AI-37112 **Comm. Court Executive Office 5. C.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Elections Department:
Requesting permission to advertise/hire for the following:

Position	Slot #	Salary
GIS Operator Assistant	0133	$30,342.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

Funds budgeted for within corresponding slots/positions.

Attachments

req

Form Review

Form Started By: Monica Badillo Started On: 02/26/2013

Final Approval Date: 02/22/2013

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
FEB - 8 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Elections Department

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE GIS Operator Assistant

☒ NEW POSITION OR REPLACEMENT FOR: Jose Isaac Longoria EMPLOYEE NO 188395

DEPT NO 0130 POSITION/SLOT NO 0133

ADVERTISED SALARY: $27,985 - $30,342 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: _____

WORK LOCATION / HOURS: Hidalgo County Elections Department, 101 South 10th Avenue, Edinburg, TX 78539, Monday - Friday 8am-5pm unless otherwise required by elections.

CONTACT PERSON: Amanda Valdez EXTENSION / PHONE NO: 5731

Yvonne Ramon
Department Head or Elected Official

02/06/2013
Date

FUNDS AVAILABLE: YES____ NO____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: _____

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

GIS OPERATOR ASSISTANT

GRADE: 07

GENERAL DESCRIPTION

Under general supervision, performs varied data entry and manipulation to create, maintain, display and update a comprehensive geographic information system including production of accurate maps and other representations of the data; Assists GIS Operator to coordinate the development, operation and maintenance of Department's geographical information system (GIS) inventory and geo-database.

EXAMPLES OF WORK PERFORMED

Enters and manipulates information in the geographic information system

Researches source records and documents

Creates and modifies data files by entering electronically converted data into appropriate database system

Researches and interprets source documentation, including correspondence, legal documents, construction plans and other specific discipline related technical writing

Ensures compliance with all applicable standards, statutes and ordinances

Makes manual and/or visual checks of preliminary data and final product to ensure quality control of all data entering the system

Produces maps, plots, graphic simulation and manuscript data as requested

Produces special graphic layouts, combining various data form various sources to produce complex plots using GIS applications

Maintains accurate records and documentation of work performed

Operates and maintains electrostatic and design jet plotters

Makes simple adjustments for maintenance or repair of equipment

Attends training and applies new techniques as they are implemented

Performs or participates with others to perform technical repair services of computers, printers, terminals and networking devices

Required to travel to various points around Hidalgo County to pick up and deliver or field service equipment

Assists or provides cable-pulling and termination services as required

Good troubleshooting and repair techniques

Reads electronic schematics and makes necessary repairs with minimum supervision

Assist GIS Operator in the determination of IT and GIS standards for Department, and any required modifications

Assist GIS Operator in collecting and/or incorporate field data using GPS

Research and/or obtain land data records, analyze and incorporate as a data source for GIS-related data files

Assist GIS Operator to manipulate and integrate raw data (coverage's, shape files, CAD files, satellite imagery) into GIS

Create and enhance GIS-based tools

Generate map compositions and respond to special IT and GIS requests

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years experience related to the job; Graduation from a high school or equivalent; 40 hours of college coursework in the area of computer field preferred; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of terminology related to geographic information systems including legal descriptions, cartography, engineering, construction plans, and aerial and orthophotography

Skill in establishing and maintaining effective working relationships with those contacted during the course of work

Ability to read and interpret surveys, legal descriptions, cartography, engineering documents, construction plans, and aerial and orthophotography

Ability to read and explain applicable laws and regulations

Ability to read and interpret land development related records and documents

Ability to produce maps and other representations of spatial data

Ability to understand oral and written directions

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

GIS OPERATOR ASSISTANT

GRADE: 07

GENERAL DESCRIPTION

Under general supervision, performs varied data entry and manipulation to create, maintain, display and update a comprehensive geographic information system including production of accurate maps and other representations of the data; Assists GIS Operator to coordinate the development, operation and maintenance of Department's geographical information system (GIS) inventory and geo-database.

EXAMPLES OF WORK PERFORMED

Enters and manipulates information in the geographic information system

Researches source records and documents

Creates and modifies data files by entering electronically converted data into appropriate database system

Researches and interprets source documentation, including correspondence, legal documents, construction plans and other specific discipline related technical writing

Ensures compliance with all applicable standards, statutes and ordinances

Makes manual and/or visual checks of preliminary data and final product to ensure quality control of all data entering the system

Produces maps, plots, graphic simulation and manuscript data as requested

Produces special graphic layouts, combining various data form various sources to produce complex plots using GIS applications

Maintains accurate records and documentation of work performed

Operates and maintains electrostatic and design jet plotters

Makes simple adjustments for maintenance or repair of equipment

Attends training and applies new techniques as they are implemented

Performs or participates with others to perform technical repair services of computers, printers, terminals and networking devices

Required to travel to various points around Hidalgo County to pick up and deliver or field service equipment

Assists or provides cable-pulling and termination services as required

Good troubleshooting and repair techniques

Reads electronic schematics and makes necessary repairs with minimum supervision

Assist GIS Operator in the determination of IT and GIS standards for Department, and any required modifications

Assist GIS Operator in collecting and/or incorporate field data using GPS

Research and/or obtain land data records, analyze and incorporate as a data source for GIS-related data files

Assist GIS Operator to manipulate and integrate raw data (coverage's, shape files, CAD files, satellite imagery) into GIS

Create and enhance GIS-based tools

Generate map compositions and respond to special IT and GIS requests

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years experience related to the job; Graduation from a high school or equivalent; 40 hours of college coursework in the area of computer field preferred; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of terminology related to geographic information systems including legal descriptions, cartography, engineering, construction plans, and aerial and orthophotography

Skill in establishing and maintaining effective working relationships with those contacted during the course of work

Ability to read and interpret surveys, legal descriptions, cartography, engineering documents, construction plans, and aerial and orthophotography

Ability to read and explain applicable laws and regulations

Ability to read and interpret land development related records and documents

Ability to produce maps and other representations of spatial data

Ability to understand oral and written directions

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI-37043 **Comm. Court Executive Office 5. D.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Human Resources (1100):
Requesting permission to advertise and hire for the following vacant positions:

Position	Slot #	Salary
Human Resources Specialist I	007	$ 29,078.00
Administrative Assistant III	012	$32,769.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-50-190-002-0-XXX

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

BUDGETARY IMPACT:

Funds budgeted for within corresponding slots/positions.

Attachments

revised reqs

Form Review

Form Started By: Sylvia Rios Started On: 02/26/2013

Final Approval Date: 02/22/2013

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
FEB 12 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Human Resources

ANNOUNCE VACANCY USING (check one box)

X☐ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Human Resources Specialist I

☐ NEW POSITION OR REPLACEMENT FOR: Nelda Guerra EMPLOYEE NO _____

DEPT NO 190 POSITION/SLOT NO 007

ADVERTISED SALARY: $27,276.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See attached job description

WORK LOCATION / HOURS: 208 West Cano, Edinburg
8:00 am - 5:00 pm Monday thru Friday

CONTACT PERSON: Esther A. Cortez/ Sylvia Rios EXTENSION / PHONE NO: 318-2660

Esther A Cortez
Department Head or Elected Official

2/13/2013
Date

FUNDS AVAILABLE: YES ✓ NO ____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: $ 29,078.00

BUDGETED OTHER ALLOWANCES: _____

Sylvia Rios 02.12.13
APPROVED HR ~~CHIEF OF STAFF~~ Designee / DATE

Esther A Cortez
APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

HUMAN RESOURCES SPECIALIST I

GRADE: 06

GENERAL DESCRIPTION

Performs entry-level human resources management work. Work involves assisting in the administration of a human resources management program and ensuring compliance with state and federal laws and regulations; Works under close supervision, with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Coordinates the administrative processing of newly hired and terminating employees

Coordinates the administration and scoring of employment tests

Reviews, processes, and recommends human resources actions, ensuring conformity with agency, state, and federal regulations

Studies staffing needs and problems, recommending action as appropriate

Interviews applicants, evaluates their qualifications, and refers those qualified to the proper hiring authorities

Assists in the planning, development, and implementation of human resources policies and procedures

May analyze organizational methods, evaluate jobs, and prepare and revise job descriptions

May prepare and conduct new employee orientation

May counsel employees on medical insurance or workers' compensation matters and process the related paperwork

May process employee grievances and their resolution

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) Year Experience in human resources management work. Graduation from an accredited four-year college or university with major course work in human resources

management, business or public administration, or a related field is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of the principles and practices of human resources management

Skill in conducting interviews

Ability to evaluate applicant qualifications, to analyze job requirements, to prepare and revise job descriptions, to explain policies and procedures to staff and the public, and to train others

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
FEB 12 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Human Resources

ANNOUNCE VACANCY USING (check one box)

☒ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Administrative Assistant III

☒ NEW POSITION OR REPLACEMENT FOR: _____ EMPLOYEE NO _____

DEPT NO 190 POSITION/SLOT NO 012

ADVERTISED SALARY: $31,815.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See attached job description

WORK LOCATION / HOURS: 208 West Cano, Edinburg
8:00 am - 5:00 pm Monday thru Friday

CONTACT PERSON: Esther A. Cortez/ Sylvia Rios EXTENSION / PHONE NO: 318-2660

Esther A. Cortez
Department Head or Elected Official

Date

FUNDS AVAILABLE: YES ✓ NO ____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: $32,769.00

BUDGETED OTHER ALLOWANCES: _____

Sylvia Rios 02.19.13
APPROVED HR ~~CHIEF OF STAFF~~ Designee / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

ADMINISTRATIVE ASSISTANT III

GRADE: 08

GENERAL DESCRIPTION

Employee performs complex administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries regarding rules, regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Assists in the development of administrative or technical assistance policies and procedures

May coordinate work between organizational units of the agency

May assist in compiling and analyzing data, making calculations, and preparing reports

May assist in the preparation of presentations for administrative hearings

May research, compose, design, or edit agency publications such as brochures, forms, and manuals

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in administrative support work. Graduation from a junior college with an Associate's degree in administrative support preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

Ability to implement administrative procedures and to evaluate their effectiveness; to interpret rules, regulations, policies, and procedures; to communicate effectively, to train others; and to supervise the work of others

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI-37180 **Comm. Court Executive Office 5. E.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Library Interlocal Agreements between Hidalgo County and the following cities: Alamo, Donna, Edinburg, Elsa, Hidalgo, La Joya, McAllen, Mercedes, Mission, Penitas, Pharr, San Juan and Weslaco

BACKGROUND

Alamo Agreement has been attached. (all agreements are the same; just different cities)

Acct. # 3-1100-455-00-125-024-0-841
Reqs. #232110, 232114, 232115, 232116, 232117, 232134, 232118, 232137, 232124, 232138, 232128, 232130, 232132

Attachments

agenda
minutes
interlocal
1st pg each city

Form Review

Form Started By: Monica Badillo Started On: 02/26/2013

Final Approval Date: 02/22/2013

THE HIDALGO COUNTY LIBRARY SYSTEM

The Hidalgo County Library System

121 E Cherokee
Pharr, Texas
Phone: (956) 787-3966
Fax: (956) 787-5410

HCLS President/County Librarian:
Adolfo Garcia, Director– Pharr Memorial Library

HCLS Vice President:
Letty Leija, Director – Dustin Michael Sekula Memorial Library

HCLS Secretary:
Armandina Sesín - San Juan Library Director

HCLS Technology Analyst:
Jaime Cardoza – Dustin Michael Sekula Memorial Library

The Hidalgo County Library System
http://www.hcls.lib.tx.us

HCLS is a federated system of Independent Public Libraries in Hidalgo County.

SGT Fernando de la Rosa Memorial Library
416 N. Tower Rd.
Alamo, Texas 78516
(956) 787-6160

Donna Public Library
301 South Main
Donna, Texas 78537
(956) 464-2221

Dustin Sekula Memorial Library
1906 South Closner
Edinburg, Texas 78539
(956) 383-6246

Elsa Public Library
711 North Hidalgo Street
Elsa, Texas 78543
(956) 262-3061

Hidalgo Public Library
710 East Texano
Hidalgo, Texas 78557
(956) 843-2093

La Joya Municipal Public Library
925 South Leo
La Joya, Texas 78560
(956) 581-4533

McAllen Public Library
4001 N. 23rd St
McAllen, Texas 78504
(956) 681-3000

Dr. Hector P Garcia Memorial Library
434 South Ohio
Mercedes, Texas 78570
(956) 565-2371

Speer Memorial Library
801 East 12th Street
Mission, Texas 78572
(956) 580-8750

Pharr Memorial Library
121 East Cherokee St.
Pharr, Texas 78577
(956) 787-3966

San Juan Memorial Library
1010 South Standard
San Juan, Texas 78589
(956) 702-0926

Mayor Joe V Sanchez Public Library
525 South Kansas
Weslaco, Texas 78596
(956) 968-4533

Peñitas Public Library
1111 Main St
Peñitas, Texas
(956) 583-5656

HCLS News - Upcoming WORKSHOPS and BOARD MEETING 01/24/13

Dear One and All:

Attached is our regular called HCLS meeting agenda. Our meeting will be hosted by the Sgt. Fernando de la Rosa Memorial Library, Alamo,TX. As always, consider this your official invitation. If you need directions please call the Alamo Library at 956-787-6160.

At our December Meeting: LightSpeed & Britannica Digital Presentations

Agenda

BOARD MEETING

DATE: Thursday January 24, 2013
SCHEDULE AND AGENDA DETAIL

TIME: 9:30 am -10:00 am Registration/Informal Discussion
10:00 am-10:45 am TMC, Dolores Gomez
10:45 am-11:15am Patty Peña, Sunburst Digital

11:30 am-12:30 pm HCLS Board Meeting
12:45 pm- TBD Afternoon workshop

Agenda

11:30 am - 12:30 pm ***HCLS Board Meeting***
Review of Minutes
Old Business
Edinburg Invoice
New *Business*
2013 HCLS Funds Disbursement Formula
HCLS Library State report for accreditation

Adjournment
Schedule may vary depending on business.

Hidalgo County Library System
Advisory Board Meeting
Date: January 24, 2013
Location: SGT Fernando de la Rosa Memorial Library

Directors (or Representatives) Present:

Victoria Gonzalez	Alamo	**Marisol Vidales**	Mercedes
Elodia Rios	Donna	**Mayra Rocha**	Mission
Letty Leija	Edinburg	**Jenni Espinoza**	Peñitas
Hilda Molina	Elsa	**Adolfo Garcia**	Pharr
Edward Lopez	Hidalgo	**Armandina Sesín**	San Juan
Susana Villegas	La Joya	**Arnoldo Becho**	Weslaco
Kate Horan	McAllen		

Board Members Present:

Kathleen Carrizal-Frye	San Juan	**Oralia Alaniz**	San Juan
Christine Warren	Weslaco		

Others Present:

Jaime Cardoza	Edinburg	**Socorro Gracia**	Mercedes
John J. Donohue	McAllen	**Martin Mata**	Weslaco

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Call to Order Adolfo Garcia called the meeting to order at 12:35 p.m.

Minutes stand as corrected.

Old Business

Edinburg Invoice: Letty, Sekula Library Director, is waiting for the County agreement so that we can present both agreements the County and Edinburg's to our City Commission for approval.

New Business

2013 HCLS Disbursement Formula: A motion was presented, by Hidalgo Public Library Director Edward Lopez, on the allocation of County funds to be divided amongst the 13 Hidalgo County Libraries equally after paying TLC. It was seconded by Arnoldo Becho, Weslaco Public Library Director. The motion passed unanimously.

HCLS Library State report for accreditation: Some libraries in the County are going to be working with fewer funds. HCLS is on probation with the Texas State Library. Arnoldo wrote a letter addressed to the Finance Director at each city and sent this letter to all of the Library directors so that they in turn present it to the Finance
director at each city to explain the items that will fall under indirect cost like custodial personnel, janitorial supplies used at each library, etc. Stacey Malek sent each library director the information needed to meet the standards for the next state report. A discussion ensued on what we have to do to meet the MOE.

McAllen: Kate distributed a flyer about a Summer Reading Workshop and Performer Showcase to be presented at the library on February 18. An audit of the library showed that, in TLC, fines do not accrue until items are returned. They are working on addressing this issue.

Meeting adjourned at 1:15 p.m.

Addendum

Information Exchange:

Alamo: We will be expanding the library, especially the children's area and meeting room. We are offering free computer classes. We will have the Discovery Dome in February.
Donna: Business as usual.
Edinburg: Thanks to Kate for offering the workshop and to Arnold for writing the letter. Remember to sign the contract for E-Rate after 21 days of posting the form. We will have a presentation tonight on re-styling your home by Dalia Sanchez. At 6:00 p.m. On February 7th we will have Noche Bohemia with Raul and Rosy.
Elsa: Business as usual.
Hidalgo: Working on Borderfest which will take place at the State Arena on February 28th to March 3rd. Business as usual
La Joya: Business as usual.
McAllen: We are participating in the Farmers' Market.
Mercedes: we will have a technology assessment tomorrow. We just got a new copier from Dahill. In December, Socorro was named Employee of the Year.
Mission: We will be participating in the Citrus Parade.
Peñitas: Hopefully the library will be finished before or after Spring Break.
Pharr: We have Learning Pads and business as usual.
San Juan: we are going to celebrate Amelia Bedelia's 50TH Birthday. We are also going to have next week our technology assessment. In December we presented a play written by Frances, Children's Librarian titled: *The gift of Time*. The Commission will appoint new board members and reappoint existing ones for the Library Advisory Board during their first meeting in February.
Weslaco: We had a reading program for the kids and are having a good relationship with the school district. We got some funding to remove the carpet from the walls and are waiting for RFP. Asbestos testing was done in the building.
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THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF ALAMO, TEXAS

This Agreement is made effective as of this 01st day of March, 2013, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF ALAMO, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2013; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. Conflict of Applicable Law: 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 their 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 contract, the

latter shall prevail, but in such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice. Except as may be otherwise specifically provided in this Agreement, 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:

If to County: County of Hidalgo
Attention: Ramon Garcia, Hidalgo County Judge
302 W. University Dr.
Edinburg, Texas 78539

If to City: City of Alamo, Texas
Attn: City Manager
420 N. Tower Road
Alamo, Texas 78516

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 addressee or, if mailed, at such time as it is deposited in the United States mail.

11. Additional 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.

12. Successors. 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.

13. Assignment. This Agreement shall not be assignable.

14. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms

17. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. Commitment of Current Revenues Only. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this day of Mar. 01, 2013.

HIDALGO COUNTY, TEXAS

_____

Ramon Garcia, Hidalgo County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF ALAMO, TEXAS

_____

Diana Martinez, Mayor

ATTEST:

By: _____
Margot Saenz, City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

By: _____

_____, City Attorney

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF DONNA, TEXAS

This Agreement is made effective as of this 01st day of March, 2013, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF DONNA, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF EDINBURG, TEXAS

This Agreement is made effective as of this 01st day of March, 2013, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF EDINBURG, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF ELSA, TEXAS

This Agreement is made effective as of this 01st day of March, 2013, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF ELSA, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF HIDALGO, TEXAS

This Agreement is made effective as of this 01st day of March, 2013, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF HIDALGO, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF LA JOYA, TEXAS

This Agreement is made effective as of this 01st day of March, 2013, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF LA JOYA, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF MCALLEN, TEXAS

This Agreement is made effective as of this 01st day of March, 2013, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF MCALLEN, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF MERCEDES, TEXAS

This Agreement is made effective as of this 01st day of March, 2013, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF MERCEDES, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF MISSION, TEXAS

This Agreement is made effective as of this 01st day of March, 2013, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF MISSION, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF PENITAS, TEXAS

This Agreement is made effective as of this 01st day of March, 2013, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF PENITAS, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF PHARR, TEXAS

This Agreement is made effective as of this 01st day of March, 2013, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF PHARR, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF SAN JUAN, TEXAS

This Agreement is made effective as of this 05th day of March, 2013, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF SAN JUAN, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF WESLACO, TEXAS

This Agreement is made effective as of this 01st day of March, 2013, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF WESLACO, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

AI-37310 **Comm. Court Executive Office 5. F.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Valde Guerra **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

DBM - Budget Division & Executive Office (1100):

1. Approval of the following personnel actions:

Action	Dept.	Slot No.	Position Title	Budgeted Salary
Delete	DBM - Budget Division	0026	Budget Clerk I	$30,062.00
Create	Executive Office	0016	Administrative Assistant III	$36,212.00

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** See Below

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

BUDGETARY IMPACT:

DBM - Budget Division (1100):

No Budgetary Impact.

Executive Office (1100):

Funds for proposed salary and related fringe benefit expenditures for the creation of Administrative Assistant III position available from Co. Wide Adm - Contingency, pending approval of interdepartmental transfer.

