** by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide ***does not*** address contractor requirements involved in ***direct*** Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to ***any*** Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations
on the World Wide Web HUD Home Page at:
http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our web site or by telephone from HUD's Customer Service Center at (800) 767-7468.

MAKING DAVIS-BACON WORK

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

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CHAPTER 1. Laws, Regulations, Contracts and Responsibilities

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 Davis-Bacon and Other Labor Laws

a. The Davis-Bacon Act (DBA)

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work *is not* covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or *DBRA*.

b. The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to *prime contracts* of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. *(See also* Labor Relations Letter *SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provisions,* available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

c. The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to ***kickback*** (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 Davis-Bacon Regulations

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7.*** *Part 1* explains how the DOL establishes and publishes DBA wage determinations *(aka wage decisions)* and provides instructions on how to use the determinations. *Part 3* describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. *Part 5* covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. *Part 6* provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, *Part 7* sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web: *http://www.dol.gov/dol/allcfr/Title_29/toc.htm*

1-3 Construction Contract Provisions

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are often bound into the contract specifications.

a. The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction – Public and Indian Housing Program.

HUD program labor standards forms are available on-line at: *www.hudclips.org/cgi/index.cgi*



b. Davis-Bacon Wage Decisions

The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:

www.wdol.gov

1-4 Responsibility of the Principal Contractor

The principal contractor (also referred to as the ***prime*** *or* ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. *(See Contract Administrator, below.)*

To make this Guide easier to understand, the term *"prime contractor"* will mean the principal contractor; *"subcontractor"* will mean all subcontractors including lower-tier subcontractors; and the term *"employer"* will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 Responsibility of the Contract Administrator

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see ¶2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see ¶2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. *For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff.* But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs),

Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the *contract administrator* will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2. How to Comply with Labor Standards and Payroll Reporting Requirements

Where to start?

Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I — THE BASICS

2-1 The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for *Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications* that may be needed for the project. The ***Davis-Bacon wage decision*** that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable ***Davis-Bacon wage decision***.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. *See ¶1-3, Construction Contract Provisions.*

a. The Work Classifications and Wage Rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the *contract administrator* (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. Posting the Wage Decision

If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The *Notice to All Employees* poster is available on-line at HUDClips (see address in the Appendix).

2-2 Additional "Trade" Classifications and Wage Rates

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an ***additional classification and wage rate***. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. Additional Classification Rules

Additional classifications and wage rates can be approved if:

1) The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the *county* where the project is located).
2) The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
3) The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
4) The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. Making the Request

A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. HUD Review

The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will *not* approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. DOL Decision

The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL *does not* approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 Certified Payroll Reports

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

You are *not required* to use Payroll Form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

a. Payroll Formats

The easiest form to use is DOL's WH-347, ***Payroll***. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

b. Payroll Certifications

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll ***certification*** language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions, and the Payroll Form WH-347, in a "fillable" PDF format at this address: *www.dol.gov/esa/programs/dbra/forms.htm and at HUDClips.*

c. "No Work" Payrolls

"No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. *(See Tip Box, below, for "no work" payroll exemption!)* However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you *do not* need to submit "no work" payrolls!

d. Payroll Review and Submission

The prime contractor should **review** each subcontractor's payroll reports for compliance ***prior*** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, tax records, evidence of fringe benefit payments,

for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their *own* copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 Davis-Bacon Definitions

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. Laborer or Mechanic

"Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1) **Working foremen.** Foremen or supervisors that regularly spend **more** than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2) **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. Employee

Every person who performs the work of a laborer or mechanic is *"employed"* regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, *Labor standards compliance requirements for self-employed laborers and mechanics.* Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the *Appendix*).

c. Apprentices and Trainees

The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training

programs, including *Step-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months – 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate *on the applicable wage decision* for that craft.

1) **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2) **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is ***not*** considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3) **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use *on the job site* can not exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. Prevailing Wages or Wage Rates

Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate *unless* you provide bona fide fringe benefits for your employees.