Attachments

Job Description

Interdept Transfer

Revised salary schedules

Fiscal Notes

PARs

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	02/26/2013 12:36 PM

Form Started By: Sylvia Solis Started On: 02/26/2013 12:22 PM

Final Approval Date: 02/26/2013

ADMINISTRATIVE ASSISTANT III

GRADE: 08

GENERAL DESCRIPTION

Employee performs complex administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries regarding rules, regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Assists in the development of administrative or technical assistance policies and procedures

May coordinate work between organizational units of the agency

May assist in compiling and analyzing data, making calculations, and preparing reports

May assist in the preparation of presentations for administrative hearings

May research, compose, design, or edit agency publications such as brochures, forms, and manuals

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in administrative support work. Graduation from a junior college with an Associate's degree in administrative support preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

Ability to implement administrative procedures and to evaluate their effectiveness; to interpret rules, regulations, policies, and procedures; to communicate effectively, to train others; and to supervise the work of others

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

DATE: March 1, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2013
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for EXECUTIVE OFFICE

ACCOUNT NUMBER: 3-1100-41X-00-1X5-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
3-1100-415-00-115-002-0- 899	CO. WIDE ADM -	CONTINGENCY	(39,348.13)
TO			
3-1100-413-00-125-001-0- 113	EXECUTIVE OFFICE -	REG F/T EMPLOYEES	$30,246.04
3-1100-413-00-125-001-0- 211	EXECUTIVE OFFICE -	HEALTH INS	$3,477.98
3-1100-413-00-125-001-0- 212	EXECUTIVE OFFICE -	LIFE INS	$22.55
3-1100-413-00-125-001-0- 220	EXECUTIVE OFFICE -	FICA	$2,313.82
3-1100-413-00-125-001-0- 230	EXECUTIVE OFFICE -	RETIREMENT	$3,121.39
3-1100-413-00-125-001-0- 250	EXECUTIVE OFFICE -	UNEMPLOYMENT COMP	$151.23
3-1100-413-00-125-001-0- 260	EXECUTIVE OFFICE -	WORKERS' COMP	$15.12
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the salary and related fringe benefit expenditures for the creation of one (1) full-time Administrative Assistant III position, slot no. 0016, budgeted salary $36,212.00.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-413-00-125-001-0

AI - 37310

EXECUTIVE OFFICE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0005	113	ENVIRONMENTAL COMPLIANCE COORDINATOR	$76,331.00	$0.00	$76,331.00	0.03	$2,289.93	$0.00	$78,621.00	$61,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$61,800.00
0006	113	COURIER	$22,857.00	$0.00	$22,857.00	0.03	$685.71	$0.00	$23,543.00	$23,543.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,543.00
0007	112	COMMISSIONER'S COURT EXECUTIVE OFFICER	$123,534.00	$0.00	$123,534.00	0.03	$3,706.02	$0.00	$127,240.00	$127,240.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$128,740.00
0009	113	ADMINISTRATIVE ASSISTANT IV	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$38,222.00	$420.00	$0.00	$0.00	$0.00	$0.00	$38,642.00
0010	113	COMMISSIONERS' COURT ADMINISTRATOR	$63,010.00	$0.00	$63,010.00	0.03	$1,890.30	$0.00	$64,900.00	$64,900.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$66,040.00
0012	113	ENVIRONMENTAL COMPLIANCE MONITOR	$34,360.00	$0.00	$34,360.00	0.03	$1,030.80	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0013	113	ADMINISTRATIVE ASSISTANT III	$31,815.00	$0.00	$31,815.00	0.03	$954.45	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0015	113	ADMINISTRATIVE ASSISTANT V	$0.00	$49,020.00	$49,020.00	0	$0.00	$0.00	$49,020.00	$49,020.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$50,400.00
0016	**113**	**ADMINISTRATIVE ASSISTANT III**	**$0.00**	**$36,212.00**	**$36,212.00**	**0**	**$0.00**	**$0.00**	**$36,212.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$76,331.00	$85,232.00	$474,248.00		$11,670.48	$0.00	$485,918.00	$432,885.00	$4,440.00	$0.00	$0.00	$0.00	$0.00	$437,325.00

Approval to create the above highlighted full-time position.
Personnel action pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-415-14-115-001-0

AI - 37310

BUDGET & MANAGEMENT

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	BUDGET OFFICER	$90,000.00	$0.00	$90,000.00	0.03	$2,700.00	$0.00	$92,700.00	$92,700.00	$480.00	$0.00	$0.00	$0.00	$0.00	$93,180.00
0002	113	DIRECTOR BDGT MNGT DIVISION	$63,599.00	$0.00	$63,599.00	0.03	$1,907.97	$0.00	$65,507.00	$65,507.00	$420.00	$0.00	$0.00	$0.00	$0.00	$65,927.00
0003	113	DIRECTOR STRTGC PLNNNG DVSN	$63,599.00	$0.00	$63,599.00	0.03	$1,907.97	$0.00	$65,507.00	$65,507.00	$540.00	$0.00	$0.00	$0.00	$0.00	$66,047.00
0004	113	BUDGET ANALYST II	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
0005	113	PLANNING ANALYST II	$43,284.00	$0.00	$43,284.00	0.03	$1,298.52	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0006	113	PLANNING ANALYST II	$44,799.00	$0.00	$44,799.00	0.03	$1,343.97	$0.00	$46,143.00	$46,143.00	$300.00	$0.00	$0.00	$0.00	$0.00	$46,443.00
0007	113	BUDGET ANALYST II	$44,799.00	$0.00	$44,799.00	0.03	$1,343.97	$0.00	$46,143.00	$46,143.00	$420.00	$0.00	$0.00	$0.00	$0.00	$46,563.00
0009	113	BUDGET ANALYST I	$41,006.00	$0.00	$41,006.00	0.03	$1,230.18	$0.00	$42,236.00	$42,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,236.00
0011	113	BUDGET ANALYST I	$41,006.00	$0.00	$41,006.00	0.03	$1,230.18	$0.00	$42,236.00	$36,312.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,312.00
0012	113	COMM COURT AGENDA COORD	$39,707.00	$0.00	$39,707.00	0.03	$1,191.21	$0.00	$40,898.00	$40,898.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,558.00
0014	113	BUDGET CLERK II	$32,929.00	$0.00	$32,929.00	0.03	$988.00	$0.00	$33,917.00	$33,917.00	$420.00	$0.00	$0.00	$0.00	$0.00	$34,337.00
0015	113	BUDGET CLERK I	$30,141.00	$459.00	$30,600.00	0.03	$918.00	$0.00	$31,518.00	$31,518.00	$600.00	$0.00	$0.00	$0.00	$0.00	$32,118.00
0020	113	BUDGET CLERK II	$32,929.00	$0.00	$32,929.00	0.03	$987.87	$0.00	$33,917.00	$33,917.00	$420.00	$0.00	$0.00	$0.00	$0.00	$34,337.00
0021	113	PLANNING ANALYST I	$41,006.00	$0.00	$41,006.00	0.03	$1,230.18	$0.00	$42,236.00	$42,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,236.00
0022	113	PLANNING ANALYST I	$41,006.00	$0.00	$41,006.00	0.03	$1,230.18	$0.00	$42,236.00	$36,312.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,312.00
0023	113	PLANNING ANALYST I	$41,006.00	$0.00	$41,006.00	0.03	$1,230.18	$0.00	$42,236.00	$42,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,236.00
0024	113	BUDGET ANLAYST III	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$52,002.00	$480.00	$0.00	$0.00	$0.00	$0.00	$52,482.00
0025	113	PLANNING ANALYST III	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$52,002.00	$600.00	$0.00	$0.00	$0.00	$0.00	$52,602.00
~~0026~~	~~113~~	~~BUDGET CLERK I~~	~~$29,186.00~~	~~$0.00~~	~~$29,186.00~~	~~0.03~~	~~$875.58~~	~~$0.00~~	~~$30,062.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0029	113	BUDGET ANALYST I	$37,109.00	$0.00	$37,109.00	0.03	$1,113.27	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0030	113	ASSISTANT BUDGET OFFICER	$77,000.00	$0.00	$77,000.00	0.03	$2,310.00	$0.00	$79,310.00	$79,310.00	$900.00	$0.00	$0.00	$0.00	$0.00	$80,210.00
			$978,369.00	$459.00	$978,828.00		$29,364.97	$0.00	$1,008,194.00	$921,701.00	$6,240.00	$0.00	$0.00	$0.00	$0.00	$927,941.00

Approval to delete the above highlighted full-time position.
Personnel action pending CC approval.

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Friday, March 01, 2013** **Agenda Item:** 37310

Summary of request/proposal:
BUDGET & MANAGEMENT (1100):
Approval to delete the following full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	BUDGET CLERK I	0026	113	30,062.00	0.00	(30,062.00)
			Total:	30,062.00	0.00	(30,062.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-415-14-115-001-0-	113	BUDGET & MANAGEMENT -	REG F/T EMPLOYEES	($25,109.26)
3-1100-415-14-115-001-0-	211	BUDGET & MANAGEMENT -	HEALTH INSURANCE	($3,477.98)
3-1100-415-14-115-001-0-	212	BUDGET & MANAGEMENT -	LIFE INSURANCE	($22.55)
3-1100-415-14-115-001-0-	220	BUDGET & MANAGEMENT -	FICA	($1,920.86)
3-1100-415-14-115-001-0-	230	BUDGET & MANAGEMENT -	RETIREMENT	($2,591.28)
3-1100-415-14-115-001-0-	250	BUDGET & MANAGEMENT -	UNEMPLOYMENT COMP	($125.55)
3-1100-415-14-115-001-0-	260	BUDGET & MANAGEMENT -	WORKER'S COMP	($12.55)
			2013 Budgetary Impact	($33,260.03)

2014 Budgetary Impact: ($39,820.48)

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Friday, March 01, 2013** **Agenda Item:** 37310

Summary of request/proposal:
EXECUTIVE OFFICE (1100):
Approval to create the following full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	ADMINISTRATIVE ASSISTANT III	0016	113	0.00	36,212.00	36,212.00
			Total:	0.00	36,212.00	36,212.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-413-00-125-001-0-	113	EXECUTIVE OFFICE -	REG F/T EMPLOYEES	$30,246.04
3-1100-413-00-125-001-0-	211	EXECUTIVE OFFICE -	HEALTH INSURANCE	$3,477.98
3-1100-413-00-125-001-0-	212	EXECUTIVE OFFICE -	LIFE INSURANCE	$22.55
3-1100-413-00-125-001-0-	220	EXECUTIVE OFFICE -	FICA	$2,313.82
3-1100-413-00-125-001-0-	230	EXECUTIVE OFFICE -	RETIREMENT	$3,121.39
3-1100-413-00-125-001-0-	250	EXECUTIVE OFFICE -	UNEMPLOYMENT COMP	$151.23
3-1100-413-00-125-001-0-	260	EXECUTIVE OFFICE -	WORKER'S COMP	$15.12
			2013 Budgetary Impact	$39,348.13

2014 Budgetary Impact: $47,109.47

Possible Funding Sources: CO. WIDE ADM. - CONTINGENCY

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 27 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: BUDGET & MANAGEMENT (115-001) DATE: 2/26/2013

CURRENT POSITION TITLE: BUDGET CLERK I CURRENT SLOT #: 0026

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETION OF POSITION

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 30,062.00	$ 0.00	$ (30,062.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

DELETION OF POSITION WILL RESULT IN COST SAVINGS.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	02/26/2013 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez /efc HUMAN RESOURCES DIRECTOR	02.27.13 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	02/26/2013 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 27 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: EXECUTIVE OFFICE (125-001) DATE: 2/26/2013

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0016

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT III

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 Current G&S/ Budgeted Salary $ 36,212.00 Proposed G&S/ Budgeted Salary $ 36,212.00 Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other CO. WIDE ADM - CONTINGENCY

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Position needed for administrative management of various on-going construction / renovation projects.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	2/26/13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez /epa HUMAN RESOURCES DIRECTOR	02.28.13 Date	PERSONNEL PROCEDURES COMPLETED	[—]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	02/27/2013 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

AI-36837 **Fire Marshal's Office 5. G.**

CC REGULAR 2

Meeting Date: 03/01/2013

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 Rolando Casas, Deputy Fire Marshal to attend the 58th Texas IAAI Fire & Arson Investigators Seminar in Austin, TX, March 17-22, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-422-10-300-001-0-xxx

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

BUDGETARY IMPACT:

Funding available through requisitions: 231013, 230998 & 231016.

Attachments

58th IAAI Fire & Arson.RCassas

t-1

Form Review

Form Started By: Yolanda Orozco Started On: 02/26/2013

Final Approval Date: 02/22/2013

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: 3/17/2013 RETURN DATE: 3/22/2013

TO CITY: Austin STATE: Texas

NAME OF EMPLOYEES ATTENDING SEMINAR: Rolando Casas

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 1

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Trainings of this nature will keep me abreast of new and changing policies and procedures, thus enable me to better perform my duties as Deputy Fire Marshal for Hidalgo County.

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR: 58th Texas IAAI Fire & Arson Investigators Seminar

SPONSORED BY: TEEX

REGISTRATION CHECK PAYABLE TO: TEEX

REGISTRATION ADDRESS: 301 Tarrow

College Station, TX 77840-7896

SEMINAR START DATE: 3/17/2013

SEMINAR END DATE: 3/22/2013

PURCHSE ORDER NO.

1. REGISTRATION COST PER EMPLOYEE: $ 190.00 NO. OF EMPLOYEES ATTENDING AT THIS RATE: 1

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.: 3-1100-422-10-300-001-0-583 TOTAL NO. OF EMPLOYEES ATTENDING: 1

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . . A.	$	190.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	190.00
TOTAL 2ND PAGE (B + C + D):	$	-
GRAND TOTAL (A + B + C + D)	$	190.00

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.
Rolando Casas		105937

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

DEPARTMENT: Fire Marshal

DEPARTURE DATE: 3/17/13 RETURN DATE: 3/22/13

TO CITY: Austin STATE: TX

NAME OF EMPLOYEES ATTENDING SEMINAR: Rolando Casas

TOTALS OF EMPLOYEES ATTENDING SEMINAR: 1

B. HOTEL RESERVATION(S)

Note: Use of a travel agency 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: Omni Austin Hotel - Southpark HOTEL PHONE NO: 512-448-2222

ADDRESS OF HOTEL: 4140 Governors Row CONFIRMATION NO.(s): 40010730966

Austin, TX 78744

ROOM RATE: $ 85.00 PURCHASE ORDER NO.

NUMBER OF NIGHTS: 5 GENERAL LEDGER ACCT NO: 3-1100-422-10-300-001-0-583

ROOM RATE: TOTAL NO. OF ROOMS: 1

NUMBER OF NIGHTS:

ROOM RATE: HOTEL TAX RATE: 15.00%

NUMBER OF NIGHTS:

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 488.75

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 agency 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 NUMBE P.O. NO.

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

SUBTOTAL (B+C+D) $ 488.75

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 02/06/13
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Fire Marshal
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Rolando Casas, Deputy Fire Marshal

EVENT INFORMATION

TITLE OF EVENT: 58th Texas IAAI Fire & Arson Investigators Seminar

EVENT DATE(S) FROM: 03/17/13 TO: 03/22/13

DEPARTURE DATE: 03/17/13 RETURN DATE: 03/22/13

LOCATION OF EVENT: CITY: Austin 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.

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)	$ 190.00	
Subtotal for Object Code 584	$ 190.00	$
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	$ 488.75	
11. MEALS	$ 234.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 722.75	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 912.75	$

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.:
	2/6/13	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
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: 3/17/13 | RETURN DATE: 3/22/13

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

TO CITY: Austin | STATE: Texas

SEMINAR/CONFERENCE/MEETING: START DATE: 3/17/2013 | END DATE: 3/22/2012 | ACTUAL NO. OF DAYS -359

TITLE OF WORKSHOP/CONFERENCE: 58th Texas IAAI Fire & Arson Investigators Seminar

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. Yes

LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?

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 me abreast of new and changing polices and procedures, thus enabling me to better perform my duties as Deputy Fire Marshal 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 17-Mar	MONTH / DAY 18-Mar	MONTH / DAY 19-Mar	MONTH / DAY 20-Mar	MONTH/ DAY 21-Mar	MONTH / DAY 22-Mar	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 @ $ 0.565 (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:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 234.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 3-1100-422-10-300-001-0-583

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 (01/13)

Requisition

Req # 00231016

PO #

Date: 02/06/13

Bill To: x
x

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

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

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 58th Texas IAAI Fire & Arson Investigators Seminar, in Austin, TX, March 17-22, 2013.	39.00	234.00
		3/17/13 Depart @ 7:00 a.m. = $39.00 3/18/13 = 39.00 3/19/13 = 39.00 3/20/13 = 39.00 3/21/13 = 39.00 3/22/12 Arruved @ 7:09 p.m.= 39.00		
		Account No	Encumbrance	
		3-1100-422-10-300-001-0-583	234.00	
			Freight	.00
			Total	234.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00231013

PO #

Date: 02/05/13

Bill To: x
x

Vendor : 312177
TEEX
301 TARROW
COLLEGE STATION TX 77840-7896

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	Registration Fee for Rolando Casas, Deputy Fire Marshal to attend the 58th Texas IAAI Fire & Arson Investigators Seminar, in Austin, TX, March 17-22, 2013.	190.00	190.00
		Account No	Encumbrance	
		3-1100-422-10-300-001-0-584	190.00	
			Freight	.00
			Total	190.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00230998

PO #

Date: 02/05/13

Bill To: x
x

Vendor : 202398
OMNI AUSTIN HOTEL-SOUTHPARK
4140 GOVERNORS ROW
AUSTIN TX 78744

Ship To: FIRE MARSHAL
1124 NORTH "M" RD.
EDINBURG TX 78542

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5.00	NGT	Hotel Reservation for Rolando Casas, Deputy Fire Marshal to attend the 58th Texas IAAI Fire & Arson Investigators Seminar, in Austin, TX, March 17-22, 2013. (Room Rate $85 plus $12.75 - $15% Tax), Confirmation # 40010730966	97.75	488.75
		March 17, 2013 Arrive = $97.75 March 18, 2013 = 97.75 March 19, 2013 = 97.75 March 20, 2013 = 97.75 March 21, 2013 = 97.75 March 22, 2013 Depart		
		Account No	Encumbrance	
		3-1100-422-10-300-001-0-583	488.75	
			Freight	.00
			Total	488.75
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Zimbra **yolanda.orozco@co.hidalgo.tx.us**

Omni Austin Hotel at Southpark Reservation Confirmation 40010730966

From : Omni Hotels & Resorts <reservations@omnihotels.com> Wed, Feb 06, 2013 01:33 PM

Subject : Omni Austin Hotel at Southpark Reservation Confirmation 40010730966

To : yolanda orozco <yolanda.orozco@co.hidalgo.tx.us>

External images are not displayed. Display images below

Omni Hotels

Hotel | Local | Modifv | Join Select

Your Reservation at the
Omni Austin Hotel at Southpark

CONFIRMATION #40010730966

Omni Austin Hotel at Southpark
4140 Governors Row
Austin TX US 78744
Phone: 512-448-2222
Fax 512-442-8028
Driving Directions to the Hotel >

GUEST
Rolando Casas
1124 N M Road
US 78542

ARRIVING: 03/17/2013
DEPARTING: 03/22/2013

CHECK IN TIME: 3:00 PM
CHECK OUT TIME: 12:00 PM

ROOM RATE
58th Annl Tx Fire&arson Investig

5 nights	85.00 USD
Subtotal (5 nights)	425.00 USD
Taxes	63.75 USD
Fees	0.00 USD
Grand Total	**488.75 USD**

Additional fees may apply
Read complete terms and conditions

ACCOMMODATIONS
268 sq ft; granite vanity tops, 37" LCD TV, fully stocked in-room mini bar.

Classic Deluxe Room with Double Beds
Access Austin's vibrant nightlife, bustling art scene and sweeping natural beauty from this contemporary oasis for modern luxury.

Features:
·268 sq. ft. room with contemporary décor in rich earth tones and dark wood furnishings.
·WiFi access available.
·37" television.
·Luxurious granite full bathroom with make-up mirror.
·Hill Country and swimming pool views available.

NUMBER OF GUESTS
1 Adult(s) 0 Child(ren)

GUARANTEE
Mastercard **********6616
Deposit not required

CANCELLATION: Cancel by 12PM on 03/16/2013 to avoid $97.75 penalty.

If you have a question about this reservation please contact us by phone 1-888-444-OMNI or send us email at reservations@omnihotels.com.
You can obtain more information regarding Omni Hotels from our website.
We thank you for your patronage and wish you a pleasant stay at the **Omni Austin Hotel at Southpark**. Other customer requests will be confirmed at check-in.

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global hotel

HIDALGO COUNTY PURCHASING DEPARTMENT
TRAVEL REQUEST FORM
USING THE STATE OF TEXAS TRAVEL CARD

As per County Travel Policy (at least two (2) weeks prior to the date the check will be needed)

Date of Travel Request Submission: 2/5/13
Department: Fire Marshal **Requestor:** Yolanda Orozco **EXT:** 5910
Number of Employees: 1
Employee(s) Name (DOB if requesting airfare): Rolando Casas

Destination: Austin, TX
Name of Seminar/Conference: 58th Texas IAAI Fire & Arson Investigators Seminar
Travel Account Number: 3-1100-422-10-300-001-0-583

HOTEL:

Req. #: 00230998 **P.O. #:** _____

MUST REQUEST CHECK FOR HOTEL

Hotel Name: Omni Austin, Hotel at Southpark **Hotel Address:** 994140 Governor's Row , Austin, TX

Number of Rooms: 1 **Hotel Phone Number:** (512) 448-2222

Check In: 3/17/13----- **Check Out:** 3/22/13 (5 Nights)

Single Bed or Double Beds

AUTO:

Req. #: _____ **P.O. #:** Vendor # 396095

Rental Location: _____ **Type of Vehicle:** _____

Date/Time of Pick up: _____ **Date/Time of Drop off:** _____

AIRFARE:

Req. #: _____ **P.O. #:** CITIBANK vendor #: 343277
Refundable: YES NO **Airline Name:** _____

Departure Date/Time: _____ **Return Date/Time:** _____

_____ 02/05/13
Signature: Elected Official/Department Head **Date**
Original Signature is required

For Purchasing Department Office Use Only

Hotel Confirmation: 4DD1073O966 Spoke to: _____
Auto Confirmation: _____
Flight Confirmation: _____
Received Confirmation via email/fax: _____
Credit Card Authorization Form Hotel: _____ Faxed back to Hotel: _____
CC Approval on: _____ Agenda Item: _____
HCPD-TRAVEL-2011 REVISED 2012 CC APPROVED ON: 3/06/2012

TEXAS A&M ENGINEERING TEEX EXTENSION SERVICE

Emergency Services Training Institute

58th TEXAS IAAI FIRE and ARSON INVESTIGATORS SEMINAR

Phone: (866) 878-8900 Fax: (979) 458-0649
Address: TEEX-ESTI, 200 Technology Way, College Station, TX 77845

Participant Information: *(Photocopies can be made for additional participants.* ***No emailed registrations will be accepted.)***

Participant Name (First, MI, Last)	TEEX Student ID** (or Full Social Security Number*)	TCLEOSE PID #
Rolando Casas	453-53-4179	304110

Organization: Hidalgo County Fire Marshal's Office — Supervisor Name: Juan Martinez

Address: 1124 N "M" Rd — City/State/Zip: Edinburg, TX 78539

Phone: (956) 318-2652 — Fax: (956) 318-2697 — County: Hidalgo — Nation:

Email: rolando.casas@co.hidalgo.tx.us — Date of Birth: 01/15/1981 (MM / DD / YYYY (MUST BE 18 OR OLDER)) — Gender: ☑ Male ☐ Female

Please see the back to complete your registration.

Transfer and Cancellation Policy

If you cannot attend a class, you MUST contact TEEX in advance to either transfer or cancel your registration. Please refer to the Transfer, Cancellation, and No-Show Policies below.

Transfers:

Transfers to another scheduled class (or from one customer to another) are accepted at any time before the start of the class at no charge.

- Customers are encouraged to transfer to a future scheduled class of the same course.
- If the customer cannot transfer to a scheduled class of the same course, then he/she may transfer to another class of a different course and receive either a refund or pay the difference between the two class fees (if applicable).
- If the customer cannot attend any scheduled class, then the Cancellation/Refund Policy is in effect.

Cancellations/Refunds:

- TEEX will provide a full refund if you cancel 15 or more calendar days before the start of the class.
- Cancellations received 14 calendar days or less before the start of the class will be charged a fee of 10% of the class tuition.
- If TEEX cancels a class, customers will be offered:
  1. a transfer to a scheduled class of the same course.
  2. a transfer to another class of a different course (customers will receive either a refund or pay the difference between the two class fees, if applicable).
  3. a full refund.

No Shows: Registered participants who do not contact TEEX in advance to cancel their registration and do not attend their scheduled class will be charged the entire class fee.

eLearning/Correspondence Courses: Refunds are not available for eLearning or correspondence courses, nor may the course be transferred from one customer to another.

*By sending your check, please be aware that you are authorizing the Texas A&M Engineering Extension Service (TEEX) to make a one-time electronic debit from your account at the financial institution on your check. This electronic debit will be for the amount of the check; no additional amount will be added to the amount and ALL transactions will remain secure. Please contact TEEX's Financial Services Department at (979) 458-6906 to learn about other payment options if you prefer NOT to have your check used this way. We value your business and appreciate your selecting TEEX for your training needs.

Payment Information – Appropriate fees must accompany each registration form. Deadline for registration is March 4, 2013.

Tuition: The fee of $190 applies to Early Registration (before March 4, 2013).
Late Registration and On-Site registration fee after March 4 is $225 each.

Entire Seminar with Banquet $ 190
_____ Extra Banquet Tickets $ 30.00/each

There is no longer a one-day tuition to the Seminar

TOTAL ENCLOSED: $ 190

For Office Use Only
Record # _____
Course # _____
Section # _____
Student # _____
Check # _____
Receipt # _____
Bill Slip # _____
Invoice # _____
Voucher # _____

1. ☐ Check * / Money Order / Cashier's Check enclosed payable to TEEX *(Please add course number, course name, and course date)*
2. ☐ Purchase Order *(Copy of official and signed company PO must be attached. TEEX will then invoice Co/Dept.)*
3. ☐ Credit Card ☐ MasterCard ☐ Visa ☐ American Express ☐ Discover
4. ☐ PIN-less Debit Card ☐ MasterCard ☐ Visa ☐ American Express ☐ Discover

(Print) Name on Card _____

Signature _____ Signature Date _____

TEEX CUSTOMER CARE — *FOR CUSTOMER SECURITY: REQUIRED INFORMATION BELOW WILL BE DESTROYED ONCE PAYMENT IS PROCESSED* — TEEX CUSTOMER CARE

CUT AND SHRED — CUT AND SHRED ALL BELOW

Credit Card Number: _____ Expiration Date: _____

Please see the back to complete your registration.

General Liability Statement

In consideration for receiving permission to participate in the foregoing course sponsored by the Texas A&M Engineering Extension Service (TEEX), a member of The Texas A&M University System (TAMUS), I hereby **FULLY RELEASE, FOREVER DISCHARGE, AND AGREE TO HOLD HARMLESS**, for any and all purposes, TEEX, TAMUS, the Board of Regents of TAMUS, and their respective officers, servants, agents, volunteers and employees (collectively, the "Released Parties"), of and from any and all liability to me, my personal representatives, assigns, heirs and next of kin, for any damage to or loss of my property, any injury to my person, including death, arising directly or indirectly out of my participation in the Course, **INCLUDING ANY SUCH DAMAGE, LOSS OR INJURY THAT IS CAUSED BY ANY ACT OR OMISSION ON THE PART OF THE RELEASED PARTIES. I further agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Released Parties for, from, and against any and all liabilities, damages, claims, lawsuits, costs (including court costs, attorneys' fees and costs of investigation), and actions of any kind or description for any damage to or loss of property or injury to persons, including death, arising out of the Course or my participation in the Course, **INCLUDING ANY DAMAGE, LOSS OR INJURY CAUSED BY ANY ACT OR OMISSION ON THE PART OF THE RELEASED PARTIES, INCLUDING ANY NEGLIGENT CONDUCT OF THE RELEASED PARTIES** but excluding any gross negligence or willful misconduct of the Released Parties.

By execution below I hereby acknowledge that there are inherent risks involved in this Course and I recognize and assume all of the risks associated with participation in the Course. **I ACKNOWLEDGE THAT IT IS IMPORTANT THAT I VERIFY THAT I HAVE INSURANCE COVERAGE WHICH EXTENDS TO ME WHILE PARTICIPATING IN THE COURSE, AND THAT I SECURE SUCH COVERAGE IF I DO NOT ALREADY HAVE IT.** I understand that TEEX does not provide such coverage, and that no insurance coverage may exist through TEEX to cover any injuries or damages which I may sustain or claims which may arise as a result of my participation in the Course.

Media Release

I give TEEX the right to use my name, my still photo or video image, or my words (audio or text-based) in any media, for purposes of evaluation, training, research, promotion, marketing, recruiting, fund raising, exhibits or any other lawful purpose. I waive any right to inspect or approve the use of any hard copy or electronic record that may appear in connection with such use. This release is for worldwide use.

Non-Discrimination Statement

No individual will, on the basis of race, color, sex, religion, national origin, age, or disability, be excluded from participation in, or be denied the benefit of, or be subjected to discrimination under any System program or activity. If you, as a student do feel that you have been discriminated against, please contact TEEX's Human Resources Office at 979-458-6801 or at HR@teex.tamu.edu.

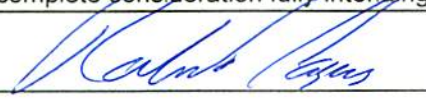
**Privacy Act and Policy*

All participants of TEEX courses, technical assistance, and exercises are advised that disclosure of a full Social Security Number (SSN) is optional unless required for reporting purposes by the participant's occupation's certifying organization or a grant/contract sponsor. The SSN is used to maintain accurate participant training records and to reliably report such data to supervisors or other agencies. A participant SSN will not be disclosed to any other person(s) without the participant's prior written consent.

Section 559.003 of the *Texas Government Code* requires that all participants be informed that, with few exceptions, participants are entitled on request, to receive, review and correct any information collected by the use of this form. It is the policy of TEEX that all federal statutes will be followed pertaining to employment and recruitment of students without regard to race, sex, color, religion, national origin, age, or disability.

Acknowledgement

I acknowledge and represent that I have read the forgoing, understand it and sign it voluntarily as my free act and deed; no representations or statements have been made to me to induce me to execute this document. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

Signature: x  Date: 01 / 30 / 2013
(MM/DD/YYYY)

TEXAS A&M ENGINEERING
TEEX
EXTENSION SERVICE

Emergency Services Training Institute
Texas A&M Engineering Extension Service
200 Technology Way
College Station, Texas 77845-3424
www.teex.org/fire

Non-Profit Org.
U.S. Postage
Paid
College Station,
Texas 77840
Permit No. 215

Omni Austin Hotel at Southpark

994140 Governor's Row, Austin, Texas 78744
Phone: (512) 448-2222, Fax: (512) 442-8028

Welcome to the 58th Annual TEEX Fire and Arson Investigators Seminar and Austin, Texas

The Omni Austin Hotel at Southpark welcomes attendees of the 58th Annual TEEX Fire and Arson Investigators Seminar. We have provided special rates during your stay. All bookings for group attendees may be made online to receive your special negotiated rate by clicking the "book now" button below.

Conference Dates:	March 15 - 22, 2013
Special Rate:	$85.00 single $115.00 double
Book By:	February 22 in order to receive special rate

We hope you enjoy your stay!

Book Now



TEXAS A&M ENGINEERING

TEEX

EXTENSION SERVICE

2013
MARCH 17-22
WWW.TEEX.ORG/FIRE

Register online at
www.teex.org/annualschools

Sponsored by

Texas Chapter
International Association of Arson Investigators

ATAC on Arson

TEXAS A&M FOREST SERVICE

HB2604 & TIFMAS Grant Approved Training

Tuition scholarships
available from
www.txforestservice.tamu.edu

58th Texas IAAI Fire & Arson Investigators Seminar

58th Texas IAAI Fire & Arson Investigators Seminar March 17-22, 2013

We invite you to join us for the
Texas A&M Engineering Extension Service

58th Texas IAAI Fire & Arson Investigators Seminar

Tentative Seminar Topics:

State Fire Marshal's Office SFMO Panel Discussion
Clandestine Drug Labs
Video Surveillance
Cell Phone/Ping Warrants
NFPA 1033 & 921 Updates
Ventilation Patterns and How they affect Fire Investigations
Specialized TCLEOSE Class (Wed afternoon)

Conference Schedule:

Sunday, March 17
2:00 p.m. - 5:00 p.m.
Registration and Check-in (Omni Southpark Hotel)

Monday, March 18
7:00 a.m. - 8:00 a.m.
Late Registration
8:00 a.m. - 8:30 a.m.
Opening Ceremonies
8:30 a.m. - 5.00 p.m.
Class
5:00 p.m.
Texas Fire Marshals" Association (Business Meeting)

Tuesday, March 19
8:00 a.m. - 5.00 p.m.
Class
5:00 p.m.
The Texas Chapter of the International Association of Arson Investigators
(Annual Business Meeting)

Wednesday, March 20
8:00 a.m. - Noon
Class
Noon
Release for the day to attend Legislative Day at the Capitol or specialized TCLEOSE class at 1:00 p.m.

1:30 p.m.
IAAI CFI Exam & Special TCLE-OSE

Thursday, March 21
8:00 a.m. - 5.00 p.m.
Class
7:00 p.m.
58th Texas IAAI Fire & Arson Investigators Seminar Awards Ceremony and Dinner
(Office attire is acceptable.)

Friday, March 22
8:00 a.m. - 11:45 a.m.
Class
11:45 a.m.
Conference concludes

Scheduled Meetings:

Texas Fire Marshals' Association
Monday, March 18 – 5:00 p.m.

The Texas Chapter of the International Association of Arson Investigators
(Annual Business Meeting)
Tuesday, March 19 – 5:00 p.m.

Room Reservations

A block of rooms has been reserved at the Omni Hotel for seminar participants until February 22, 2013. The rates are $85 for a single, $115 for a double. Participants are required to pay all state and local taxes. Reservations may be made by calling the Omni at 1-800-843-6664 and telling them you will be attending the TEEX Arson Seminar.

Banquet Tickets

The Annual Banquet is scheduled for 7:00 p.m. on Thursday, March 21. During the banquet, the Texas Chapter of the IAAI and A Texas Advisory Council on Arson (ATAC) will present annual awards for outstanding accomplishments in arson prevention. Spouses and guests are cordially invited. Additional banquet tickets may be purchased for $30 each at registration Sunday or Monday morning. Dress for the banquet is office attire.

Continuing Education Credits

CEU credits are available from the Texas Commission on Fire Protection (TCFP), The Texas Commission on Law Enforcement Officers Standards and Education (TCLEOSE), and the Texas Department of Insurance for insurance investigators. Continuing education credit for insurance

Registration

On or before March 4, 2013 $190; After March 4, 2013 $225

Now two ways to register at www.teex.org/annualschools!

Click on the link to register online **OR**
Complete a registration form for each person registering, print form and either fax or mail in with payment.
Visa, MasterCard, Discover and American Express accepted.

Mail or fax registration form(s) with full payment to:
TEEX/ESTI, P.O. Box 40006
College Station, TX 77842

- Pay with U.S. currency or checks drawn on U. S. Banks.
- Make checks payable to : TEEX

Registration Guidelines

- Only registrations with complete forms and full payment will be processed.
- Registrations will be accepted until March 4, 2013. After March 4, see Late Registration.

Late Registration

(Forms post marked after March 4, 2013 and during On-site Registration.)

After March 4, 2013, you must register on-site (at the Omni Hotel) Sunday and Monday, March 17 & 18, and tuition is $225 per person. NOTE: Late registration will close on Monday, March 18th, no other registrations will be allowed after this date.

VISIT US ONLINE FOR DETAILED INFORMATION AND TO REGISTER!

www.teex.org/annualschools

866.878.8900

C13.6379.10









www.teex.org/fire

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 02/06/13

DEPARTMENT NAME: Fire Marshal

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Rolando Casas, Deputy Fire Marshal

EVENT INFORMATION

TITLE OF EVENT: 58th Texas IAAI Fire & Arson Investigators Seminar

EVENT DATE(S) FROM: 03/17/13 TO: 03/22/13

DEPARTURE DATE: 03/17/13 RETURN DATE: 03/22/13

LOCATION OF EVENT: CITY: Austin 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.
- 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)	$ 190.00	✓
Subtotal for Object Code 584	$ 190.00	✓ $
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	$ 488.75	✓
11. MEALS	$ 234.00	✓
12. OTHER EXPENSES	$ -	✓
Subtotal for Object Code 583	$ 722.75	✓
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 912.75	✓ $

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:

Registration PO - 658888

Meals Req: 231016

Lodging Req: 230995

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 nave 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.:
	2/6/13	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.:
Janie Aleios	2-24-13		292-7025

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

AI-37024 **Texas Agri-Life Extension Serv. 5. H.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Texas A&M AgriLife Extension Service:
Requesting authorization to travel for Adelita F. Munoz to Falfurrias, Texas on March 21, 2013 for the 2013 TEEA Spring Conference.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

Funds available through Requisition #231596 for registration fees and acct # 3-1100-461-00-380-001-0-584 for county vehicle fuel.

Attachments

Travel Packet

Form Review

Form Started By: Nora Linda Cruz Started On: 02/26/2013

Final Approval Date: 02/22/2013

Travel Outside of Hidalgo County in County Vehicle

TO: D.B.M. SAFETY DIVISION
318-2658FAX

FROM: Hidalgo County Extension Service
DATE: 2/12/2013

Notice to be processed minimum of 24 hours prior to trip

Date(s) Requested: From: 3/21/2013 To: 3/21/2013
Estimated Time Leave: 6:30 AM Est. Time Return: 6:00 PM
Destination: Falfurrias, Texas
Reason for Trip: 2013 TEEA Spring Conference

The following person(s) are requesting to take the following County vehicle(s) out of County:

Name of Driver: Adelita F. Munoz
DL Number: #04995041 ✓ (Texas Only)
Birth Date: 10/22/1944 ✓
Expiration Date: 10/22/2017 ✓

Name of Driver:
DL Number: (Texas Only)
Birth Date:
Expiration Date:

Name of Driver:
DL Number: (Texas Only)
Birth Date:
Expiration Date:

OK

Checklist:
Ins. Card in Vehicle
Jack in Vehicle
Drivers License with Driver
This approval with Driver

Vehicle VIN#: 1FTWW30525EB48635 ✓
Tag Number: #884-793 ✓
Asset Number: #42595 - 2005 Ford F-350 Pickup

OK

Vehicle VIN#:
Tag Number:
Asset Number:

Signed: Barbara C. Alaniz
Department Head/Designee

Dated: 2/12/2013

D.B.M. Safety Division Checked Insurances:

Date: 2/13/13 7:56 AM

TEEA Spring Conference
Courthouse Annex Travis Road
March 21, 2013

Tentative Agenda

8:45-9:45 a.m.	Registration, Cultural Arts, Check-in Refreshments & Silent Auction Set-up	
10:00 a.m.	Call meeting to order	Kay Jacobs
	TEEA Creed & Prayer	
	Welcome	Raul Ramirez, County Judge
	Introductions	Kay Jacobs
	Extension Personnel	
	Roll Call of Counties	
	Special Awards	
	Door Prizes/Stress Management	
	General Session "Leadership Styles"	Kay Jacobs
11:45 a.m.	Invocation & Lunch	Luke Robertson, Pastor First Baptist Church
	Door Prizes/Stress Management	
1:00 p.m.	Make & Take Workshop	Westside EEA
1:45 p.m.	Business Session	Kay Jacobs
	Door Prizes	
	Adjournment	

Healthy Living

Registration Form
2013 District TEEA Conference
Brooks County
Thursday, March 21, 2013
Courthouse Annex, Falfurrias

"Healthy Lifestyles"

Registration Deadline:

Name: Adelita F. Munoz County: Hidalgo

Address: 410 North 13th Avenue City/Zip: Edinburg, TX 78541

Telephone: (956) 383-1026 Email: ax-munoz@tamu.edu

Check one:

____Member _____Delegate _____Guest _____Extension Personnel

Registration Fees:

Registration and Workshops	- $8.75	$ 8.75
Insurance – TEEA Members only	- 25¢	$ .25
Luncheon	$8.00	$ 8.00
	Total Enclosed	$ 17.00

Make check payable to: Westside EEA

8:45 a.m. – 9:45 a.m. Registration and Coffee hour, Cultural Arts, Check-in, Silent Auction.

10:00 a.m. Meeting starts promptly

Send a completed registration for each person attending. ***Please feel free to make copies.***

Mail completed registration forms with fees by March 8, 2013 to:
District 2013 TEEA Conference
C/O Celia Salinas, CEA-FCS
219 Calixto Mora Ave
Falfurrias, TX 78355

Healthy Menu Living

Chicken Spaghetti

Salad

Green Bean Salad

Garlic Bread

Raspberry Tea

mapquest

Map of:
400 W Travis St
Falfurrias, TX 78355-3820

Notes

TEEA Spring Conference Directions to 400 W. Travis
Courthouse Annex
Falfurrias, Texas

Across from the Fairgrounds



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Attachments:
Map
Menu
Registration Form
Agenda

Healthy Living



TEXAS A&M AgriLIFE

Teaching • Research • Extension • Service

Texas A&M System

To: County EEA Chairman
From: Celia Salinas, CEA-FCS
Sandra Gonzalez, Westside EEA Chairman
Subject: 2013 District 12 TEEA Spring Conference
March 21, 2013

Ladies,

Howdy, from Brooks County! My Name is Celia Salinas and I am the County Extension Agent in Brooks County and we are hosting the 2013 Spring Conference here in Falfurrias, Texas; beautiful home of the Hearts delight.