1) **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates ***provided*** the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. *Accurate time records must be maintained for any piece-work employees.* If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. Fringe Benefits

Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits ***do not*** include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note **that the *total* hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also *off-set* the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.**

f. Overtime

Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

Referring to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate *as stated on the wage decision*. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

g. Deductions

You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgements and other financial obligations legally imposed against the employee.

h. Proper Designation of Trade

You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters *even* if they aren't considered by you to be fully trained as a Carpenter. ***Remember,*** the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

1) **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each work classification in which work was performed ***only*** if you maintain accurate time records showing the amount of time spent in each classification. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. Site of Work

The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II
REPORTING REQUIREMENTS

2-5 Completing a Payroll Report

What information has to be reported on the payroll form?
The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's ***name, address*** and ***social security number***, his or her ***work classification*** (who is working for you and what do they do?), the hours worked during the week, his or her ***rate of pay***, the ***gross amount earned*** (how much did they earn?), the amounts of any ***deductions*** for taxes, etc., and the ***net amount paid*** (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. Project and Contractor/Subcontractor Information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the *week dates* in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. Employee Information

The first payroll on which each employee appears must contain the employee's name, address and Social Security Number. Afterward, the address and Social Security Number only need to be reported if there is a change in this information.

c. Work Classification

Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1) **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2) **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. Hours Worked

The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours *should not* be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for *all projects*. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. Rate of Pay

Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you ***do not*** participate in approved fringe benefit programs, ***add*** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1) **Piece-work.** For any piece-work employees, the employer **must** compute an *effective hourly rate* for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the *basic* rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1½) + $5 = $20/hour.

f. Gross Wages Earned

Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

g. Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

h. Net Pay

Show the net amount of wages paid.

i. Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

j. Signature

Make sure the payroll is **signed** with an original signature. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent.

SECTION III
PAYROLL REVIEWS AND CORRECTIONS

2-6 Compliance Reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see ¶1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. On-Site Interviews

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, *Record of Employee Interview*, and forward the interviews to the contract administrator.

b. Project Payroll Reviews

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 Typical Payroll Errors and Required Corrections

The following paragraphs describe common payroll errors and the corrective steps you must take.

a. Inadequate Payroll Information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. Missing Addresses and Social Security Numbers

If the first payroll on which an employee appears does not contain the employee's address and Social Security Number, the employer will be asked to supply the missing information. A short note providing the information is all that is needed.

c. Incomplete Payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a corrected payroll.

d. Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision ***or*** the employer may request an ***additional classification and wage rate*** (See ¶2-2). If reclassification results in underpayment (i.e., the wage rate paid on the payroll is less than the rate required for the new classification), the employer will be asked to pay ***wage restitution*** to all affected reclassified employees. *(See ¶2-8 for instructions about wage restitution.)*

e. Wage Rates

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. Apprentices and Trainees

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is *not* registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. Overtime

If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

1) If the project is subject to *CWHSSA overtime* requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

2) If the project is ***not*** subject to CWHSSA, the employer will be notified of the possible *FLSA overtime* violations. Also, the contract administrator may refer the violations to the DOL for further review.

h. Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. Deductions

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. Fringe Benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit corrected payrolls ***and*** will be required to pay wage restitution if underpayments occurred. *However,* if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate *plus* the fringe benefit rate), no correction is necessary.

k. Signature

If the payroll *Statement of Compliance* is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature(s) of a principal or other signatory.

l. On-Site Interview Comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a corrected payroll report.

2-8 Restitution for Underpayment of Wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions.

a. Notification to the Employer/Prime Contractor

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

b. Computing Wage Restitution

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the *adjustment rate*. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. Correction Payrolls

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution was paid and their work classification; the total number of work hours involved (daily hours are usually not applicable for restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A signed Statement of Compliance must be attached to the correction payroll.

In most cases, HUD no longer requires employers to submit checks or copies of checks (certified, cashiers, canceled or other) to correct underpayments. Restitution payments are reported and certified by the employer on a correction payroll.

d. Review of Correction CPR

The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a supplemental correction payroll within 30 days.

e. Unfound Workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3. Labor Standards Disputes, Administrative Reviews, Withholding, Deposits and Escrow Accounts, and Sanctions

What happens when things go wrong?

3-1 Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 Administrative Review on Labor Standards Disputes

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. Additional Classifications and Wage Rates

Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

1) **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (*for example*, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly

address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. *(See ¶2-2(d), and also DOL Regulations 29 CFR 1.8.)* All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2) **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by **DOL's *Administrative Review Board***. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. *(See also 29 CFR 1.9.)*

b. Findings of Underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) *or* to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1) **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review; you will be given an opportunity to correct any underpayments *or* to request a hearing before a DOL Administrative Law Judge (ALJ). *(See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)*

2) **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 Withholding

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are

believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. *See ¶1-4, Responsibility of the Principal Contractor, and ¶2-8, Restitution for Underpayment of Wages.*

3-4 Deposits and Escrows

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and payments ***provided*** the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or *escrow account* is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

a. **Where the parties have agreed to amounts of wage restitution that are due** *but* the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who can not be located are held in the deposit/escrow account for three years and disbursed as described in ¶2-8(e) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed**. The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be disbursed from the escrow account in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (*See ¶2-8(e) and 3-4(a)*).