The theme for this year's meeting is "Healthy Lifestyles" we will be providing a wonderful program for you and your club members as well as your invited guest. We are looking forward to seeing you on Thursday, March 21, 2013 registration will begin at 8:45 am. Meeting place for our conference is located at 400 Travis Road, Courthouse Annex right across from the fairgrounds.

To make our conference a bit more interesting, I am asking that each county bring a de-stressing activity to share with the rest of the group throughout the day.

District Director Kay Jacobs has assigned the following duties:

- Brooks County: Registration, Silent Auction, and Cultural arts
- Kleberg County: Coins for Friendship
- Hidalgo County: Resolutions & 2014 Invitation
- Atascosa County: No assignment

We ask that each county bring in 2 door prizes valued at $10. Also,
District 12 will be preparing for a fundraiser, we will be collecting your all-time favorite recipes, please bring them typed. We are highly energized and look forward to meeting with you on Thursday, March 21, 2013.

If you should have questions or concerns please contact me at 361.325.4402 Ext. 322.

Sincerely,

Celia Salinas

Celia Salinas
County Extension Agent-FCS
Brooks County

Educational programs of the Texas A&M AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 02/12/13
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Adelita F. Munoz, CEA-Family & Consumer Science

EVENT INFORMATION

TITLE OF EVENT:	2013 TEEA Spring Conference		
EVENT DATE(S) FROM:	03/21/13	TO:	03/21/13
DEPARTURE DATE:	03/21/13	RETURN DATE:	03/21/13
LOCATION OF EVENT: CITY:	Falfurrias	STATE:	Texas

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.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$17.00	
Subtotal for Object Code 584	$ 17.00	$
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		
11. MEALS		
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ -	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 17.00	$

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 comparison 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.:
Barbara C. Hanz	2/12/13	Nora Linda Cruz	383-1026

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:

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

Req. # 0231596
PO#
02-584 / Comm. Code - 96364

AI-37040 **Health & Human Services Dept. 6. C.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Dairen Sarmiento **Submitted By:** Perla Lopez, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Discussion, consideration, and approval to process payment for Invoice No. 1 submitted by The University of Texas Health Science Center at San Antonio in the amount of $59,172.50 pursuant to the interlocal agreement between Hidalgo County and The University of Texas Health Science Center at San Antonio.

2. Discussion, consideration, and approval to process payment for Invoice No. 2 submitted by The University of Texas Health Science Center at San Antonio in the amount of $40,827.50 pursuant to the interlocal agreement between Hidalgo County and The University of Texas Health Science Center at San Antonio.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-444-00-240-005-3-843

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

BUDGETARY IMPACT:

Funding pending approval of an interdepartmental transfer AI# 37245 2-26-13

Attachments

Interlocal Agreement

Invoice #1

Invoice #2

Form Review

Form Started By: Perla Lopez Started On: 02/26/2013

Final Approval Date: 02/22/2013

STATE OF TEXAS

COUNTY OF HIDALGO

INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

I. **Contracting Parties:** The University of Texas Health Science Center at San Antonio, an agency of the State of Texas.

The Receiving Party: Hidalgo County, Texas.

II. **Statement of Services to be Performed**

Performing Party will perform the following service(s):

1. Provide the services of Health Management Associates, Inc. ("HMA") described in that certain letter dated October 1, 2012 from HMA to Performing Party hereto as Exhibit A.

III. **Obligation of Receiving Party**

Receiving Party shall reimburse Performing Party against invoice for actual amounts paid by Performing Party to HMA.

IV. **Contract Amount**

The total amount of this Contract shall not exceed $100,000.

V. **Payment of Services**

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.
Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

VI. **Warranties**

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in

Attachment A

October 1, 2012

Andrea Marks, M.B.A., C.P.A.
Vice President and Chief Financial Officer
The University of Texas Health Science Center at San Antonio
7703 Floyd Curl Drive
MC 7834
San Antonio, Texas 78229-3900

Dear Ms. Marks:

This proposal outlines the HMA scope of work that would assist University of Texas Health Science Center at San Antonio (UTHSCSA) in developing a community Regional Health Partnership (RHP) and the Delivery System Reform Incentive Payment (DSRIP) plan to meet the requirements of the Health and Human Services Commission (HHSC) Section 1115 waiver approved by the Center for Medicare and Medicaid Services (CMS). The activities will support RHP 5 which includes Hidalgo, Cameron, Willacy, and Star counties.

We believe that the proposed activities described below, as well as HMA's subject matter expertise with federal 1115 waivers, the Texas Medicaid program, and the current health care delivery system, should enable UTHSCSA and its community partners in RHP 5 to confidently move forward with this initiative.

Scope of Services

Provide technical assistance and consulting to UTHSCSA to develop a community Regional Health Partnership (RHP) and the Delivery System Reform Incentive Payment (DSRIP) plan based on the terms and conditions of the Section 1115 waiver entitled "Texas Healthcare Transformation and Quality Improvement Program". This project will include multiple tasks such as:

1. Assist in development of delivery system reform incentives in partnership with UTHSCSA and its key community partners.
2. Assist UTSHCSA and RHP 5 key leadership in the development, writing, and submittal of the Regional Healthcare Plan.
3. Provide consulting and technical assistance to UTHSCSA and RHP 5 key leadership regarding federal and state requirements (e.g., statutory, regulatory, 1115 waiver).
4. Assist in the development of strategies with UTHSCSA and RHP 5 key leadership to identify critical elements for success.
5. Meet with UTHSCSA and RHP 5 key leadership as necessary.

Our Qualifications

Health Management Associates (HMA) is a consulting firm specializing in the fields of health system restructuring, health care program development, health economics and finance, program evaluation, and data analysis. HMA is widely regarded as a leader in providing technical and analytical services to health care purchasers, payers, and providers, with a special concentration on those who address the needs of the medically indigent and underserved. Founded in 1985, Health Management Associates has offices in Lansing, Michigan; Chicago, Illinois; Denver, Colorado; Tallahassee, Florida; Indianapolis, Indiana; Columbus, Ohio; Washington, DC; Austin, Texas; New York, New York, Sacramento, California; Bay Area, California; Southern California; Atlanta, Georgia; Harrisburg, Pennsylvania; and Boston, Massachusetts.

HMA has clients across the country, including the major safety net health systems, private sector providers, and local, state, and federal governments. The firm has extensive experience and expertise in the design and implementation of health programs, particularly with respect to federal waivers, system development, data analysis, managed care, long- term care, and behavioral health care.

Staffing

Linda Wertz will serve as the HMA project advisor and be assisted by other HMA colleagues, Lisa Duchon, Ph.D., project manager, Dianne Longley, Lillian Spuria, Gary Young and Catie Hilbelink. Additional HMA staff can be available on an as needed basis. Biographies are listed below:

Linda Wertz, a HMA Managing Principal based in Austin, Texas, was the Texas Medicaid Director and Deputy Commissioner for Medicaid and CHIP from 1996 to 2002 and has over thirty years' experience in the Medicaid program. Since her retirement from public service in 2002, Linda established and ran her own consulting business, working with both government and private sector clients in areas such as Medicaid operations and administration, policy development, contract management, fiscal agent management, federal, state, and local government relations, program integrity, and business development. In 2010 Linda began employment with HMA and her duties have consisted of technical assistance and consultation with federal, state, and local government entities, managed care organizations, hospitals, and professional health and human service organizations. Linda earned her Bachelor of Business Administration degree from the University of Texas at Austin.

Lisa Duchon, Ph.D. is a Principal in the Austin, Texas office. With more than 20 years of experience in health care management and research, Lisa Duchon conducts survey, evaluation and policy research and analysis, with an emphasis on public programs for children and families. Her areas of expertise include quality and performance measurement, pay-for-performance and medical home initiatives; public sector coverage initiatives; and urban-suburban health and safety net issues. She was previously Deputy Director of Research & Evaluation and a senior program officer at The Commonwealth Fund, where her research and grant making concentrated on strategies to expand insurance coverage and improve access to care. With an MPA and PhD in Public Administration and a bachelor's degree in industrial engineering, Ms. Duchon also has senior management experience with Denver's public health, hospital and primary care system, and was a management engineer for Kaiser Permanente. Administration degree from the University of Texas at Austin.

Dianne Longley joined the Austin office as a Principal after 29 years in state service with the Texas Department of Insurance (TDI). Over the course of her career at TDI, Dianne held various positions, most recently as the Director of Research and Analysis for the Life, Health and Licensing Program. Dianne has often been the "go to" person within the Department and has led several special projects, including: Federal Health Reform Coordination (with emphasis in the Health Benefit Exchange), Director of Healthy Texas Implementation, and Director of the Texas State Planning Grant Program. Dianne has a wide range of experience in research development and oversight, project management, report writing and editing, public speaking, and interaction with legislative offices, insurance regulators, public health agencies, healthcare and health insurance entities, employers and consumers. Dianne earned her Bachelor of Science degree at Texas A & M University.

Gary Young is a Senior Consultant in the Austin, Texas office. Mr. Young comes to HMA from the Texas Health and Human Services Commission where he has served as a Senior Policy Advisor in the Medicaid and CHIP division. Gary assisted in the design, planning, and management of the $6 billion competitive procurement for the Texas Medicaid managed care expansion, and participated on the state team

responsible for designing and negotiating the State's new 1115 Demonstration waiver, which was approved in December 2011. Also, during his tenure at the Health and Human Services Commission (HHSC), Gary assisted in developing 1915(b) and 1915(c) waivers for federal approval, integrating value-based purchasing into Medicaid and CHIP managed care contracts, reviewing health plan financial performance, and rates. Prior to his time at HHSC, Gary served as a Research Associate at the Texas Office of Public Insurance Counsel, where he initiated and directed implementation of the state's first HMO consumer report card, and analyzed underwriting practices and financial data of the managed care industry. Gary earned his Bachelor of International Studies at the School for International Training, and his Juris Doctor at the University Of Denver College Of Law.

Catie Hilbelink is a Research Associate in the Austin, Texas office. She earned her Masters in Public Policy from Michigan State University (MSU). While at MSU, she was a research assistant at both the MSU Public Policy Program and the Julian Samora Research Institute. Catie earned her Bachelor of Science degree at Calvin College in Grand Rapids, MI.

Project Fees

We propose to perform the activities described in this proposal on a time-and-materials basis using the following hourly rate structure: Principals - $300; Senior Consultants - $290; Research Associate - $190; Administrative Staff - $90. Travel time will be billed at 50 percent of full rates. All out-of-pocket expenses, such as copies, travel, fax and telephone expense, are to be reimbursed as incurred. Project costs will not exceed $100,000.00, inclusive of travel time and expenses, without prior written approval of UTHSCSA, Andrea Marks, Vice President and CFO.

Finally, we propose to submit invoices monthly for work performed in the previous month. Invoices shall provide sufficient detail concerning work performed, by whom, and time worked. Invoices shall also provide sufficient detail concerning out-of-pocket expenses.

Work will be performed and delivered as required to meet UTHSCSA's needs, and mutually agreed upon between both parties. The parties also agree that work assignment on behalf of UTHSCSA to HMA will be provided at the direction of Joseph B. McCormick, M.D., Vice President for South Texas Programs.

Term of Agreement

This Letter Agreement shall commence as of October 1, 2012 and terminate December 31, 2012. HMA is prepared to being work upon the receipt of the signed letter agreement.

Termination

Any party may terminate this Letter Agreement by giving thirty (30) days written notice to the other party.

Confidentiality and Non-Disclosure

HMA provides services to many health care organizations and other clients. In order to preserve the trust and confidence of our clients, HMA adheres closely to a set of operating guidelines related to confidentiality and non-disclosure. These guidelines are intended to ensure that HMA will not make inappropriate use of data or other information acquired in the course of providing services to a client and that your interests, proprietary and otherwise, are fully protected. We would happy to discuss this proposal with you or to provide you with any additional information you may require.

If this proposal is agreeable to you, please sign and return to HMA's contract manager, Jeff DeVries, via email, fax, or mail to the following address:

Attachment A

Jeff DeVries
Health Management Associates
120 N. Washington Square, Suite 705
Lansing, MI 48933
jdevries@healthmanagement.com
517-482-0920 (fax)

Please direct any questions to me at 512-473-2626 or email lwertz@healthmanagement.com.

Sincerely,

Linda K. Wertz
Managing Principal

Approved by:

Kelly Johnson, Chief Operating Officer
Health Management Associates, Inc.

Date

Andrea Marks, M.B.A, C.P.A
Vice President, CFO
University of Texas Health Science Center at San Antonio

Date

Chapter 791, Texas Government Code; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Chapter 791, Texas Government Code; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Contract

This Agreement is effective as of the date fully executed by both parties ("Effective Date") and shall terminate on December 31, 2012.

VIII. Termination

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract without cause upon thirty (30) days advance written notice of termination.

EXECUTED EFFECTIVE as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY

County of Hidalgo, Texas

By: _____
Ramon Garcia, County Judge

Date: 10/9/12

PERFORMING PARTY

The University of Texas Health Science Center at San Antonio

By: _____
Andrea Marks, Vice President, CFO

Date: 9/28/12

ATTEST:

_____
Arturo Guajardo, Jr. Hidalgo County Clerk

APPROVED BY
[illegible]
10/1/12

SOUTH TEXAS PROGRAMS
UT HEALTH SCIENCE CENTER
BROWNSVILLE TO LAREDO

Please Relmit To:
UT Health Science Center San Antonio
Attn: Andrea Marks
MCS: 7866
7703 Floyd Curl Dr.
San Antonio, TX 78229

RECEIVED
HidalgoCountyHumanServices

Bill To:
Hidalgo County
Health & Human Services Department
Attn: Dairen Sarmiento
1304 South 25th Avenue
Edinburg, TX 78542

Project:	**Health Management Associates**		
Strategy:	**RHP5/DSRIP Professional and Consulting Services**		
Invoice #:	**1**	**Invoice Date:**	**1/28/2013**
Period:	**10/1/2012 - 10/31/12**	**Due Date:**	**2/15/2013**
Project ID:	**150004**		

Category:		**Total Hours**		**Rate**		**Fees**
Personnel Costs						
	Lisa Duchon	125.25	$	300.00	$	37,575.00
	Lynne Fagnani	24.50	$	300.00	$	7,350.00
	Dianne Longley	1.25	$	300.00	$	375.00
	Lillian Spuria	0.50	$	300.00	$	150.00
	Linda Wertz	13.25	$	300.00	$	3,975.00
	Danielle Chesher	0.25	$	190.00	$	47.50
	Claire Dugan	47.50	$	190.00	$	9,025.00
	Catie Hilbelink	2.25	$	190.00	$	427.50
	Meredith Craft	1.25	$	90.00	$	112.50
Total Personnel Costs		**216.00**			**$**	**59,037.50**
Site Expenses						
	Copying/Printing	$ 135.00			$	135.00
Total Site Expenses		**$ 135.00**			**$**	**135.00**
Total Costs					**$**	**59,172.50**

SOUTH TEXAS PROGRAMS
UT HEALTH SCIENCE CENTER
BROWNSVILLE TO LAREDO

Please Relmit To:
UT Health Science Center San Antonio
Attn: Andrea Marks
MCS: 7866
7703 Floyd Curl Dr.
San Antonio, TX 78229

Bill To:
Hidalgo County
Health & Human Services Department
Attn: Dairen Sarmiento
1304 South 25th Avenue
Edinburg, TX 78542

RECEIVED
FEB 20 2013
HidalgoCountyHumanServices

Project:	**Health Management Associates**		
Strategy:	**RHP5/DSRIP Professional and Consulting Services**		
Invoice #:	**2**	**Invoice Date:**	**2/11/2013**
Period:	**11/1/2012 - 11/30/12**	**Due Date:**	**2/28/2013**
Project ID:	**150004**		

Category:		**Total Hours**	**Rate**	**Fees**
Personnel Costs				
	Lisa Duchon	74.25	$ 300.00	$ 22,275.00
	Lynne Fagnani	16.00	$ 300.00	$ 4,800.00
	Linda Wertz	9.25	$ 300.00	$ 2,775.00
	Dennis Roberts	10.75	$ 290.00	$ 3,117.50
	Glenda Stepchinski	20.00	$ 290.00	$ 5,800.00
	Danielle Chesher	0.25	$ 190.00	$ 47.50
	Claire Dugan	32.00	$ 190.00	$ 6,080.00
	Catie Hilbelink	0.25	$ 190.00	$ 47.50
	Meredith Craft	0.75	$ 90.00	$ 67.50
	Chris Wolff	13.25	$ 90.00	$ 1,192.50
Total Personnel Costs		**176.75**		**$ 46,202.50**
Site Expenses				
Lisa Duchon 11/16	Photo Copies - CD burn RHP 5 Plan			$ 75.84
Lisa Duchon 11/16	Mileage to copy shop			$ 9.99
Office Expense	Copies and Printing			$ 79.95
Total Site Expenses		**$ -**		**$ 165.78**
Total Cost for Current Invoice				**$ 46,368.28**

Contract Cap	**$ 100,000.00**
Previously Invoice	**$ 59,172.50**
Amount Due per Contract Cap	**$ 40,827.50**

AI-37033 **Health & Human Services Dept. 6. D.**

CC REGULAR 2

Meeting Date: 03/01/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Memorandum of Understanding Between South Texas College And Hidalgo County. The purpose of the Agreement is to provide immunization and immunization clinics to students from South Texas College.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

STC will pay HCHHSD the current rate per vaccine administered to qualifying student vaccinated by the HCHHSD as per the fee schedule

Attachments

MOU

Form Review

Form Started By: Mike Escaname Started On: 02/26/2013

Final Approval Date: 02/22/2013

Memorandum of Understanding Between
South Texas College
And County of Hidalgo

This Agreement is made on this ____26_____day of_February___,2013 by and between **South Texas College,** hereinafter referred to as "STC", and County of Hidalgo by and through The Hidalgo County Health & Human Services Department, hereinafter referred to as "HCHHSD" for providing immunization and immunization clinics to students from South Texas College.

WHEREAS, STC will pay HCHHSD the current rate per vaccine administered to qualifying student vaccinated by the HCHHSD as per the fee schedule attached as Exhibit "A". Payment shall be made on/or before services rendered. The total amount of doses administered shall be determined by STC. **WHEREAS**, STC and HCHHSD are authorized to enter into this agreement for the mutual benefit of both STC and HCHHSD.

NOW THEREFORE, STC and HCHHSD, in consideration of the mutual agreement expressed hereinafter, agree as follows:

1. STC will send students requiring the meningococcal vaccine to HCHHSD Clinics, (McAllen, Mission or Weslaco). Said students will be vaccinated and given proof of vaccination
2. HCHHSD shall conduct flu clinics to STC students at the designated place, date and time agreed on by STC and the Immunization Program Coordinator.

3. HCHHSD shall provide the STC Students with an immunization record or an updated immunization record as proof that requested vaccines were administered.

4. **TERMINATION.** Either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice.

South Texas College **COUNTY OF HIDALGO, TEXAS**

_____ _____ _____ _____
Date Hidalgo County Judge Date

_____ _____ Attest:_____ _____
Date Hidalgo County Clerk Date

Approved as to form:
Office of Criminal District Attorney, Rene Guerra

By:_____
Josephine Ramirez Solis
Assistant District Attorney

Exhibit A

Hidalgo County Health and Human Services
Current vaccine prices

- Meningococcal vaccine $ 85.00
- Tdap $ 45.00
- Influenza $ 20.00
- Tuberculin Skin test $ 15.00

Price subject to change, depending on current market value at the time of purchase.

AI-37018 **Health & Human Services Dept. 6. E.**

CC REGULAR 2

Meeting Date: 03/01/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Preparedness and Prevention Community Preparedness Section / Bioterrorism Discretionary grant contract #2013-041204 Amendment 003A. The purpose of this amendment is to add additional discretionary projects. The PPCPS/ BDS grant amendment requires a 10% local match ($23,678.00). The effective date of this Amendment is 02/26/13.

2. Requesting approval of the Certification of Revenue in the amount of $213,095.00.

3. Requesting approval to appropriate the grant budget in the amount of $236,773.00.

BACKGROUND

05/01/12 - AI-31550 - Request to apply for initial FY 13 grant funding.
08/27/12 - AI-33468 - Acceptance of PPCPS / BDS FY 13 grant.
12/04/12 - AI-35387 - Request to apply for additional PPCPS / BDS grant funding.
01/29/13 - AI-36460 - Request to apply for additional PPCPS / BDS grant funding.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1293-441-00-340-047-3-XXX

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

BUDGETARY IMPACT:

The PPCPS/ BDS grant requires a 10% local match. Local match for this grant amendment is $23,678.00.

3-1293-391-01-000-100-3-000 Tranfer In (Pending 2012 Transfer In rollover)
3-1100-491-01-000-293-3-891 Transfer Out

Revenue account# 3-1293-331-12-340-047-3-000 PPCPS-BDS Revenues

Attachments

Amendment
revised appropriation
cert of rev

Form Review

Form Started By: Mike Escaname Started On: 02/26/2013

Final Approval Date: 02/22/2013

From: Ockletree,Donna (DSHS) [mailto:Donna.Ockletree@dshs.state.tx.us]
Sent: Monday, February 11, 2013 11:12 AM
To: Eddie.Olivarez@hchd.org; Evangelina.Rubio@hchd.org; nancy.trevino@hchd.org
Cc: Lundry,Lucia (DSHS)
Subject: 2013-041204-003A, PPCPS/BTDFP1, HIDALGO COUNTY

Hello Contractor,

Attached are files containing your Department of State Health Services (DSHS) amendment. Please print two copies of each, in the order they appear in this e-mail, sign and return both copies to this unit as soon as possible. Your amendment will be signed by DSHS and returned to your agency.

Changes made to any portion of the amendment documents 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.

PLEASE NOTE: Return both copies of the amendment in their entirety to the address below. Amendments returned to any other address may result in contract delays.

Mailing Address for Regular Mail	**Physical Address for Overnight Mail**
Client Services Contracting Unit MC 1886 Department of State Health Services PO Box 149347 Austin, TX 78714-9347	Client Services Contracting Unit MC 1886 Department of State Health Services 1100 W. 49th Street Austin, TX 78756

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact Donna Ockletree at 512-776-3683 or via email at donna.ockletree@dshs.state.tx.us

Donna Ockletree, Contract Specialist IV

Department of State Health Services
Client Services Contracting Unit, Tower Bldg.
1100 West 49th Street
Austin, TX 78756

US Mail: PO Box 149347
Austin, TX. 78714-9347

Phone: 512-776-3683
Fax: 512-776-7351
Click here for Contracting Resources:
http://online.dshs.state.tx.us/finance/cscu.htm

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY (Contractor) agree to amend the Program Attachment #003 (Program Attachment) to Contract #2013-041204 (Contract) in accordance with this Amendment No. 003A: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre, effective 12/21/2012.

The purpose of this Amendment is to add additional Discretionary Projects: C2-LHD-34 POD exercise-Pertussis, C2-LHD-33 GTR 8000 Base Radio repeaters, and C2-LHD-81 Morgue trailer. Add $3245 to current Project LHD-55e for WebEOC Board Builder Course and projects.

Therefore, DSHS and Contractor agree as follows:

PROGRAM ATTACHMENT NO. ~~**003**~~ **003A**

SECTION I. STATEMENT OF WORK, page 1, paragraph 1, is revised to add the following:

Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Numbers CDC-RFA-TP11-1101CONT11 and CDC-RFA-TP12-1201) from the Centers for Disease Control and Prevention (CDC). CDC's new five-year Public Health Emergency Preparedness (PHEP) - Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs by advancing public health and healthcare preparedness.

SECTION I. STATEMENT OF WORK, page 1, paragraph2, "Contractor shall address the following CDC PHEP Capabilities under this Program Attachment"**, is revised to add the following:**

Capability 5: Fatality Management
Capability 8: Medical Countermeasure Dispensing

Capability 5 - Fatality Management:

Definition: Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

SECTION I. STATEMENT OF WORK, page 2, is revised to add the following:

Capability 8 - Medical Countermeasure Dispensing:

Definition: Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

SECTION I. STATEMENT OF WORK, page 3, is revised to add the following:

- WebEOC Board programming training~~. Contractor's staff shall travel and participate in~~ The WebEOC Board trainer shall travel to Hidalgo County to perform the training to Hidalgo's staff on WebEOC courses to improve programming during a public health emergency under this "Project LHD-55e". The allocation for Project LHD-55e is ~~$9,689.00~~ $12,934.00;
- One thousand (1000) doses of Pertussis vaccine to be used during a full scale exercise in an effort to support medical countermeasure dispensing. This project shall be referred to and reported to DSHS as "Project C2-LHD-34". The allocation for Project C2-LHD-34 is $28,530.00. and shall not exceed this amount without DSHS prior approval; and
- Two (2) GTR 8000 Base Radio repeaters and the supporting equipment. This project shall be referred to and reported to DSHS as "Project C2-LHD-33". The allocation for Project C2-LHD-33 is $89,521.00 and shall not exceed this amount without DSHS prior approval.
- Morgue trailer to be used in response to a public health emergency for the proper handling of human remains during and after a mass casualty event. Contractor will hold and facilitate one (1) stakeholder meeting to develop a Mass Fatality Management Plan for their county. This project shall be referred to and reported to DSHS as "Project C2-LHD-81". The allocation for Project C2-LHD-81 is $91,800.00 and shall not exceed this amount without DSHS prior approval.

SECTION I. STATEMENT OF WORK, page 4, paragraph 2, "The following documents and resources are incorporated by reference and made a part of this Program Attachment" **is revised to add the following:**

- Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Numbers: CDC-RFA-TP11-1101CONT11 and CDC-RFA-TP12-1201;

SECTION VII. BUDGET is revised to add the following:

SOURCE OF FUNDS: *CFDA* #**93.069** and 93.074

The categorical budget is revised as attached.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

_____
Signature of Authorized Official

Date: _____

Janna Zumbrun, M.S.S.W.

Acting Assistant Commissioner for Prevention and Preparedness Services

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

512.776.7111

Janna.Zumbrun@dshs.state.tx.us

Contractor

_____
Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre

CONTRATOR: HIDALGO COUNTY
CONTRACT NO: 2013-041204
CONTRACT TERM: 09/01/2012 **THRU:** 08/31/2013
BUDGET PERIOD: 09/01/2012 **THRU:** 08/31/2013 **CHG:** 003A

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$4,366.00	$0.00	$(4,366.00)
Equipment	$12,000.00	$139,519.00	$127,519.00
Supplies	$5,616.00	$56,065.00	$50,449.00
Contractual	$38,750.00	$103,121.00	$64,371.00
Other	$8,644.00	$7,444.00	$(1,200.00)
Total Direct Charges	$69,376.00	$306,149.00	$236,773.00
INDIRECT COST			
Base ($)	$0.00	$0.00	$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	$0.00	$0.00	$0.00
PROGRAM INCOME			
Program Income	$0.00	$0.00	$0.00
Other Match	$6,938.00	$30,616.00	$23,678.00
Income Total	$6,938.00	$30,616.00	$-23,678.00
LIMITS/RESTRICTIONS			
Advance Limit	$0.00	$0.00	$0.00
Restricted Budget	$0.00	$0.00	$0.00
SUMMARY			
Cost Total	$69,376.00	$306,149.00	$236,773.00
Performing Agency Share	$6,938.00	$30,616.00	$23,678.00
Receiving Agency Share	$62,438.00	$275,533.00	$213,095.00
Total Reimbursements Limit	$62,438.00	$275,533.00	$213,095.00

JUSTIFICATION

Adding Callout#2-LHD-34 additional project-POD exercise-Pertussis to their current discretionary contract and add $3245 to current Project LHD-55e for training inhouse on the Boad Builder Course-increase and C2-LHD-33&81 projects.

Financial status reports are due: 12/31/2012, 03/29/2013, 07/30/2013, 10/30/2013

DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

EQUIPMENT LIST CHANGE REQUEST

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre
CONTRACTOR: HIDALGO COUNTY
CONTRACT TERM: 09/01/2012 **THRU:** 08/31/2013
BUDGET PERIOD: 09/01/2012 **THRU:** 08/31/2013
CONTRACT NO: 2013-041204 **CHG:** 003A

PREVIOUS EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
1	HAM Radio YAESU FRDX9000/CONTEST 200W TRANSCEIVER, SINGLE RCVR	2	$5,400.00	$10,800.00
2	HAM Radio YAESU FRDX9000/CONTEST 200W TRANSCEIVER, SINGLE RCVR - 10% of Item Cash Match	2	$600.00	$1,200.00
			$	$
			$	$

NEW EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
1	GTR 8000 Base Radio repeater	1	$89,520.00	$89,520.00
2	HAM Radio YAESU FRDX9000/CONTEST 200W TRANSCEIVER, SINGLE RCVR	2	$5,049.50	$10,099.00
3	a morgue trailer	1	$39,900.00	$39,900.00
			$	$

DATE: February 13, 2013

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 3-1293-441-00-340-047-3-XXX PPCPS-BDS

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 -
3-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	$ (23,678.00)
3-1100-491-01-000-293-3-891	TRANSFERS OUT-HEALTH GRANTS	$ 23,678.00
Travel		
3-1293-441-00-340-047-3-583	PPCPS-BDS - Travel Out-of-County	(4,366.00)
Equipment		
3-1293-441-00-340-047-3-748	PPCPS-BDS - Other Equipment	$ 127,519.00
Supplies		
3-1293-441-00-340-047-3-604	PPCPS-BDS - Medical and Laboratory Supplies	$ 31,700.00
3-1293-441-00-340-047-3-619	PPCPS-BDS - Other Miscelleneous Supplies	$ 18,749.00
Contractual		
3-1293-441-00-340-047-3-320	PPCPS-BDS - Professional	$ 64,371.00
Other		
3-1293-441-00-340-047-3-584	PPCPS-BDS - Registration	$ (6,400.00)
3-1293-441-00-340-047-3-441	PPCPS-BDS - Rental of Land and Buildings	$ 5,200.00
	TOTAL EXPENDITURES	$ 236,773.00
3-1293-331-12-340-047-3-000	PPCPS-BDS - Revenue	$ 213,095.00
3-1293-391-01-000-100-3-000	TRANSFERS IN-GENERAL FUND	$ 23,678.00
	TOTAL REVENUES	$ 236,773.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 236,773.00

REASON: To appropriate the PPCPS-BDS grant amendment 003A for FY 13. Grant amendment requires a 10% local match. Local match will come from Contigency acct. # 3-1100-415-00-115-002-0-899

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. 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

February 21, 2013

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., 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 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
$213,095.00	Grant Contract #2013-041204-003A PPCPS/BTDFP1

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

2/25/13
Date

THE COUNTY OF HIDALGO TEXAS

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-36950 **Health & Human Services Dept. 6. F.**

CC REGULAR 2

Meeting Date: 03/01/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit the Texas Department of State Health Services Contractor's Request for Revision to amend Hidalgo County RLSS / Local Public Health System grant contract #2013-041204-002. The purpose of this change request is to request additional grant funding in the amount of $24,021.00.

BACKGROUND

08/27/12 - AI-33468 - Acceptance of the original RLSS / LPHS FY 13 grant contract.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1293-441-00-340-006-3-xxx

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

BUDGETARY IMPACT:

No local matching funds required.

Attachments

DSHS Letter

CRR

Form Review

Form Started By: Mike Escaname Started On: 02/26/2013

Final Approval Date: 02/22/2013

From: Medina,Elma (DSHS) [mailto:Elma.Medina@dshs.state.tx.us]
Sent: Friday, February 01, 2013 2:22 PM
To: Abdul Alhassan; Alicia Long ; Amy Fagan; Anita Martinez ; Annette Rodriguez, ; Anthony Bethel ; Bain C Cate, MD; Bing Burton,PHD; Bonnie Scurzi; Faulkenberry,Bridget (DSHS Contact); Bruce Parsons; Candy Blair ; Carlos Rivera; Cathy Sbrusch; Celestino Garcia, RS; Charles Pruski; Cheryl Johnson; Chris Taylor; Clyde Goodbar; Craig Lindholm; Dana Eaton ; Danny Brackin, CPA; David C Murley; David Lurie ; David Nicholson; Debra Mccullough; Delores Bacon; Denise Cherry; Donna Hilleary; Eduardo Olivarez; Edwin Baker; Emily Carroll; George T Robert, Jr ; Gina Prestridge; Ginger Garrett; Gino Solla; Grady M. Mcmahon, D.O., RPH; Havery Don Ware, RS; Hector Gonzales, MD; Hermina Palacio,MD,MPH; James David_Cherokee Co; James E Barden ; Jean N. Galloway; Joe Lilly; Joel Ardoin ; Joel Hale; John Teel; Judith Smith; Judy Beck; kathleen Shields; Kathy Dietzel ; Kay Reynolds; Kelli Shurbet; Ken E. Bost ; Kenna Plasek; Kenneth Coleman; Kevin Stacks,MD; Larry Johnson ; Leo D. O'gorman,MD,MPH; Lou K Brewer,RN.MPH; Lou Kreidler; Maria Allen; Maria Knebel; Maria Lemus; Mark Guidry ; Mary des Vignes-Kendrick; Mary Pastor; Mary Pastor M.D. ; Matt Richardson; Nancy Haney ; Pamela Muennink; Pasty Gaines; Penny Wilson; Phyllis English; Pike,James (DSHS); Priscilla Hargraves; Rachael Clayton; Rebecca Herring; Ronald Moody; S McElroy; S Shafer; Sandra Villarreal, RS; Shannon Jones; sharon shaw; Sherry Ulmer; Sherry Williams; Shiela Cole; Stephen L. Williams,M.Ed,M.P.A.; Susan Nicola; Terrie Black; Terry Simpson; Thomas Schlenker; Tish Hudson; Toy Akridge; Virginia Longoria; Wendy Chung; William R Mitchell; WS Riggins, Jr.; Yvette Salinas; Zach Holbrooks; Zachary S Thompson; Zachary S. Thompson
Cc: Garcia,Susana K (DSHS); Smith,Dan (DSHS); Buck,Anita (DSHS); Pearson,Amy (DSHS); Anderson,Mary (DSHS); McGaha,Paul (DSHS); Pendergrass,Peter (DSHS); Ringsdorf,Lillian (DSHS); Smith,Brian (DSHS); Zoretic,James (DSHS)
Subject: FW: PHHSBG 19% Restoration

Dear Local Health Department Director/Public Health District Director:

DSHS is pleased to announce the intent to offer restoration of Preventive Health & Health Services Block Grant funds to your existing 2013 RLSS/LPHS contract in an amount up to the 19% reduction applied to your contract at the beginning of state fiscal year 2013. .

If your agency would like to request restoration of some or all of the 19% reduction, please complete and submit the following documents **by 5:00 p.m. Friday, February 22, 2013**, via email to localphteam@dshs.state.tx.us: Categorical Budget, Contract Budget/Revised Budget Form, and Exhibit A (attached) .

- ***RLSS/LPHS Contract*** – *Submit revised DSHS Categorical Budget Forms (up to the 19% reduction) & revise* ***Exhibit A*** *with an increase in services,* ***if applicable***

The contract period for the utilization of these funds is ***September 1, 2012, through August 31, 2013***, with all activities associated with these funds to be completed and expended by August 31, 2013. Requested funds must be allocated in one or more of the following categories: ***Travel, Equipment, Contractual, Supplies and Other.***

We appreciate your cooperation and commitment toward working to enhance and integrate essential public health services at the local level. Thank you in advance for your timely response. Should you have questions, please contact me at (512) 776-2181.

Sincerely,

Elma Medina

Have a great day.

Elma Medina
Regional & Local Health Services,
and Compliance Branch, MC 1990
Department of State Health Services
P.O. Box 149347, Austin, Texas 78714-9347
WK: 512/776-2181
Fax: 512/776-7391
email: elma.medina@dshs.state.tx.us



DSHS Contract Manager USE ONLY
Source Request No.

DEPARTMENT OF STATE HEALTH SERVICES
Contractor's Request for Revision (CRR)

The Department of State Health Services (DSHS) and __Hidalgo County_____ (Contractor) agree to certain terms of Contract No. _2013-041204 (Contract), Program Attachment No. ___002_____ (Program Attachment) in accordance with this CRR, effective the date this document is signed by DSHS or the date specified by DSHS, as follows:

Except as provided within this CRR, all other provisions of the Contract remain in effect. In the event of a conflict between the terms of the Contract and the terms of this CRR, this CRR shall control.

The Program Attachment is hereby revised as follows:

****

1. Revision Request - Section of Program Attachment to be revised: DSHS Contract Manager Initials: _____

Description of the revision requested. Describe any attachments to this form, which shall be incorporated into this document as a part of the Contract: ____Submitting the CRR and Contract Budget / Revised Budget form for authorization of a Budget Revision to the RLSS / LOCAL PUBLIC HEALTH SYSTEM grant contact.

Purpose for change request: (if the effective date of the change will be retroactive, include a justification for the retroactive effective date): __The purpose of this CRR and Contract Budget / Revised Budget is to request the restoration of the 19% reduction in grant funding.

Effective date of revision, as specified by Department, is _____.

DEPARTMENT OF STATE HEALTH SERVICES	_Hidalgo County_____ Contractor
_____ Signature of Authorized Official	_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM Director, Client Services Contracting Unit 1100 West 49th Street Austin, Texas 78756 (512) 458-7470	_Ramon Garcia, Hidalgo County Judge_____ Printed Name and Title _302 W. University Dr_____ Address
Bob.Burnette@dshs.state.tx.us	_Edinburg, Texas 78539_____ City, State, Zip _(956) 318-2600_____ Telephone Number _ramon.garcia@co.hidalgo.tx.us_____ E-mail Address for Official Correspondence

The general rule is that any change to the Contract requires a written Amendment (GP §13.15 [subrecipient]). The only exceptions are those explicitly stated in §13.16 (Contractor's Notification of Change) and §13.17 (Contractor's Request for Revision).

Instructions: **Two originals** of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the Contract Manager in the Contract Management Unit assigned to the Program Attachment. A separate CRR is required for each Program Attachment to be revised. A fully executed original will be returned to Contractor if approved by the Department.

Note: Circumstances of a requested CRR may indicate the need for a Contract Amendment with written justification rather than a CRR.

AI-36839 **Health & Human Services Dept. 6. G.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Dairen Sarmiento **Submitted By:** Perla Lopez, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Discussion, consideration, and approval of Hidalgo County's contribution to the 1115 Waiver Program Uncompensated Care for FY 2013 in the total amount of $8,000,000.00.

2. Discussion, consideration, and approval of State Fiscal Year first quarterly draw down in the amount of $2,062,500.00 for the 1115 Waiver Program Uncompensated Care.

3. Discussion, consideration, and approval of State Fiscal Year second quarterly draw down in the amount of $2,020,833.33 for the 1115 Waiver Program Uncompensated Care.

BACKGROUND

The $8,000,000 has been budgeted and appropriated during the FY 2013 budget process. Commissioners' Court will be notified two weeks prior to the quarterly draw downs.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-444-00-240-004-3-843

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

BUDGETARY IMPACT:

Available funds as of 2/19/13 are $8,000,000.00.

Partial Pmt for 2nd Quarter: $1,333,333.33

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-444-00-240-004-2-843

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

BUDGETARY IMPACT:

Available funds as of 2/19/13 are $2,750,000.00.

Payment for 1st Quarter: $2,062,500
Partial Pmt for 2nd Quarter: $ 687,500

Attachments

UC Scheduled Pmts

Auditors Worksheet - Qtrly Pmts

Form Review

Form Started By: Perla Lopez Started On: 02/26/2013

Final Approval Date: 02/22/2013

Waiver Reimbursement Rule Amendment

January 28 – Rule filed with the Texas Register/Shared with Stakeholders
February 7 – Rule is presented to HPAC
February 8 – Rule is published in the Texas Register as proposed/Comment period begins
February 14 – Rule is presented to MCAC
February 19 at 2:00 – Rule hearing
February 28 – Rule is presented to HHSC Council
March 11 – 30-day comment period ends
April 1 – Rule is sent to the Texas Register as adopted
April 20 – Rule is effective

Amendment 1: HHSC proposes to obtain from each Anchor an up-to-date breakdown of IGT commitments from all governmental entities that will be providing IGT for UC or transition payments for each hospital and physician group within the RHP that is eligible for payments.

Amendment 2: HHSC proposes to proportionately reduce all hospital and physician group practice UC payments if the sum of all UC payment amounts with IGT commitments for hospitals, physician groups, and government dental and ambulance providers exceeds the UC pool cap. Transition payments for former UPL providers will be included in any calculation of proportionate reductions. Once reductions are calculated, HHSC will not re-calculate the resulting payments if the IGT commitments upon which the reduction calculations were based are different from the actual IGT amounts.

Amendment 3: HHSC proposes to delete rule language indicating that UC payments for physician, pharmacy and clinic costs will be made prior to UC payments for Medicaid shortfall and uncompensated care (e.g., costs captured by the HSL).

Amendment 4: HHSC proposes to add rule language to indicate that IMDs may not report cost and payment data in the UC application for services provided during the data year to Medicaid-eligible and uninsured patients ages 21 through 64.

Amendment 5: HHSC proposes to add language requiring providers to be actively enrolled in Medicaid at the beginning of the demonstration year and have submitted and be eligible to receive payment for a Medicaid claim for payment during the demonstration year in order to qualify for UC during the demonstration year.

Amendment 6: HHSC proposes to add rule language indicating that DSRIP payments for DYs 2-5 cannot be paid until both HHSC and CMS review and approve achievement of plan metrics.

Amendment 7: HHSC proposes to add rule language indicating that hospitals cannot request an increase in their DSH HSL on their UC application

Amendment 8: HHSC proposes to add Category 4 reporting requirements for UC only hospitals.