   If the parties *do not* agree and an administrative hearing is requested, the escrow will be maintained as explained in ¶3-4(c), below.

c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. DOL Debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible ***(debarred)*** to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. HUD Sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1) **LDPs.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2) **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

3-6 Falsification of Certified Payroll Reports

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

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World Wide Web i

Acronyms and Symbols

CDBG – Community Development Block Grant
CFR – Code of Federal Regulations
CPR – Certified Payroll Report
CWHSSA – Contract Work Hours and Safety Standards Act
DBA – Davis-Bacon Act
DBRA – Davis-Bacon and Related Acts
DOL – Department of Labor
FHA – Federal Housing Administration
FLSA – Fair Labor Standards Act
HUD – Housing and Urban Development (Department of)
IHA – Indian Housing Authority
LCA – Local Contracting Agency
LDP – Limited Denial of Participation
O/T – Overtime
PHA – Public Housing Agency
S/T – Straight-time
SAC – State Apprenticeship Council/Agency
TDHE – Tribally-Designated Housing Entity
§ – Section
¶ – Paragraph

Davis-Bacon – Related Web Sites*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
www.access.gpo.gov/nara/cfr/cfr-table-search.html

HUDClips (Forms and Publications):
www.hudclips.org/cgi/index.cgi

DOL Davis-Bacon and Related Acts Homepage:
www.dol.gov/esa/programs/dbra/index.htm

DOL Regulations:
www.dol.gov/dol/allcrf/Title_29/toc.htm

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/esa/programs/dbra/forms.htm

***Web addresses active as of June 2006**

Project Wage Rate Sheet

U.S. Department of Housing and Urban Development
Office of Labor Relations

PROJECT NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
PROJECT NUMBER:			PROJECT COUNTY:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		$
				GROUP #	BHR	TOTAL WAGE
Bricklayers			$			
Carpenters			$			$
Cement Masons			$			$
Drywall Hangers			$			$
Electricians			$			$
Iron Workers			$			$
Painters			$	OPERATORS FRINGE BENEFITS:		$
Plumbers			$	GROUP #	BHR	TOTAL WAGE
Roofers			$			$
Sheet Metal Workers			$			$
Soft Floor Layers			$			$
Tapers			$			$
Tile Setters			$	TRUCK DRIVERS FRINGE BENEFITS:		$
OTHER CLASSIFICATIONS				GROUP #	BHR	TOTAL WAGE
			$			$
			$			$
			$			$

ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)

WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL
			$		
			$		
			$		
			$		

form HUD-4720
(03/2004)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

A-6

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 619.881

U.S. Department of Housing and Urban Development
Office of Labor Relations
Washington, DC 20410

Official Business
Penalty for Private Use $300

Return Service Requested

STANDARD MAIL
POSTAGE & FEES PAID
HUD
Permit No. G-795

Labor Relations Desk Guide
LR01.DG

EQUAL HOUSING OPPORTUNITY

GPO U.S. GOVERNMENT PRINTING OFFICE: 2005-321-332

4812

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: _____

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
___10%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SCHEDULE OF VALUES
ACEVEDO SUBDIVISION UNIT NO. 4 CONTRACT NO.: C-CAP-12-138-07-24