UC Update

- Document Validation: every UC packet submission must include a Certification Page, UC tool submitted via e-mail, Certifications of Participation, and if necessary, an updated Indigent Care Affiliation Agreement.
- Consultant Review of Database for logical inconsistencies.
- Reported Costs Review – focus on costs that appear higher than normal given size of provider and relative to other costs reported by the same provider.
- Cost Summary Adjustments Validation - submitted documentation is reviewed to verify submitted dollar amounts; if amount cannot be verified against supporting documentation, provider is contacted to provide more detail.
- Schedule 2 Validation – verify that hospital is contracted with Texas Vendor Drug Program and pharmacy is owned and operated by the hospital.
- Total estimated allowable costs = $4.5 billion ($3.9 billion HSL not covered by DSH; $500 million Schedule 1; $140 million Schedule 2).
- DY1 UC Pool Cap = $3.7 billion.
- Work with Anchors to gather IGT commitment data for RHP UC.
- Collect IGTs from March 27 – April 12, 2013 (tentative dates)
- DY1 UC payment – tentatively set for May 7, 2013
- Current plan is to determine DY2 Q1-2 UC payments using DY1 UC data as a proxy.
- Gather UC data at close to same time as DSH data using same tool for HSL determination.
- DY2 Q3-4 based on DY2 UC tool data.

DRAFT Payment Calendar

Payment Type	IGT Due	Payment
DY1 DSRIP (RHP 14, 17)	3/7/2013	3/28/2013
DY1 DSRIP (est. 8 RHPs)	3/22/2013	4/30/2013
DY1 UC	3/27/13-4/12/13	5/7/2013
DY1 DSRIP Clean-up (est. remaining 10 RHPs)	4/24/2013	5/15/2013
DY2 UC Q1-Q2 (proxy)	6/10/2013-6/28/2013	7/20/2013
DY2 DSRIP (1A of 2)	9/9/2013	9/30/2013
DY2 DSRIP (1B of 2)	10/21/2013	11/12/2013
DY2 UC Q3	11/22/2013-12/13/2013	1/16/2014
DY2 DSRIP (2 of 2)	1/3/2014	1/24/2014
DY2 Admin	1/20/2014	2/10/2014
DY2 UC Q4	2/26/2014-3/10/2014	3/28/2014

Quarter	State FISCAL YEAR	Period Covered	Wire Transfer	Calendar Year 2011	Calendar Year 2012	Calendar Year 2013	
1st QTR	2012	Sept- Nov 2011	N/A	**PER CC 2/28/12 NO TRANSFER APPROVED**			
2nd QTR	2012	Dec 2011	2/28/2012	708,333.00			1 mth paid Budget 2011 was 8,500,000
2nd QTR	2012	Jan - Feb 2012	2/28/2012		1,375,000.00		2 mths paid Budget 2012 was 8,250,000
3rd QTR	2012	Mar- May 2012	5/24/2012		2,062,500.00		
4th QTR	2012	Jun - Aug 2012	10/23/2012		2,062,500.00		
1st QTR	2013	Sept- Nov 2012			2,062,500.00		
2nd QTR	2013	Dec 2012			687,500.00		1 mth Budget 2012 was 8,250,000
2nd QTR	2013	Jan - Feb 2013				1,333,333.33	2 mths Budget 2013 was 8,000,000
3rd QTR	2013	Mar- May 2013				2,000,000.00	
4th QTR	2013	Jun - Aug 2013				2,000,000.00	
1st QTR	2014	Sept- Nov 2013				2,000,000.00	
2nd QTR	2014	Dec 2013				666,666.67	
				708,333.00	8,250,000.00	8,000,000.00	
					(2,750,000.00)		
					5,500,000.00		

AI-36842 **Health & Human Services Dept. 6. H.**

CC REGULAR 2

Meeting Date: 03/01/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to issue purchase order to encumber funds to renew the Non-Commercial Political Certificate for Health & Human Services Dept. - Environmental Division employees, Elizardo Ramos Jr. and Ruben Hernandez.

2. Requesting approval to reimburse Health & Human Services Dept. - Environmental Division employees, Elizardo Ramos Jr. and Ruben Hernandez, $12.00 each after payment for the Non-Commercial Political Certificate is made with personal funds. Authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-441-00-340-001-0-811

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

BUDGETARY IMPACT:

Requisition #230644 and #230645.

Attachments

Invoices

Req 230644

Req 230645

Form Review

Form Started By: Mike Escaname Started On: 02/26/2013

Final Approval Date: 02/22/2013

Texas Department of Agriculture
P.O. Box 12847
Austin, TX 78711-2847

January 8, 2013 190

551500910004790102

TEXAS DEPARTMENT OF AGRICULTURE
TODD STAPLES, COMMISSIONER

ELIZARDO RAMOS JR.
ELIZARDO RAMOS JR.
1304 S 25TH AVE
EDINBURG TX 78542

CLIENT #: 00400611
INVOICE #: 01018024
USER ID: eramos5

Important Information about New Email Policy on Back

DEAR ELIZARDO RAMOS JR.

Your NONCOMMERCIAL POLITICAL certificate (0526938) will expire on February 28, 2013. Please detach the coupon below and submit it with your payment. Payment must be received (not postmarked) by this date or a late fee will be assessed. If you have already submitted this payment please disregard this notice.

*** IF YOUR FEE IS $0.00 YOU MUST STILL MAIL IN THE COUPON TO RENEW ***

ONLINE RENEWAL IS NOW AVAILABLE! We encourage you to renew online. Your User ID is provided above. To renew online, follow these instructions:

1. Renewals with $0.00 due cannot be submitted online
2. Go to: https://bridge.tda.state.tx.us
3. Click Forgot Password Link to retrieve password.
4. Click on Renew License. (Some account types are not eligible to renew online.)
5. Check the box next to the license(s) you wish to renew.
6. Click on Payment Method and click Renew.
7. Enter payment information and click Submit and follow onscreen instructions & print receipt.
8. Print Payment Submitted page and retain for your records.
9. Reminder, certain license types may be assessed a processing fee for online renewal.

For questions concerning your renewal, please contact TDA at license.inquiry@texasagriculture.gov, or call (877) 542-2474, or (800) 735-2989 (TDD).

Keep the top portion for your records

Please detach coupon at perforation and submit coupon with your remittance if you choose not to renew online.

Renewal Coupon

Texas Department of Agriculture
P.O Box 12077
Austin, TX 78711-2077

*****Check back of this coupon for possible additional information requirements.*****

NONCOMMERCIAL POLITICAL

TDA Client Name: ELIZARDO RAMOS JR.
TDA Client No: 00400611
Account No: 0526938
Invoice No: 01018024
Amount Due on or after 03/01/2013 $18.00
Amount Due on or after 05/29/2013 $24.00

Amount in Credit:
Total Amount Due: $12.00
Amount Enclosed:

001018024 03012013000012006 11

Texas Department of Agriculture
P.O. Box 12847
Austin, TX 78711-2847

January 8, 2013 178

5515009100044701 02

TEXAS DEPARTMENT OF AGRICULTURE
TODD STAPLES, COMMISSIONER

RUBEN HERNANDEZ
ELIZANDO RAMOS
1304 S 25TH ST
EDINBURG TX 78542

CLIENT #: 00399377
INVOICE #: 01017992
USER ID: eramos4

Important Information about New Email Policy on Back

DEAR ELIZANDO RAMOS

Your NONCOMMERCIAL POLITICAL certificate (0524852) will expire on February 28, 2013. Please detach the coupon below and submit it with your payment. Payment must be received (not postmarked) by this date or a late fee will be assessed. If you have already submitted this payment please disregard this notice.

*** IF YOUR FEE IS $0.00 YOU MUST STILL MAIL IN THE COUPON TO RENEW ***

ONLINE RENEWAL IS NOW AVAILABLE! We encourage you to renew online. Your User ID is provided above. To renew online, follow these instructions:

1. Renewals with $0.00 due cannot be submitted online
2. Go to: https://bridge.tda.state.tx.us
3. Click Forgot Password Link to retrieve password.
4. Click on Renew License. (Some account types are not eligible to renew online.)
5. Check the box next to the license(s) you wish to renew.
6. Click on Payment Method and click Renew.
7. Enter payment information and click Submit and follow onscreen instructions & print receipt.
8. Print Payment Submitted page and retain for your records.
9. Reminder, certain license types may be assessed a processing fee for online renewal.

For questions concerning your renewal, please contact TDA at license.inquiry@texasagriculture.gov, or call (877) 542-2474, or (800) 735-2989 (TDD).

Keep the top portion for your records

Please detach coupon at perforation and submit coupon with your remittance if you choose not to renew online.

Renewal Coupon

Texas Department of Agriculture
P.O Box 12077
Austin, TX 78711-2077

*****Check back of this coupon for possible additional information requirements.*****

NONCOMMERCIAL POLITICAL
TDA Client Name: RUBEN HERNANDEZ
TDA Client No: 00399377
Account No: 0524852
Invoice No: 01017992
Amount Due on or after 03/01/2013 $18.00
Amount Due on or after 05/29/2013 $24.00

Amount in Credit:
Total Amount Due: $12.00
Amount Enclosed:

001017992 03012013000012005 11

Requisition Inquiry - FOINQ01A 8/21/12 10:20 pm

Requisition No 00230644
Po No
Date Entered 01-30-2013
Status Disapproved Requisition

Vendor HERNANDEZ, RUBEN
Address C/O HEALTH DEPARTMENT

Owner JESCALANTE

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	REIMBUREMENT FOR RENEWAL OF NONCOMMERCIAL POLITICAL	12.0000	12.00

Total **12.00**

Account Number	Description	Account Balance	Amount
3-1100-441-00-340-001-0-811	HEALTH ADM-LICENSES & PERMITS	1,026.00	12.00

Requisition Inquiry - FOINQ01A 8/21/12 10:20 pm

Requisition No 00230645
Po No
Date Entered 01-30-2013
Status Disapproved Requisition

Vendor RAMOS, ELIZARDO JR
Address C/O HEALTH DEPT.

Owner JESCALANTE

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	REIMBUREMENT FOR RENEWAL OF NONCOMMERCIAL POLITICAL	12.0000	12.00

Total **12.00**

Account Number	Description	Account Balance	Amount
3-1100-441-00-340-001-0-811	HEALTH ADM-LICENSES & PERMITS	1,026.00	12.00

AI-36838 **Health & Human Services Dept. 6. I.**

CC REGULAR 2

Meeting Date: 03/01/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Memorandum of Understanding Between La Joya Independent School District And County of Hidalgo. The purpose of the Agreement is to provide immunization and immunization clinics to students from La Joya ISD.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1293-345-40-340-012-3-000

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

BUDGETARY IMPACT:

Attachments

MOU

Form Review

Form Started By: Mike Escaname Started On: 02/26/2013

Final Approval Date: 02/22/2013

Memorandum of Understanding Between
La Joya Independent School District
And County of Hidalgo

(AB)

This Agreement is made on this 26th day of February, 2012 13- by and between **LA JOYA INDEPENDENT SCHOOL DISTRICT,** hereinafter referred to as "School District", and County of Hidalgo by and through The Hidalgo County Health & Human Services Department, hereinafter referred to as "HCHHSD" for providing immunization and immunization clinics to students from La Joya Independent School District.

WHEREAS, the School District shall pay HCHHSD a fee of $5.00 per vaccine for each qualifying student vaccinated by the HCHHSD. Payment shall be made on/or before services rendered. The total amount of doses administered shall be determined by the School District.

WHEREAS, The School District and HCHHSD are authorized to enter into this agreement for the mutual benefit of both School District and HCHHSD.

NOW THEREFORE, School District and HCHHSD, in consideration of the mutual agreement expressed hereinafter, agree as follows:

1. HCHHSD shall conduct Immunization clinics to TVFC qualifying students 18 years of age or younger; which will cover all school required vaccine for qualifying students; screening immunization records, screening for TVFC program eligibility, educating students and parents on vaccine preventable diseases, school required vaccines, and Immtrac, (State Immunization Registry).
2. HCHHSD will conduct immunization clinics at the designated place, date and time the School District and the Immunization Program Coordinator decide on.
3. HCHHSD shall provide the School District students with an immunization record or an updated immunization record as proof that required vaccines were administered.
4. **TERMINATION.** Either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice.

LA JOYA INDEPENDENT SCHOOL DISTRICT **COUNTY OF HIDALGO, TEXAS**

Maura Ruffah 2/4/13
Executive Assistant/Principal Date

Hidalgo County Judge Date

Aldo Benavides 1/22/13
Superintendent Date

Attest:
Hidalgo County Clerk Date

Approved as to form:
Office of Criminal District Attorney, Rene Guerra

By:_____
Josephine Ramirez Solis
Assistant District Attorney

AI-36563 **Adult Probation 7. A.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted By: Rodolfo Perez, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

Alternative Incarceration Program (1100):
1. Presentation, discussion and consideration of the Hidalgo County Alternative Incarceration Program's growth in operations.
2. Approval to create the following regular full-time positions:

Slot No.	Position Title	Budgeted Salary
0005	Security Technician	$30,000.00
0006	Security Technician	$30,000.00

3. Approval of interdepartmental transfer to fund salaries, fringes and other operating expenditures.
4. Approval of revised salary schedule.

BACKGROUND

Expenditures	Amount
Salaries & Fringe Benefits	$69,196.29
Operating	$41,000.00
TOTAL EXPENSES	**$110,196.29**

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds for proposed positions, fringes and other operating expenditures available from Co. Wide Adm. - Contingency as of 02/26/13.

Attachments

Job Description
Revised salary schedule
PARs
Back-up
Fiscal Note
Interdept.

Form Review

Form Started By: Rodolfo Perez Started On: 02/26/2013

Final Approval Date: 02/22/2013

SECURITY TECHNICIAN

GENERAL DESCRIPTION

Performs routine security enforcement work; Work involves supervisor offenders to monitor compliance with the orders of the court (i.e. curfew, employment, address verification, house arrest, electronic monitoring and other special conditions); Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs field visits to offenders place of residence, employment, or confinement in accordance with department and CJAD standards

Watches for unauthorized persons, fires, and unusual occurrences when within the department; Reports emergencies upon discovery

Apprehends suspects in cases of unauthorized entry into buildings and/or work areas, malicious mischief, or other violations

May assist in monitoring and authorizing entrance and departures of employees, visitors, and other persons to maintain security of premises

Assists in responding to alarms and investigating disturbances

May be required to testify before the Courts

Adheres to and complies with Texas State Laws, Probation Standards, Court orders, Department policies/procedures and directives and the Probation Officer's Code of Ethics

May be required to work irregular hours on a flex-time basis and/or travel to high-crime areas during daytime and evening hours

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to four (3-4) years of experience in law enforcement or probationary work; experience working with disadvantaged or underprivileged individuals preferred. Graduation from a standard senior high school or equivalent required; Associate's degree in criminal justice or related field preferred but not required. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Applicants may be subject to an extensive background investigation and may be finger printed

Must have not been convicted of or placed on court-ordered community supervision/probation for any criminal offense classified as a Class B misdemeanor or higher or a Class C misdemeanor involving moral turpitude

Knowledge, Skills, and Abilities

Knowledge of the concepts of probation standards and ethics in the State of Texas

Ability to maintain a high degree of professionalism

Ability to read, interpret, and accept documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to complete reports and answer routing correspondence

Ability to supervise and communicate effectively with staff and the public

Ability to deal with problems involving several concrete variables in standardized situations

Knowledge of computers and spreadsheets preferred

Must have good writing and communication skills

Must be well organized

Ability to enforce security rules and regulations to react quickly and calmly in emergency situations, and to communicate effectively

Ability to create safe and positive environment

Ability to maintain accurate records

Ability to maintain department vehicle and adhere to all state laws, policies, and rules

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate to loud.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-423-00-320-034-0

AI - 36563

ALTERNATIVE INCARCERATION PRG

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ADULT SUPERVISION OFFICER	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0002	113	ADULT SUPERVISION OFFICER	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0003	113	SECURITY TECHNICIAN	$31,000.00	$0.00	$31,000.00	0.03	$930.00	$0.00	$31,930.00	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,000.00
0004	113	SECURITY TECHNICIAN	$31,000.00	$0.00	$31,000.00	0.03	$930.00	$0.00	$31,930.00	$31,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,000.00
0005	**113**	**SECURITY TECHNICIAN**	**$0.00**	**$30,000.00**	**$30,000.00**	**0**	**$0.00**	**$0.00**	**$30,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0006	**113**	**SECURITY TECHNICIAN**	**$0.00**	**$30,000.00**	**$30,000.00**	**0**	**$0.00**	**$0.00**	**$30,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$146,000.00	$60,000.00	$206,000.00		$4,380.00	$0.00	$210,380.00	$145,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$145,000.00

Approval to create the above highlighted full-time positions.
All personnel actions pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: ALTERNATIVE INCARCERATED PROGRAM (320-034) DATE: 2/5/2013

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0006

REQUESTED POSITION TITLE: SECURITY TECHNICIAN

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 30,000.00	$ 30,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [X] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[✓] RO	Exempt	[ ]
Non-Exempt	[ ]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Numbers served far exceed the initial funding.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1-23-13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☒ NO
2.	Esther A. Cortez / [illegible] HUMAN RESOURCES DIRECTOR	01.25.13 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	02/13/2013 Date	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: ALTERNATIVE INCARCERATED PROGRAM (320-034) DATE: 2/5/2013

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0005

REQUESTED POSITION TITLE: SECURITY TECHNICIAN

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 30,000.00	$ 30,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [X] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[✓]	Exempt	[ ]
Non-Exempt	[ ]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Numbers served far exceed the initial funding.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1-23-13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☒ NO
2.	Esther A. Cortez / HR HUMAN RESOURCES DIRECTOR	01.25.13 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	02/13/2013 Date	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

Alternative Incarceration Program Update

The Alternative Incarceration Program (AIP) was proposed to help assist in reducing the number of persons incarcerated by Hidalgo County by allowing the courts of Hidalgo County to place offenders that would normally be incarcerated in the Hidalgo County Jail into a house arrest program.

The original request was for $189,000 and was supposed to maintain a level of 50 persons in the program and not in jail. It was projected to have a cost savings to the county of $766,000 for a full year of operations.

In 2012 the program started pulling persons out of the jail and increasing the numbers of individuals supervised out of jail. In January 2012 we had 11 individuals and by August we had hit the 50 person target. We were at 76 in November and peaked at 89 in December. The total cost savings to the county was $707,595 for 2012, having removed 302 individuals from the Hidalgo County Jail and saving the county the cost of 16,455 bed days, immeasurable medical and transportation costs.

We conducted over 6,400 field visits on these 302 individuals on weekdays, week nights, weekends and holidays. We have a Probation Officer at the jail to screen individuals every day and take office reports up to twice a week on each individual. Each individual is responsible to maintain an itinerary that they are held accountable to follow, notifying officers of any deviations. During the year, 34 individuals were sent back to jail or court for violating the program rules.

The program has been highly successful, both programmatically and fiscally and much more growth is on the horizon with the District Attorney's office agreeing to allow the AIP to supervise some of the lower level drug offenders awaiting lab results and the Master Courts looking to allow child support cases to be supervised by the program as well.

We must have two additional field officers and one additional vehicle just to keep up with the growing numbers. The department is assisting the program with its resources but will not be allowed to continue to do so. The program has expanded beyond our ability to manage without the additional resources.

The County asked for help in both jail overcrowding and indigent defense and we responded with a successful implementation of the AIP. Please allow us to continue this successful program.