Item	Code	Item Description	Unit		Acevedo Subd. Unit 4 Daniel Road CSJ#2C-1080-014	Acevedo Subd. Unit 4 1st Street CSJ#2C-1080-014	Acevedo Subd. Unit 4 2nd Street CSJ#2C-1080-014	Acevedo Subd. Unit 4 3rd Street CSJ#2C-1080-014	Acevedo Subd. Unit 4 4th Street CSJ#2C-1080-014			
		PAVING										
100		Preparing ROW	STA		15.79	3.89	3.89	3.89	3.89	31.35	$1,000.00	$31,350.00
247		8" Flex Base (Compl In Place) (TY E, GR4)	SY		4922	1211	1211	1211	1211	9,766.00	$6.00	$58,596.00
251		Rewrking BS Matl (DC) (TY D CL6)	SY		4922	1211	1211	1211	1211	9,766.00	$3.50	$34,181.00
310		ASPH Matrl (MC-30)	GAL		985	243	243	243	243	1,957.00	$4.25	$8,317.25
340		ASPH Conc (TY D) (1 1/2")	SY		4219	1038	1038	1038	1038	8,371.00	$8.45	$70,734.95
502		Barricades, Signs and Traffic Handling	MO		1.0	0.50	0.50	0.50	0.50	3.00	$1,500.00	$4,500.00
530		Turnouts (ASPH-CONC-PAV)(PB-2)	SY		60	30	30	30	30	180.00	$20.00	$3,600.00
5249		Temp Sedmt Cont Fence	LF		380	180	180	130	170	1,040.00	$3.00	$3,120.00
5249		Temp Sedmt Cont Fence (Remove)	LF		380	180	180	130	170	1,040.00	$1.00	$1,040.00
		Relocate Mail Boxes	Lump Sum		1					1.00	$800.00	$800.00
		DRAINAGE										
530		Driveway (ASPH-CONC-PAV) (PB-1)	SY		714	210	230	46	200	1,400.00	$25.00	$35,000.00
530		Driveway (Concrete 3000 PSI)	SY		260	140	265	222	75	962.00	$35.00	$33,670.00
556		15" ADS Culvert Pipe	LF		760	340	355	230	285	1,970.00	$20.00	$39,400.00
556		18" RCP Culvert Pipe	LF		420	0	0	0	0	420.00	$30.00	$12,600.00
556		Safety End Treatment	EA		12	0	0	0	0	12.00	$800.00	$9,600.00
					$171,755.80	**$44,218.35**	**$49,393.35**	**$40,588.35**	**$40,553.35**	**TOTAL ESTIMATE**		**$346,509.20**

Form 252 (Rev. 12/02)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1998

Exhibit E-F

Colonia Testing Requirements

ACEVEDO SUBDIVISION UNIT NO. 4

County Name
Hidalgo County

Material	Test	Description	Required	Remarks	CS.I#	CS.I#	CS.I#	CS.I#	CS.I#	CS.I#	CS.I#	CS.I#	CS.I#	CS.I#	CS.I#
Subgrade	Tex-101-E Part III	Pulverization	No												
	Tex-113	Moist. Density Curve	Yes												
	Tex-115-E	In-place Density	Yes												
		Thickness	Yes												
	Tex-104-E	Determining Liquid Limit of Soils	Yes												
	Tex-105-E	Determining Plastic Limit of Soils	Yes												
Flex Base	Tex-101-E	Preparing Soils and Flex Bases	No												
	Tex-106-E	Calculating the Plasticity Index	Yes												
	Tex-107-E	Linear Shrinkage	No												
	Tex-110-E	Particle Size Analysis	Yes												
	Tex-113-E	Moisture Density Relationship of Base Materials (Includes Lime)	No												
	Tex-116-E	Wet Ball Mill Method Tex	No												
	Tex-1174	Triaxial Compression for Base Material (Includes Lime)	No												
	Tex-115-E	In-place Density	Yes												
		Thickness	Yes												
EN-1															
	IAW ASTM 4609														
	Tex-103-E														
	Tex-114-E														
	TexDOT 121 E														
	ASTM D 4548														
	ASTM D 1587														
	Tex115-E														
Hot Mix	Tex-207-F	Determining Density of of Compacted Bituminous Mixtures	Yes												
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	No												
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction	No												
	Tex-226-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method	No												
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure	No												
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method	No												
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures	No												
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures	No												
	Tex-213-E	Determining Hydrocarbon - Volatile Content of Bituminous Mixtures	No												
		Thickness	Yes		4										

Engineer Signature: _____

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe	7301 W. Exp. 83 Mission, TX 78572	(956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

DRAFT

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

Exhibit E-I

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-K

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
			O											
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			O											
			S											

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 154 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Exhibit E-K

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.881

Exhibit E-K

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

_____ Contractor Name

_____ Starting Date

_____ Project Ending Date

_____ Retainage Percent

Summary					
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
	TOTALS:	$ -	$ -	$ -	$ -

Application No. _____

Application Date: _____

Period To: _____

Engineer Firm _____

Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -

Contractor Name
Starting Date
Project Ending Date
Engineer's / County Project Description

Application No.:
Application Date:
Period To:
Engineer's / County Project No.:

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	6" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-			-			-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-O

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Precinct Logo

Texas Department of Transportation

Your Tax Dollars at Work
Hidalgo County Pct 3

Joe M. Flores, Commissioner
Border Colonia Access Program

In Partnership with Texas Department of Transportation

Acevedo Subdivision Unit No. 4

Hidalgo County Commissioner's Court

Ramon Garcia	– County Judge
Joel Quintanilla	- Commissioner Pct #1
Hector "Tito" Palacios	- Commissioner Pct #2
Joe M. Flores	- Commissioner Pct #3
Joseph Palacios	- Commissioner Pct #4

Project Contractor: 2GS, LLC

Project Engineer: Javier Hinojosa Engineering

Acevedo No[illegible] Subdivision
CSJ: 3[illegible]080014
Cost Breakdown
Precinct 3

Item No.	Bid Item No.	Item Description	Unit	Original Contract Amounts: Original Quantities	Original Rates	Amount Bid	Chan: Revised Rates
		ROADWAY					
1	100	Preparing ROW	STA	31.35	$1,000.00	$31,350.00	✓
2	247	Flex Base (Complete in Place) TY "E" GR4 (8")	CY	9766	$6.00	$58,596.00	✓
3	251	Reworking Flex Material (DC) (TY D CLII)	SY	9766	$3.50	$34,181.00	✓
4	310	Prime Coat (MC-30)	GAL	1957	$4.25	$8,317.25	✓
5	340	Asph Conc ACP Surface (TY "D") (1.5")	SY	8371	$8.45	$70,734.95	✓
6	502	Barricades, Signs and Traffic Handling	MO	3	$1,500.00	$4,500.00	✓
7	530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	SY	180	$20.00	$3,600.00	✓
9		Relocate Mail Boxes	LS	1	800	$800.00	✓
		SubTotal Base Bid →				**$212,079.20**	✓
		DRAINAGE					
1	464	15" ADS Culvert Pipe	LF	1970	$ 20.00	$39,400.00	✓
2	464	RCP (CL III) (18")	LF	420	$30.00	$12,600.00	✓
3	467	Safety End Treatment (Pre-Cast) (Ty II) (18") RCP) (1:6)	EA	12	$800.00	$9,600.00	✓
4	506	Temp Sedmt Cont Fence (Install)	LF	1040	$3.00	$3,120.00	✓
5	506	Temp Sedmt Cont Fence (Remove)	LF	1040	$1.00	$1,040.00	✓
6	530	Driveways (Asphalt, Concrete, Pavement)	SY	1400	$25.00	$35,000.00	✓
7	530	Driveways (Concrete)	SY	962	$35.00	$33,670.00	✓
		SubTotal Drainage →				**$134,430.00**	✓
		GrandTotal Roadwork Base Bid and Drainage →				**$346,509.20**	✓

Project Length: (LF)	3135	
Cost Per Linear Feet @ $500K/mile:	$ 94.70	
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$ 296,884.50**	
Roadwork Allocation (Eng, Road Const and Contingency):	**$ 282,198.55**	
Allowed Increase:	**$ 14,685.95**	**Amt Inc.: $ 70,549.64**

Road Construction Allocation:	$ 209,711.50	*
Possible 25% Transfer In Other Projects:	$ -	
Contingency Transfer In:	$ 2,367.70	
Total Allocation, 25% Transfer and Contingency Transfer	$ 212,079.20	
Low Base Bid Roadwork	$212,079.20	
Overrun/Underrun	$0.00	

Drainage Allocation:	$ 145,460.00
Transfer In: Other Projects	
Total Allocation and Transfer	$145,460.00
Drainage Cost:	$134,430.00
Overrun/Underrun	$11,030.00

* Expense report dated 07.11.2012

AI-33938 **Purchasing Department 19. G. 1.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority/approval to enter into 36 month service with Time Warner Cable Business Class an awarded vendor through our membership/participation with (DIR) Department of Information Resources contract # DIR-TEX-AN-NG-CTSA-008 for Fiber Ethernet Connection to 3003 E. Mile, Weslaco, TX (new Serriff's Office Substation-Weslaco) for a one time installation charge of $840.00 and $308.00 monthly charge for each of two (2) 10m Ports.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Funding pending approval of LIT (AI# 33947 9-11-12).
Object Code 431 & 534, $840 & $2,464 respectively.

Requisition# 222120 for Time Warner Cable

Attachments

33938 twc n so

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/29/2012 05:12 PM
Budget & Management	Merlen P. Munoz	08/30/2012 08:29 AM
Manuel Chapa	Manuel Chapa	08/30/2012 10:23 AM
Yvette Islas	Yvette Islas	08/30/2012 10:54 AM
Manuel Chapa	Manuel Chapa	08/30/2012 11:37 AM
Auditor's Office	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Yvette Islas Started On: 08/29/2012 02:21 PM

Final Approval Date: 09/07/2012

Remedy Work Order
DIR USE ONLY

TSR

STATE OF TEXAS - DEPARTMENT OF INFORMATION RESOURCES - TELECOMMUNICATIONS DIVISION
P.O. BOX 13564, AUSTIN, TX 78711-3564

Metro Ethernet Circuit Order Form

After completing the form, save as a MS Word file and send the form as an e-mail attachment to: telecom.solutions@dir.texas.gov
Please call 877-472-4848 option 4 for assistance.