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Friday, March 01, 2013** **Agenda Item:** 36563

Summary of request/proposal:
ADULT PROBATION - ALTERNATIVE INCARCERATION PROGRAM (AIP) (1100):
Approval to create the following regular full-time positions:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	SECURITY TECHNICIAN	0005	113	0.00	30,000.00	30,000.00
1100	SECURITY TECHNICIAN	0006	113	0.00	30,000.00	30,000.00
				0.00	60,000.00	60,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-423-00-320-034-0-	113	ALTERNATIVE INCARCERATION PRG · REG F/T EMPLOYEES	$50,114.94
3-1100-423-00-320-034-0-	211	ALTERNATIVE INCARCERATION PRG · HEALTH INSURANCE	$9,384.72
3-1100-423-00-320-034-0-	212	ALTERNATIVE INCARCERATION PRG · LIFE INSURANCE	$44.50
3-1100-423-00-320-034-0-	220	ALTERNATIVE INCARCERATION PRG · FICA	$3,833.79
3-1100-423-00-320-034-0-	230	ALTERNATIVE INCARCERATION PRG · RETIREMENT	$5,171.86
3-1100-423-00-320-034-0-	250	ALTERNATIVE INCARCERATION PRG · UNEMPLOYMENT COMP	$250.57
3-1100-423-00-320-034-0-	260	ALTERNATIVE INCARCERATION PRG · WORKER'S COMP	$395.91
		2013 Budgetary Impact	$69,196.29

2014 Budgetary Impact: $82,845.12

Possible Funding Sources: CO. WIDE ADM. - CONTINGENCY

Comments:

Hidalgo Co. Budget Office

2/3/2005

DATE: February 27, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2013
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Alternative Incarceration Pgm

ACCOUNT NUMBER: 3-1100-4XX-00-XXX-0XX-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
3-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(110,196.29)
TO				
3-1100-423-00-320-034-0-	113	ALT INCARCERATION PRG -	REG F/T EMPLOYEES	50,114.94
3-1100-423-00-320-034-0-	211	ALT INCARCERATION PRG -	HEALTH INSURANCE	9,384.72
3-1100-423-00-320-034-0-	212	ALT INCARCERATION PRG -	LIFE INSURANCE	44.50
3-1100-423-00-320-034-0-	220	ALT INCARCERATION PRG -	FICA	3,833.79
3-1100-423-00-320-034-0-	230	ALT INCARCERATION PRG -	RETIREMENT	5,171.86
3-1100-423-00-320-034-0-	250	ALT INCARCERATION PRG -	UNEMPLOYMENT COMP	250.57
3-1100-423-00-320-034-0-	260	ALT INCARCERATION PRG -	WORKERS' COMP	395.91
3-1100-423-00-320-034-0-	432	ALT INCARCERATION PRG -	EQUIP&VEH R&M SRV	1,000.00
3-1100-423-00-320-034-0-	522	ALT INCARCERATION PRG -	VEHICLE LIABILITY	1,000.00
3-1100-423-00-320-034-0-	626	ALT INCARCERATION PRG -	GASOLINE/DIESEL	14,000.00
3-1100-423-00-320-034-0-	741	ALT INCARCERATION PRG -	VEHICLES	25,000.00
			TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Interdepartmental transfer to fund salary and related fringe benefits expenditures for the creation of two (2) Security Technician positions, slot no.'s 0005 & 0006. Additional funds also included for operating expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-37143 **Emergency Management 8. A.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Rey Salazar **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Hazard Mitigation Grant Program (HMGP):
1. Approval to accept the Hazard Mitigation Grant Program. Total project cost is $133,000 which $99,750.00 (75%) is the federal share awarded for this project and $33,250.00 (25%) is the local match. This grant was awarded by the Federal Emergency Management Administration (FEMA) through the State of Texas Division of Emergency Management (TDEM).

2. Approval of Certification of Revenues as certified by the County Auditor.

3. Approval of 2013 Interfund transfer

4. Approval of 2013 appropriation of funds.

5. Authorization for County Judge to sign the required documents.

BACKGROUND

Project DR-1999-022 - Mitigation Action Plan
CFDA 97-039

Period of Performance:
FEMA award date: October 22, 2012
Must be completed by October 22, 2014

Quarterly Progress reports due: Oct. 15, Jan. 15, April 15, and July 15

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1283-429-10-300-029-4-311

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

BUDGETARY IMPACT:

Grant requires a 25% local match ($33,250)

Local match funding source: 3-1100-421-00-280-083-0-890 (Interfund)

3-1100-491-01-000-280-0-891 Transfer Out
3-1283-391-01-000-100-0-000 Transfer In

Revenue account -->3-1283-331-12-300-029-4-000 EM - Hazard Mitigation Revenues

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Attachments

Award letter
cert of rev
appropriation

Form Review

Form Started By: Manuel Chapa Started On: 02/26/2013

Final Approval Date: 02/22/2013

DIVISION OF EMERGENCY MANAGEMENT
TEXAS DEPARTMENT OF PUBLIC SAFETY
Tropical Storm Allison Closeout Facility
5425 Polk, Ste. 470
Houston, TX 77023
OFFICE 713-967-7015
FAX 713-967-7001

RECEIVED
FEB 04 2013 RO
COUNTY JUDGE

TRANSMITTAL

To: **The Honorable Ramon Garcia**

From: Doug Rowell, SHM Specialist for 404HMGP Projects

CC: State HMGP/HFO Archives

Date: 31 January 2013

Re: **AWARD PACKAGE / DR-1999-022 ~ MAP**

Judge Garcia

Please find attached the Award Package for your project DR-1999-022 ~ Mitigation Action Plan

---

Doug Rowell

STATE HAZARD MITIGATION SPECIALIST
DIVISION OF EMERGENCY MANAGEMENT
HOUSTON FIELD OFICE
5425 POLK STREET, SUITE 470
HOUSTON, TEXAS 77023-1423
DESK: 713-967-7015
FAX: 713-967-7001
NEW e-mail: Douglas.Rowell2@dps.texas.gov

Access our forms and information at:
http://www.txdps.state.tx.us/dem/downloadableforms.htm#hmgpgrants

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TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
ADA BROWN
ALLAN B. POLUNSKY
RANDY WATSON

January 28, 2013

The Honorable Ramon Garcia
Hidalgo County Judge
302 West University Drive
Edinburg, Texas, 78539

Dear Judge Garcia:

The Hidalgo County funding request to develop a Mitigation Plan for Hidalgo County under CFDA 97-039 Hazard Mitigation Grant Program (HMGP) has been selected by the State of Texas and approved by the Federal Emergency Management Agency (FEMA).

The approved grant project number is DR-1999-022 and should be used on all future documents and correspondence relating to this project. The approved application identified the total project costs as $133,000.00 with a 25% local non-federal share of $33,250.00. The 75% federal share awarded for this project is $99,750.00. Project implementation will be in accordance with the FEMA Hazard Assistance Unified Guidance of June 1, 2010, the 44 Code of Federal Regulations, and the FEMA approved Texas HMGP Administrative Plan. Reimbursements are based on 75% of each reimbursement request for documented eligible project costs.

The following project, procurement, financial and reporting conditions apply to this grant award and each element must be met during the period of performance:

1) The final local Mitigation Action Plan (The Plan) must meet or exceed the Final Rule for local mitigation planning found in 44CFR § 201.6 in order to be FEMA approved;

2) The sub-grantee will use the Local Mitigation Plan Review Guide Package provided by the State through the DPS/TDEM website. A completed Regulation Checklist (in MS Word) must accompany all Plan submittals. All initial Plan submittals must include one hardcopy and one CD;

3) The natural hazards assessed in The Plan shall coordinate with the current FEMA-approved State of Texas Hazard Mitigation Plan and must adequately address all natural hazards with any probability of occurrence in the planning area;

4) The FEMA award date for this project is October 22, 2012 with a period of performance (POP) of 24 months. The project, including FEMA approval and local adoption, must be completed by October 22, 2014. If, due to extenuating circumstances, the project cannot be completed within this POP, the sub-grantee must request an extension in writing and submit it to the State 90 days prior to October 22, 2014;

5) The sub-applicant will submit The Plan to the State no later than 12 months prior to the end of the performance period. The Plan will be submitted to FEMA for review and approval following a

State review and concurrence that The Plan meets the 44CFR criteria. FEMA will not review plans submitted directly by a sub-grantee;

6) Plans submitted to the State for review will cover no more than two counties and those participants within its boundaries. Special District Plans may qualify for exemption from the two county policy;

7) In order to be eligible for FEMA mitigation grant programs, each participant in The Plan must meet all the 44CFR requirements and conclude its performance with submittal of an acceptable adoption resolution;

8) Any contract associated with this project must be procured and issued in accordance with local, state, and federal laws. In addition, the following items must be submitted to the State: the sub-grantee procurement policy; a copy of the published notices for bids or Requests for Qualifications (RFQ); a narrative of the selection activities; a verification from the System for Award Management (www.sam.gov/portal/public/SAM) that the contractor is not debarred; and a copy of the contract, Memorandum of Understanding (MOU), or Memorandum of Agreement (MOA). Contract costs must be: broken into material and labor; specific to the identified eligible activities within the approved scope of work and cost breakdown; contract costs must be considered reasonable for the project and the area; and in accordance with Federal Acquisitions Regulations (FAR Part 16.012) "cost plus " contracts will not be acceptable; (Enclosure 1)

9) You are required to submit a Quarterly Progress Report to this office no later than October 15; January 15; April 15 and July 15 of each year until the project is completed. Two consecutively missed reports, or two consecutive reports indicating no progress, may result in your project funding being forfeited. A copy of the report format is enclosed and an electronic copy may be requested; (Enclosure 2)

10) Requests for reimbursement of expenses may be submitted quarterly. Payments will be made within 21-30 days after receipt of complete and accurate documentation. A copy of the report format is enclosed and an electronic copy may be requested; (Enclosure 3)

11) The payment schedule for the creation of a Mitigation Action Plan as stated in the State Hazard Mitigation Plan, Annex A, is as follows:

    a. During the course of the project, if the sub-grantee maintains the time schedule submitted with the grant application, they will be eligible to request quarterly reimbursements for work performed up to 75% of the awarded federal share of the grant; and

    b. Upon FEMA approval of The Plan, the sub-grantee may request the final 25% (also see item #7 of this letter);

12) As notification that the project has concluded and is ready for the final audit, the sub-grantee will submit the Certificate of Completion along with a final quarterly report containing a recap of all project expenditures. A chief elected official or his/her designated representative must sign this document. Final project payments are made based upon the Certificate of Completion and the final inspection and audit by our staff. A copy of the report format is enclosed and an electronic copy may be requested; (Enclosure 4)

13) If you have received over $500,000 total funding from any federal programs during this federal fiscal year, you will be required to provide the State with a copy of your current annual audit, performed per OMB Circular No. A-133. Further information on audit requirements may be obtained from our Disaster Auditor at 512-424-7829. All HMGP grants are subject to federal audit; therefore, all records must be maintained for three years from the date of project close-out or upon receipt of the final payment, whichever is later.

If you have any questions, please contact your project officer, Doug Rowell, at 713-967-7015 or via douglas.rowell2@dps.texas.gov.

Sincerely,

W. Nim Kidd, CEM®
Assistant Director
Texas Department of Public Safety
Chief
Texas Division of Emergency Management

WMK:ew

Enclosures: 1 – Exclusive Parties List System Form
2 – Quarterly Progress Report Form
3 – Request for Reimbursement Form
4 – Certificate of Completion Form

cc: Mario Betancourt, Deputy EMC
Rolando Benavides, Deputy EMC

Excluded Parties List Verification Form

Verify the contractor is not on the Excluded Parties List by going to www.epls.gov.

Name of the contractor is:

Names searched on the website are:

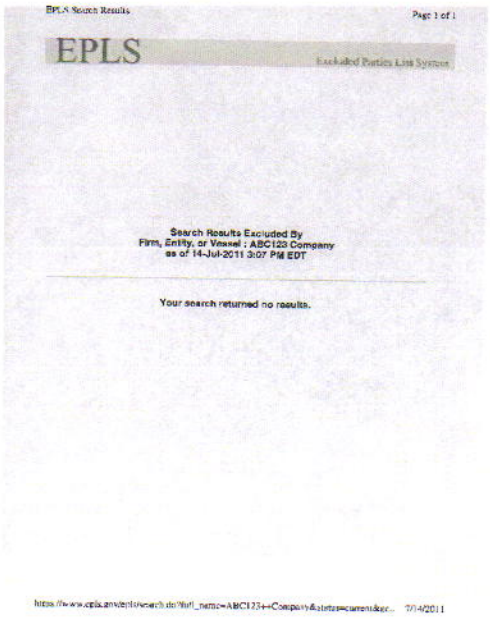
We certify the contractor we have chosen is not on the Excluded Parties List.

Verifying Individual's Printed Name

Verifying Individual's Title

Signature Date

Attach EPLS Confirmation Printout/s see example below.


EPLS Search Results

Page 1 of 1

EPLS

Excluded Parties List System

Search Results Excluded By
Firm, Entity, or Vessel : ABC123 Company
as of 14-Jul-2011 3:07 PM EDT

Your search returned no results.

https://www.epls.gov/epls/search.do?url_name=ABC123+Company&status=current&ac... 7/14/2011

TEXAS DIVISION OF EMERGENCY MANAGEMENT
HOUSTOJN FIELD OFFICE
5425 Polk Street, Ste:470
Houston, TX 77024
OFFICE 713-967-7015
FAX 713-967-7001

HEADS-UP

To: **Applicant POCs**

From: Doug Rowell, SHM Project Officer for your 404HMGP Project(s)

CC: N/A

Date: 11 December 2012

Re: **EXCLUDED PARIES LIST SYSTEM**

Applicant POCs ~ Here is the SAMS link you need to use instead of the WWW.epls.gov. If you do go to the epls site it will say "There is a problem with this website's security certificate. You can click on the Continue to this website (not recommended). And it will take you to the link below.

https://www.sam.gov/portal/public/SAM/

Doug Rowell, SHMS

Texas Mitigation Quarterly Report

		☐ Phase I ☐ Phase II *(if applicable)*		FINAL ☐	DATE:
Sub-grantee Name:	Hidalgo County	**Approval Date:**	10/22/2012	Choose Quarter	
Funding Source:	HMGP	**Period of Performance Date:**	10/22/2014	Year	
Disaster Number:	DR-1999	Project Primary POC:	Mario A. Betancour		
Project Number:	022	Title:	Deputy EMC		
Total Project Cost:	133,000.00	Phone:	956-318-2615		
Federal Cost :	99,750.00	Email:	mario.betancourt@co.hidalgo.tx.us		
Sub-Grantee Cost:	33,250.00	Secondary POC:	Rolando Benavides		
Phase I Appr Date:	N/A	Title:	Deputy EMC		
Amount:		Phone:	956-318-2615		
If your project officers change please notify the State by resubmitting a primary project officer designation form. Form # TDEM-613		Email:	rolando.benavides@co.hidalgo.tx.us		

Project Description	Develop a new Mitigation Plan for County						
Delays?	Select	*(Extension needed? Complete POP Extension Below)*					
Cost Overrun /Under-run?	Selec	Jurisdiction has funds available for an overrun ☐		Submit request to state in writing on letterhead ☐		Revised BCA Needed? NA	State Approval Letter Received? ☐
Original Total		Total Increase		Revised Total			
Original Federal		Federal Increase		Revised Federal			
Original Sub-Grantee		Sub-Grantee Increase		Revised Sub-Grantee			
SOW Change?	No	Attach a description of original SOW Measures and the revised SOW measures. ☐		Attach a Revised Cost Breakdown. ☐		Attach a Revised BCA if required. ☐	State Approval received? ☐
SOW Notes:							

Objectives Completed This Quarter (2 required) be concise: Percentage Complete:

1.

2.

3.

4.

Reimbursement Request:		***Reimbursement Request:***		***Period of Performance Extension:***	
Request Date:		Request Date:		*Send State a request on jurisdictional letterhead with authorizing signature requesting an extension, include reason.*	
Amount:		Amount:			
Received:		Received:		Letter to State:	NA
Federal Funds Paid to Date:				State Confirmation:	NA
				Approved?	NA

For Acquisitions only, record the number of structures....				***Withdrawal***		
Already Acquired		Already Demolished		*Send State a request on jurisdictional letterhead with authorizing signature requesting to withdraw the project.*		
To be purchased		To be demolished		Letter to State:	☐	

CLOSE OUT PROCESS	*CONTINUE to submit quarterly reports until you have received final payment*
Submit Reimbursement Request for final payment. ☐	*Forms were included in your approval packet. Contact Mildred Reno for any financial questions at (512) 424 -2428 / mildred.reno@dps.texas.gov*
Once final payment is received submit the Certificate of Completion. ☐	
The State will contact you in order to set up program/finance audit. ☐	

TEXAS DEPARTMENT OF PUBLIC SAFETY

DIVISION OF EMERGENCY MANAGEMENT

QUARTERLY HAZARD MITIGATION PROJECT PAYMENT REQUEST

1. GRANTEE	2. PROJECT NUMBER ASSIGNED	3. SUB-GRANTEE (Name and complete address, including zip code)
Hildago County	1999-022	Hildago County 1615 S. Closner, Suite G, Edinburg, TX 78539

4. EMPLOYER I.D. NO.	5. TOTAL APPROVED FEMA SHARE	6. FINAL REPORT	7. FEDERAL FISCAL YEAR	8. PERFORMANCE PERIOD	9. Period Covered This Report
74-600717	$133,000.00	[ ] YES [X] NO	2013	From: 10/22/2012 To: 10/22/2014	From: To:

STATUS OF REPORT

10. QUARTER → / DATE ENDING →	(a) Quarter 1 12/31/09	(b) Quarter 2 03/31/10	(c) Quarter 3 06/30/10	(d) Quarter 4 09/30/10	(e) TOTAL
a. Total Salaries	$0.00	$0.00	$0.00	$0.00	**$0.00**
b. Total Benefits	$0.00	$0.00	$0.00	$0.00	**$0.00**
c. Total Salaries & Benefits (a + b)	$0.00	$0.00	$0.00	$0.00	**$0.00**
d. Total Travel Costs	$0.00	$0.00	$0.00	$0.00	**$0.00**
e. Total Reproduction/Distribution Costs	$0.00	$0.00	$0.00	$0.00	**$0.00**
f. Total Other Itemized Costs	$0.00	$0.00	$0.00	$0.00	**$0.00**
g. Total Project Costs (c + d + e + f)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
h. Sub-Grantee Share of Project Cost @ 25%	$0.00	$0.00	$0.00	$0.00	**$0.00**
i. Federal Share of Project Cost @ 75%	$0.00	$0.00	$0.00	$0.00	**$0.00**

DETAILED EXPLANTION OF EXPENSE ITEMS REPORTED IN 10a THROUGH 10f

11. REMARKS: Attach itemized list of project expenses (examples shown below, use additional pages if needed) **CAPITAL EXPENDITURES MUST BE APPROVED IN ADVANCE**

12. ***CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete. That all project work was contracted through a competitive bid process and verification of all bids may be required for successful application and completion of the project.***

TYPE OR PRINT NAME AND TITLE	SIGNATURE OF AUTHORIZED REPRESENTATIVE	TELEPHONE NO. (include area code & extension)	DATE SIGNED

Procedure for Completing Quarterly Hazard Mitigation Payment Request Worksheet

This form is being implemented to track expenses specific to project costs approved by FEMA and related to Hazard Mitigation by the Texas Department of Public Safety (TXDPS), Division of Emergency Management (DEM), Hazard Mitigation Section (HMIT).

The following is a summary of the guidelines required for the successful completion of this form. This form is in Microsoft Excel format and the numerical fields will calculate values. Please remember to make a copy for your records and send via email to your assigned project officer here at DEM.

This form will be completed on a quarterly basis and submitted to (TXDPS) (DEM) (HMIT) **NO LATER THAN 30 DAYS FROM THE END OF THE QUARTER.**
ALL PROJECT COSTS ARE SUBJECT TO AUDIT AND MUST BE VERIFIED OR VERIFIABLE BY TXDPS OR THOSE PROJECT COSTS MAY BE DENIED.

Instructions

While filling out this Worksheet, the following is a step by step instruction checklist on reporting the information necessary to receive payment:

- #1 – Grantee is the Texas Department of Public Safety and will remain the same and not change under this program – **DO NOT CHANGE.**
- #2 – Project Number is the Number assigned to the Project by Texas Department of Public Safety (TXDPS) Division of Emergency Management (DEM)
- #3 – Sub-Grantee is the applicant Jurisdiction/Agency. An authorized contact name, and complete address, including zip code is required.
- #4 – Employer Identification Number (EID) is the assigned Federal Tax Number for the Entity, Jurisdiction or Agency.
- #5 – Total approved FEMA share is the approved amount provided by FEMA that equals to 75% share paid for the project. This figure will be provided to you prior to commencement of project work
- #6 – Final Report indicates whether this is a final report or an interim report. Place an "X" in the appropriate box.
- #7 – Indicates the Federal Fiscal Year which ends on September 30th.
- #8 – Indicates the Performance Period. This is the period of time allocated for project completion. Fill in the period when work was preformed until work is completed.
- #9 – Indicates the Period Covered by this Report or the Quarter being reported.
- #10 – Indicates the segregated costs considered in this Project Analysis and Payment Request.
  - #10 a – Is the Total **BASE** salaries per employee with full employee name & supervisors name **NO OVERTIME OR FRINGE BENEFITS SHOULD BE INCLUDED.**
  - #10 b – Fill in the Benefits Costs incurred during the quarter. These include all fringe rates paid by employer: health insurance, overtime, vacation time, 401k, etc.
  - #10 c – Is a calculated field based on #10 a & b and includes Total Salaries and Benefits Costs.
  - #10 d – Is Total Travel Costs. For example: for mileage: miles x $0.345 per mile = $0.00; or for airfare for staff: copies of tickets, rental vehicles: receipts, etc.
  - #10 e – Is the Total Reproduction and Distribution Costs (printing related). For example, public notices in newspapers, training materials for public and staff, etc.
    PLEASE NOTE THAT THE ABOVE COSTS MUST BE ITEMIZED AND VERIFIED.
  - #10 f – Is the Total of all Itemized Costs not covered in 10a through 10e. **These Costs must be itemized and reported in detail in space provided in Section 11.**
  - #10 g – Is the Total of all Project Costs: (10 c + d + e + f) this is a calculated field and includes the sub-total of all Salaries and Benefits.
  - #10 h – Is a calculated field based on 25% of #10 g and includes the Sub-Grantee Share of the project cost based on the approved amount in Section 5 of form.
  - #10 i – Is a calculated field based on 75% of #10 g and includes the Federal Share of the project cost based on the approved amount found in Section 5 of form.
- #11 – Fill in any and all remarks pertinent to the Project Costs. This space is intended for explanation of any Project Costs as well as inclusion of supporting documentation. Examples are shown below, use additional pages if needed. Additional, third party documentation may be referenced and sent seperately (See #12)
- #12 – Fill in the Certification.
  - #12 a - **Read the Certification Statement. By signing your name, you attest to these facts as presented and these are subject to all Federal & State laws.**
  - #12 b - Type or Print your Name and Title.
  - #12 c - Sign – Must be a Signature of an Authorized Representative (See Section #3 of these instructions) .
  - #12 d - Fill in Telephone Number including area code and extension if necessary of the Authorized Representative.
  - #12 e - Fill in the Date Signed. **MUST NOT EXCEED 30 DAYS OF THE END OF THE QUARTER AND MUST BE SUBMITTED WITHIN THOSE 30 DAYS.**

Please Note: All participants are encouraged to fill out this sheet in excel and email to their TXDPS contact. A copy of this request should also be kept for your records and for TXDPS Hazard Mitigation Auditors. Questions regarding this form may be directed to Mildred Reno, at 512.424.2428.