BEFORE Ordering Service please go to:
http://www.dir.texas.gov

1) Search products and Services
2) Type in Tex-AN NG in the search field in contract number field to pull up all of our current contracts

☒ **I accept the terms and conditions represented in one of the Customer Service Agreements sited above. Please note, we cannot place or process orders with any vendor unless this box is checked.**

1) AGENCY INFORMATION

Agency Name: **Hidalgo County Sheriffs Office** Agency Code:

Division Name: **Shefiffs Weslaco Substation** Division Code: *000 is the default Division Code.*

Order Submitted By: **Mike Garza**

Phone Number: **956-457-4862** ext. E-mail: **michael.garza@hidalgoso.org**

Date of this Request: **07/26/2012** (mm/dd/yyyy) **Requested Due Date:** **11/26/2012** (mm/dd/yyyy)

Expedite Request: ☐ YES ☒ NO *(If yes, customer agrees to pay expedite charges.)*

2) TYPE OF REQUEST

☒ Install New Circuit ☐ Disconnect Circuit ☐ Change Circuit

For a change or a disconnect, a CKR and/or circuit identifier is required: CKR Circuit identifier

If a change is requested, please explain change

3) PROVIDER AND PRICING

Provider *(select one)*:
☐ AT&T DIR-TEX-AN-NG-CTSA-005 (24 month term) ☐ TW Telecom DIR-TEX-AN-NG-CTSA-006
☐ Level 3 DIR-TEX-AN-NG-CTSA-007 ☒ Time Warner Cable DIR-TEX-AN-NG-CTSA-008

Pricing *(select one)*: ☒ TEX-AN NG ☐ HB 2128 ☐ ISG

Term agreement *(in months)*: **36**

4) CIRCUIT INFORMATION

Port Speed: *Select one*: ☐ 1.5M ☐ 2M ☐ 4M ☐ 5M ☐ 8M ☒ 10M ☐ 20M ☐ 30M ☐ 40M ☐ 50M ☐ 60M
☐ 70M ☐ 80M ☐ 90M ☐ 100M ☐ 200M ☐ 300M ☐ 400M ☐ 500M ☐ 600M ☐ 1 G
Other

5) REMARKS provide any special requests and additional information.

Notes: Time Warner Cable will provision a full Gigabit Ethernet PORT and 200 Mb CIR at (Hub) with a Layer 2 ADVA 825 Switch at the customer premise. Space and power will be needed for the switch and UPS. The handoff will be a RJ45 copper connection at the customer premise. EPL (Ethernet Private Line) over Fiber.

6) MASTER LOCATION INFORMATION

Port Speed **10Mbps** Access/CIR **10**

Connection Type: ☐ Electrical ---------- ☒ Optical

Name of Location: **Hidalgo County HUB** Building Name or Number:

Street Address: **100 Closner Blvd.** City: **Edinburg**, State: TX, Zip: **78539**-

Name of Primary On-Site Contact: **Mike Garza** Primary's Phone Number: **956-457-4862**, ext.

Primary's e-Mail Address: **michael.garza@hidalgoso.org** Primary's Cell Number **956-457-4371**

Alternate's Name and Phone: **Juan DeLeon** Alternate's Cell Number **956-207-9204**

Alternate's Email Address:

7) 2nd LOCATION INFORMATION

Port Speed 1Gb Access/CIR 10Mb

Connection Type ☐ Electrical ---------- ☒ Optical

Name of Location: **New Weslaco Substation** Building Name or Number: Port Speed **10Mbps** Access/CIR **10**

Connection Type: ☐ Electrical ---------- ☒ Optical

Name of Location: Hidalgo County Sheriff's Office Building Name or Number: Administration Rm. 322

Street Address: 3003 E. Mile 11 City: Weslaco, State: TX, Zip: 78569-

Name of Primary On-Site Contact: Mike Garza Primary's Phone Number: 956-457-4862, ext.

Primary's e-Mail Address: michael.garza@hidalgoso.org Primary's Cell Number 956-457-4371

Alternate's Name and Phone: Juan DeLeon Alternate's Cell Number 956-207-9204

Alternate's Email Address:

Yvette Islas

From: Gaylor, Walter [Walter.Gaylor@dir.texas.gov]
Sent: Tuesday, August 28, 2012 1:46 PM
To: yvette.islas@co.hidalgo.tx.us
Subject: TWC contract

Yvette,

There is no contract for TW Cable service between Hidalgo County and TW Cable. The master contract that Hidalgo County is purchase service under is between DIR and TW Cable.

Let me know if you need any more information, I am also including the link that has the TW Cable contract with DIR.

http://www.dir.texas.gov/cts/texan/Pages/Contract-DIR-Tex-AN-NG-CTSA-008.aspx/cts/texan/Pages/Contract-DIR-Tex-AN-NG-CTSA-008.aspx

Walter

Walter J Gaylor Jr
Solutions Design
Communications Technology Services Division
1001 West North Loop
Austin, TX 78756
Phone: 512-475-0855 or 877.472.4848 option 4
Fax: 512-463-3304
Email: Walter.Gaylor@dir.texas.gov

Visit us on our website http://www.dir.texas.gov

Service Catalog https://c3.dir.texas.gov/catalog/
In an effort to assess the quality of our service; we at DIR are seeking assistance from our customers. Please help us to better serve you by taking a minute to fill out our online Telecom Survey Form.https://www.surveymonkey.com/s/XPDLJQ8

Thank you for your help!

PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)

Cost Recovery Fee = 12%

INTERNET FIBER PRICING				
Access Rate	MRC	MRC Description	NRC	NRC Description
1.5m	$168.00	Internet Access	$560.00	Installation Charge
10m	$582.40	Internet Access	$840.00	Installation Charge
20m	$952.00	Internet Access	$840.00	Installation Charge
30m	$1,176.00	Internet Access	$840.00	Installation Charge
40m	$1,400.00	Internet Access	$840.00	Installation Charge
50m	$1,624.00	Internet Access	$840.00	Installation Charge
60m	$1,848.00	Internet Access	$840.00	Installation Charge
70m	$2,072.00	Internet Access	$840.00	Installation Charge
80m	$2,296.00	Internet Access	$840.00	Installation Charge
90m	$2,520.00	Internet Access	$840.00	Installation Charge
100m	$2,744.00	Internet Access	$840.00	Installation Charge
200m	$4,032.00	Internet Access	$840.00	Installation Charge
300m	$5,286.40	Internet Access	$840.00	Installation Charge
400m	$6,540.80	Internet Access	$840.00	Installation Charge
500m	$7,616.00	Internet Access	$840.00	Installation Charge
1Gig	$11,200.00	Internet Access	$840.00	Installation Charge
10Gig	ICB	Internet Access	ICB	Installation Charge
Pricing above is applicable to on-net buildings, off-net will be priced on an ICB				
MRC includes cost of equipment required for services and maintainence.				
Term commitment for this service is a minimum of 12 months.				
Term commitment for ICB service is a minimum of 12 months, but will not exceed 36 months.				

INTERNET DOCSIS PRICING				
Access Rate	MRC	MRC Description	NRC	NRC Description
10Mbps x 1 Mbps	$110.82	Internet Access, High Speed Data, includes 1 static IP	$200.00	Installation Charge
15 Mbps x 2 Mbps	$241.86	Internet Access, High Speed Data, includes 1 static IP	$200.00	Installation Charge
35 Mpps x 5 Mbps	$322.56	Internet Access, Wideband, includes 5 static IPs	$200.00	Installation Charge
50 Mbps x 5 Mbps	$388.08	Internet Access, Wideband, includes 5 static IPs	$200.00	Installation Charge
MRC includes cost of equipment required for services and maintainence.				
Term commitment for this service is a minimum of 12 months.				

PRICING WITHOUT DIR COST RECOVERY FEE (CRF)
(PRICE TO DIR)

INTERNET FIBER PRICING				
Access Rate	MRC	MRC Description	NRC	NRC Description
1.5m	$150.00	Internet Access	$500.00	Installation Charge
10m	$520.00	Internet Access	$750.00	Installation Charge
20m	$850.00	Internet Access	$750.00	Installation Charge
30m	$1,050.00	Internet Access	$750.00	Installation Charge
40m	$1,250.00	Internet Access	$750.00	Installation Charge
50m	$1,450.00	Internet Access	$750.00	Installation Charge
60m	$1,650.00	Internet Access	$750.00	Installation Charge
70m	$1,850.00	Internet Access	$750.00	Installation Charge
80m	$2,050.00	Internet Access	$750.00	Installation Charge
90m	$2,250.00	Internet Access	$750.00	Installation Charge
100m	$2,450.00	Internet Access	$750.00	Installation Charge
200m	$3,600.00	Internet Access	$750.00	Installation Charge
300m	$4,720.00	Internet Access	$750.00	Installation Charge
400m	$5,840.00	Internet Access	$750.00	Installation Charge
500m	$6,800.00	Internet Access	$750.00	Installation Charge
1Gig	$10,000.00	Internet Access	$750.00	Installation Charge
10Gig	ICB	Internet Access	ICB	Installation Charge
Pricing above is applicable to on-net buildings, off-net will be priced on an ICB				
MRC includes cost of equipment required for services and maintainence.				
Term commitment for this service is a minimum of 12 months.				
Term commitment for ICB service is a minimum of 12 months, but will not exceed 36				

INTERNET DOCSIS PRICING				
Access Rate	MRC	MRC Description	NRC	NRC Description
10Mbps x 1 Mbps	$98.95	Internet Access, High Speed Data, includes 1 static IP	$200.00	Installation Charge
15 Mbps x 2 Mbps	$215.95	Internet Access, High Speed Data, includes 1 static IP	$200.00	Installation Charge
35 Mpps x 5 Mbps	$288.00	Internet Access, Wideband, includes 5 static IPs	$200.00	Installation Charge
50 Mbps x 5 Mbps	$346.50	Internet Access, Wideband, includes 5 static IPs	$200.00	Installation Charge
MRC includes cost of equipment required for services and maintainence.				
Term commitment for this service is a minimum of 12 months.				

PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)

Cost Recovery Fee = 12%

METRO ETHERNET PRICING		
Access	**MRC**	**NRC**
1.5m Port	$196.00	$560.00
2m Port	$196.00	$560.00
5m Port	$224.00	$840.00
10m Port	$308.00	$840.00
20m Port	$392.00	$840.00
30m Port	$476.00	$840.00
40m Port	$560.00	$840.00
50m Port	$672.00	$840.00
60m Port	$756.00	$840.00
70m Port	$840.00	$840.00
80m Port	$924.00	$840.00
90m Port	$1,008.00	$840.00
100m Port	$1,176.00	$840.00
200m Port	$1,456.00	$840.00
300m Port	$1,904.00	$840.00
400m Port	$2,240.00	$840.00
500m Port	$2,576.00	$840.00
1Gig Port	$5,152.00	$840.00
10Gig Port	ICB	ICB
Pricing above is applicable to on-net buildings, off-net will be priced on an ICB		
Term commitment for this service is a minimum of 12 months, but will not exceed 36 months.		

PRICING WITHOUT DIR COST RECOVERY FEE (CRF)
(PRICE TO DIR)

METRO ETHERNET PRICING		
Access	**MRC**	**NRC**
1.5m Port	$175.00	$500.00
2m Port	$175.00	$500.00
5m Port	$200.00	$750.00
10m Port	$275.00	$750.00
20m Port	$350.00	$750.00
30m Port	$425.00	$750.00
40m Port	$500.00	$750.00
50m Port	$600.00	$750.00
60m Port	$675.00	$750.00
70m Port	$750.00	$750.00
80m Port	$825.00	$750.00
90m Port	$900.00	$750.00
100m Port	$1,050.00	$750.00
200m Port	$1,300.00	$750.00
300m Port	$1,700.00	$750.00
400m Port	$2,000.00	$750.00
500m Port	$2,300.00	$750.00
1Gig Port	$4,600.00	$750.00
10Gig Port	ICB	ICB
Pricing above is applicable to on-net buildings, off-net will be priced on an ICB		
Term commitment for this service is a minimum of 12 months, but will not exceed 36 months.		

Agency Name	Hidalog County DIR-TEX-AN-CTSA-008		
Agency Number	H56	TASK #	
Date	08/07/12	Pricing by	Arturo Garcia

10 MB ETHERNET	TW Cable Fiber Metro Ethernet			
Itemized Service Charges	QTY	Rate	Total Monthly Rate	Installation Charges
10 MB ETHERNET Access			$0.00	
10Mb Port 3003 E.Mile Westaco Tx	1	$308.00	$308.00	
10Mb Port 100 Closner Blvd Edinburg	1	$308.00	$308.00	$840.00
Total			$616.00	$840.00

Pricing subject to change without notice.

8/9/2012

AI-34049 **Closed Session 21. C.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Carlos Rodriguez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 10:35 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Aida Alvarez Started On: 09/05/2012 10:21 AM

Final Approval Date: 09/07/2012

AI-34050 **Open Session 22. C.**

CC REGULAR

Meeting Date: 09/11/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Carlos Rodriguez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/05/2012 10:36 AM
Purchasing Department	Monica Badillo	09/07/2012 05:33 PM

Form Started By: Aida Alvarez Started On: 09/05/2012 10:22 AM

Final Approval Date: 09/07/2012