MITIGATION GRANT

CERTIFICATE OF COMPLETION

SUBGRANTEE: Hidalgo County

HMGP NUMBER DR-1999-022

FINAL PROJECT COST _____

FEMA SHARE AUTHORIZED _____

FEMA SHARE SPENT _____

DATE PROJECT COMPLETED _____

ELEVATION CERTIFICATE _____

CERTIFICATE OF OCCUPANCY _____

SUBGRANTEE ID NUMBER 74-600717

CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL WORK AND COSTS CLAIMED ARE ELIGIBLE IN ACCORDANCE WITH THE GRANT CONDITIONS, ALL WORK CLAIMED HAS BEEN COMPLETED, AND ALL COSTS CLAIMED HAVE BEEN PAID IN FULL.

SIGNED:

_____

APPLICANT'S AUTHORIZED REPRESENTATIVE

TITLE:

_____

DATE:

_____

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

February 22, 2013

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., 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 Federal Emergency Management Administration (FEMA) passed through the State of Texas Division of Emergency Management (TDEM). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$99,750.00	Grant No. DR-1999-022 Hazard Mitigation Grant Program

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

2/25/13
Date

THE COUNTY OF HIDALGO TEXAS

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.

DATE: February 22, 2013

DEPARTMENT HEAD: Sergio Cruz

2013

AI#37143

DEPARTMENT NAME: Dept of Budget & Mgmt for Emergency Management - (1280)

ACCOUNT NUMBER: 3-1283-429-10-300-029-4-311

Contact Person: Manuel Chapa **Ph#** (956) 292-7025 ext. 5760

SUBJECT: **Interfund/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 Interfund/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
3-1100-421-00-280-083-0-890	CO WIDE COMM SYST-OTHER	(33,250.00)
3-1100-491-01-000-283-4-891	TRANSFERS OUT-DESIG PURP LVL 3 (DO NOT POST)	33,250.00
3-1283-429-10-300-029-4-311	EM - Hazard Mitigation Grant - Management Consulting Services	133,000.00
	TOTAL EXPENDITURES	**133,000.00**
3-1283-331-12-300-029-4-000	EM - Hazard Mitigation Revenues	99,750.00
3-1283-391-01-000-100-4-000	TRANSFERS IN-GENERAL FUND (DO NOT POST)	33,250.00
	TOTAL REVENUE	**133,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**133,000.00**

REASON: Interfund and To appropriate the Hazard Mitigation Grant. Period of Oct. 22, 2012 to October 22, 2014. Grant requires a 25% local match. Local match is in account# 3-1100-421-00-280-083-0-890.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-36840 **Community Service Agency 9. A.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted By: Maribel Navarro, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

1. Requesting approval to accept FY-2013 CEAP [Comprehensive Energy Assistance Program] Contract No. 58130001631.
2. Requesting approval to accept FY-2013 NTN [Neighbor To Neighbor Program] Agreement

BACKGROUND

1. CEAP FY-2013 Contract for $4,166,599.00 to assist eligible households with energy related benefits/assistance.
2. NTN FY-2013 Agreement is for electric home energy assistance for Direct, CPL-Retail, WTU, First Choice, and New Leaf energy customers with an anticipated funding allocation of $75,000 to $80,000.

Attachments

2013 CEAP

2013 NTN

Form Review

Form Started By: Maribel Navarro Started On: 02/26/2013

Final Approval Date: 02/22/2013

RE: FW: Texas Dept of Housing and Community Affairs

From: Monica Badillo <monica.badillo@co.hidalgo.tx.us>
To: mnsaenz@csa-hidalgo.us

Priority: Normal
Date 01-31-2013 11:55 AM

The only correction is to change the name to: Hidalgo County acting by and through the Hidalgo County Community Services Agency.

Monica Badillo, Court Administrator

County of Hidalgo Executive Office

2818 S. Bus. Hwy. 281

Edinburg, Texas 78539

(956) 292-7025 ext. 5404

(956) 292-7034 (fax)

From: mnsaenz@csa-hidalgo.us [mailto:mnsaenz@csa-hidalgo.us]
Sent: Thursday, January 31, 2013 11:38 AM
To: Monica Badillo
Subject: Re: FW: Texas Dept of Housing and Community Affairs

Monica can you clarify Steve's notation I cannot make out the writing...thanks.

On January 31, 2013 at 9:22 AM Monica Badillo <monica.badillo@co.hidalgo.tx.us> wrote:

Monica Badillo, Court Administrator

County of Hidalgo Executive Office

2818 S. Bus. Hwy. 281

Edinburg, Texas 78539

(956) 292-7025 ext. 5404

(956) 292-7034 (fax)

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Thursday, January 31, 2013 8:24 AM
To: 'Monica Badillo'
Subject: Texas Dept of Housing and Community Affairs

Good morning,

Please see revisions.

Thanks,

Marynel Trevino, Secretary for

Stephen L. Crain

ATLAS, HALL & RODRIGUEZ, LLP

818 Pecan Blvd. (78501)

P. O. Box 3725

McAllen, Texas 78502

Direct Dial Number (956) 632-8221

Main Number (956) 682-5501

Fax Number (956) 686-6109

E-mail Address scrain@atlashall.com

cid:8200F955-38AE-4A9E-B278-6C48CC4C1059

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

Maribel Navarro-Saenz
Executive Director
County of Hidalgo Community Service Agency
P.O. Box 204/2524 N. Closner
Edinburg, Texas 78539
ADM:(956) 383-6250 x: 12
FAX: (956) 380-4324
e-mail:mnsaenz@csa-hidalgo.us

Part_1.2.html	**Content-Type:** text/html **Size:** 11.7 KB

image001.jpg	**Content-Type:** image/jpeg; name=image001.jpg **Size:** 7.1 KB

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58130001631 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

Hidalgo County Texas acting by and through

SECTION 1. PARTIES TO THE CONTRACT

This Comprehensive Energy Assistance Program Contract No. 58130001631 (the "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (the "Department"), and County of Hidalgo Community Service Agency, a political subdivision (the "Subrecipient"), hereinafter the "Parties".

SECTION 2. CONTRACT PERIOD

The period for performance of this Contract, unless earlier terminated, is January 01, 2013 through December 31, 2013 (hereinafter the "Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (hereinafter the "CEAP"), in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. Sec. 8621 et seq.) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) (hereinafter the "LIHEAP Act"), Chapter 2306 of the Texas Government Code (hereinafter the "State Act"), the implementing State regulations under Title 10, Part 1, Chapter 5, Subchapters A and D of the Texas Administrative Code, as amended or supplemented from time to time (hereinafter the "State Rules"), the LIHEAP State Plan, Subrecipient's Service Delivery Plan as defined in the State Rules, the Department's guidance related to CEAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient shall assist low-income households with priority being given in no particular order to elderly, persons with disabilities, households with a young child 5 years of age or under, households with high energy burden and households with high energy consumption. Subrecipient shall implement the CEAP in accordance with the Certifications attached hereto as Exhibit A, the Budget attached hereto as Exhibit B, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Exhibit C, the Documentation of Disability requirements attached hereto as Exhibit D, and all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth. Subrecipient shall perform direct services under this Contract beginning on January 7, 2013 and continuing until the end of the Contract Term in accordance with the State Rules, amended to be effective January 7, 2013.

SECTION 4. DEPARTMENT OBLIGATIONS

A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs for administrative expenditures and Assurance 16 activities as defined herein incurred by Subrecipient during the Contract Term and for the actual allowable costs for direct services incurred by Subrecipient on or after January 7, 2013, in the amount specified in Exhibit B, Budget, of this Contract.

B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.

C. Department's obligations under this Contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

D. Department is not liable for any cost incurred by Subrecipient which:

1. is subject to reimbursement by a source other than Department;

SECTION 46. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on :1/1/2013

County of Hidalgo ~~Community Service Agency~~

a political subdivision

By:

Title:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,

a public and official agency of the State of Texas

By:

Title: Its duly authorized officer or representative

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58130001631 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

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Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (hereinafter the "CEAP"), in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. Sec. 8621 et seq.) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) (hereinafter the "LIHEAP Act"), Chapter 2306 of the Texas Government Code (hereinafter the "State Act"), the implementing State regulations under Title 10, Part 1, Chapter 5, Subchapters A and D of the Texas Administrative Code, as amended or supplemented from time to time (hereinafter the "State Rules"), the LIHEAP State Plan, Subrecipient's Service Delivery Plan as defined in the State Rules, the Department's guidance related to CEAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient shall assist low-income households with priority being given in no particular order to elderly, persons with disabilities, households with a young child 5 years of age or under, households with high energy burden and households with high energy consumption. Subrecipient shall implement the CEAP in accordance with the Certifications attached hereto as Exhibit A, the Budget attached hereto as Exhibit B, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Exhibit C, the Documentation of Disability requirements attached hereto as Exhibit D, and all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth. Subrecipient shall perform direct services under this Contract beginning on January 7, 2013 and continuing until the end of the Contract Term in accordance with the State Rules, amended to be effective January 7, 2013.

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A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs for administrative expenditures and Assurance 16 activities as defined herein incurred by Subrecipient during the Contract Term and for the actual allowable costs for direct services incurred by Subrecipient on or after January 7, 2013, in the amount specified in Exhibit B, Budget, of this Contract.

B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.

C. Department's obligations under this Contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

D. Department is not liable for any cost incurred by Subrecipient which:

1. is subject to reimbursement by a source other than Department;

2. is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this Contract;

3. is for non-administrative services such as direct services incurred from January 1, 2013 to January 6, 2013;

4. is not incurred during the Contract Term;

5. is not reported to Department on a monthly expenditure or performance report within forty five (45) days following the end of the Contract Term; or

6. is incurred for the purchase or permanent improvement of real property.

E. Subrecipient shall refund, within fifteen (15) days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.

F. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of

$4,167,799.00.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month, Subrecipient may request an advance payment of CEAP funds under this Contract. As per the Uniform Grant Management Standards, 34 T.A.C. §20.421 et seq (herein "UGMS"), Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.

B. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

C. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure report to the Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought.

D. Subsection 4(A) notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this Contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.

E. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.

F. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible clients of the CEAP and for allowable direct services incurred on or after January 7, 2013, and for allowable administrative expenditures and Assurance 16 activities defined below incurred during the Contract Term, including but not limited to training/travel expenditures and services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance (hereafter "Assurance 16 activities") as defined in the LIHEAP Act

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS. All references therein to "local government" shall be construed to mean Subrecipient.

B. Uniform cost principles for political subdivisions are set forth in OMB Circular A-87 as implemented by 2 C.F.R. Part 225. Uniform administrative requirements for politicall subdivisions are set forth in OMB Circular A-102. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is $500,000.

C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the LIHEAP Act.

D. Subrecipient may incur costs for activities associated with the closeout of the CEAP Contract for a period not to exceed forty five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

SECTION 7. TERMINATION AND SUSPENSION

A. Pursuant to §5.17 of the State Rules, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract. If the Department determines that a Subrecipient has failed to comply with the terms of the Contract, or has failed to provide services that meet appropriate standards, goals, or other requirements established by the Department, Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing termination.

B. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.

C. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subreceipient's failure to correct any monitoring findings on this or any state contract or on a single audit review. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.

D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between Parties.

E. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

SECTION 8. ALLOWABLE EXPENDITURES

A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section.

B. CEAP funds may be used for administrative activities and Assurance 16 activities during the Contract Term as well as other allowable expenditures under this Contract such as direct services incurred on or after January 7, 2013 until the end of the Contract Term, and include the following:

1. Conducting Assurance 16 activities, to include needs assessment, referrals, budget counseling, energy conservation education and assistance with energy vendors;

2. Providing assistance to low income households in meeting their home energy costs;

3. Intervening in energy crisis situations; or

4. Department-approved travel and training.

C. CEAP funds allow up to 6% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in Exhibit B of this Contract. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities.

D. Administrative and Assurance 16 Activities funds as defined under and in accordance with the State Rules are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision no later than forty five (45) days prior to the end of the Contract Term to use its administration and Assurance 16 activities funds for direct service categories; however, Subrecipient is still required to perform Assurance 16 activities.

E. Subrecipient shall provide direct services to clients on or after January 7, 2013 and within sixty (60) days of receipt of funds under this Contract pursuant to §5.406(b) of the State Rules, effective January 7, 2013.

SECTION 9. RECORD KEEPING REQUIREMENTS

A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the UGMS, Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _.42.

B. Open Records. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.

D. Subrecipient shall maintain a client file system to document direct services rendered. The direct services must be rendered on or after January 7, 2013. Each client file shall contain the following:

1. Client application containing all Department requirements;

2. Documentation/verification of client income for the thirty (30) days preceding their application for all household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each subrecipient shall develop and implement a written policy and procedure on the use of the form, including policies requiring a client statement of efforts to obtain documentation of income with a notarized client signature; as outlined in § 5.407(e) of the State Rules.

3. Copy of client's utility bill(s);

4. Energy consumption history for previous twelve (12) months (all fuel types) (not applicable for Household Crisis);

5. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);

6. Documentation of benefits determination;

7. Notice of Denial Form (if applicable);

8. Right of appeal and procedures for denial or termination of services (if applicable);

9. Any documentation required by directives;

10. Priority rating form; and

11. Case notes sufficient to document that Assurance 16 activity has occurred.

E. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

SECTION 10. REPORTING REQUIREMENTS

A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Term, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. **These reports are due even if Subrecipient has no new activity to report during the month.**

B. Subrecipient shall submit to Department, no later than forty five (45) days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of $5,000 and /or a useful life of more than one year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.

C. Subrecipient shall electronically submit to Department, no later than forty five (45) days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 45 days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.

D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives funds from Department over two or more Contract Terms, funds may be withheld or this Contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Term.

E. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the https://www.sam.gov/portal/public/SAM/ website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

SECTION 12. CHANGES AND AMENDMENTS

A. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation.

B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

C. Written requests for Contract amendment must be received by the Department by no later than forty five (45) days prior to the end of the Contract Term.

SECTION 13. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the UGMS, Common Rule, §_.25 and OMB Circular A-102, Attachment, 2e.

SECTION 14. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.

SECTION 15. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor. Subrecipient agrees to indemnify Department against any disallowed costs or other claims which may be asserted by any third party in connection with the services to be performed by Subrecipient under this Contract.

SECTION 16. PROCUREMENT STANDARDS

A. For making procurements under this contract, Subrecipient shall comply with 45 C.F.R. Part 92, OMB Circular A-102, 10 T.A.C. §5.10, and all applicable federal, state, and local laws, regulations, and ordinances.

B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving Department funding.

SECTION 17. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 14.

B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 18. AUDIT

A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

1. Subrecipient expending $500,000 or more in total Federal awards or $500,000 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of this Section 18, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;

2. Sections 4 D (3) and (4) above notwithstanding, Subrecipient 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 Department under this Contract.

3. Subrecipient shall submit three (3) copies of such audit report and any associated management letter to the Department, two (2) copies of the audit report to Department's Compliance and Asset Oversight Division and one (1) copy of the audit report to the Department's Community Affairs Division within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative. Subrecipient shall submit such audit report to the Federal clearinghouse designated by OMB in accordance with OMB A-133.

4. The audit report must include verification of all expenditures by budget category, in accordance with Exhibit B, Budget, of this Contract.

B. The cost of auditing services for a Subrecipient expending less than $500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.

C. Subsection A of this Section 18 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.

D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

E. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this Section 18 as Department may require of Subrecipient.

F. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

G. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 19. MANAGEMENT OF EQUIPMENT AND INVENTORY

A. Subrecipient shall comply with Subchapter A of the State Rules.

B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase

C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving Department funding.

SECTION 20. TRAVEL AND TRAINING

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies.

SECTION 21. BONDING AND INSURANCE REQUIREMENTS

A. If Subrecipient will enter in to a construction or facility improvements contract with a third-party in the amount of $25,000 of greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of $100,000, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction.

B. Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

SECTION 22. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 23. LEGAL AUTHORITY

A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 23.

SECTION 24. COMPLIANCE WITH LAWS

A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, the State CEAP Rules, LIHEAP State Plan, and all federal, state, and local laws and regulations applicable to the performance of this Contract.

B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this contract that it is implementing the Drug-Free Workplace Act of 1988.

C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

D. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 25. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 26. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient/Local Operator, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation..

SECTION 27. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 28. POLITICAL ACTIVITY PROHIBITED

A. Funds provided under this Contract shall not be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. Funds provided under this Contract may not be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

SECTION 29. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.

B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

C. Subrecipient will include the substance of this Section 29 in all subcontracts.

SECTION 30. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Subrecipient/Local Operator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 31. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this Contract never been executed.

SECTION 32. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files.

SECTION 33. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

SECTION 34. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes

SECTION 35. NO WAIVER

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 36. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 37. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

1 Exhibit A, Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

2 Exhibit B, Budget

3 Exhibit C, PRWORA Requirements for the Comprehensive Energy Assistance Program

4 Exhibit D, Documentation of Disability

SECTION 38. SPECIAL CONDITIONS

A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program subrecipient and the Lite Up Texas program administered by the Public Utility Commission of Texas

B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide elderly and disabled individuals the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 39. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with §5.405 the State Rules.

SECTION 40. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 41. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 42. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 43. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract 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. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 44. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 45. NOTICE

A. If notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael DeYoung
Telephone: (512)- 475-3950
Fax: (512) - 475-3935
michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

County of Hidalgo Community Service Agency
P. O. Box 204
Edinburg, TX 78540
Attention: Maribel Navarro-Saenz, Executive Director
Telephone: (956) 383-6250 Fax: (956) 380-4324 Email: mnsaenz@csa-hidalgo.us

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 45.

SECTION 46. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on :1/1/2013

County of Hidalgo Community Service Agency

a political subdivision

By:

Title:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,

a public and official agency of the State of Texas

By:

Title: Its duly authorized officer or representative

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58130001631 FOR THE FY 2013
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT A
CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

County of Hidalgo Community Service Agency,
a political subdivision

The undersigned certifies, to the best of its 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 employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on 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 than $10,000 and not more than $100,000 for each such failure.

County of Hidalgo Community Service Agency
a political subdivision

By:
Title:

Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58130001631 FOR THE FY 2013
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT B
BUDGET

County of Hidalgo Community Service Agency,
a political subdivision

DEPARTMENT FINANCIAL OBLIGATIONS

$ 4,167,799.00	CEAP FUNDS CURRENTLY AVAILABLE
$ 1,200.00	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 260,412.00	-
Assurance 16	$ 278,020.00	-
Direct Services	$ 3,628,167.00	-
TOTAL CEAP BUDGET	$ 4,166,599.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	$ 1,814,083.00	50.00
Utility Assistance	$ 1,814,084.00	50.00
TOTAL DIRECT SERVICES	$ 3,628,167.00	100.00

Subrecipient's service area consists of the following Texas counties:

HIDALGO

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.2% of the contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of administrative costs for Assurance 16 Activities, must be paid with nonfederal funds.

Assurance 16 Activities costs will be the maximum allowable under the total State of Texas LIHEAP award but at least 6.6% of the contract expenditures excluding Training and Travel costs.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58130001631 FOR THE FY 2013
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT C
PRWORA REQUIREMENTS

County of Hidalgo Community Service Agency ,
a political subdivision

If an individual is applying for LIHEAP funds, a Subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. § 1601 et. seq., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility. 8 U.S.C. § 1642 (a) and (b). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility.

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations. Federal Register on November 17, 1997 at 62 Fed. Reg. 61344.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58130001631 FOR THE FY 2013
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT D
DOCUMENTATION OF DISABILITY

County of Hidalgo Community Service Agency,
a political subdivision

1. All CEAP purchases of portable heating/cooling units are allowable only for households "that include at least one member that is elderly, disabled, or a child aged 5 or younger when Subrecipient has met local weather crisis criteria, pursuant to 10 TAC 5.423(d)(4). No other reason for purchase, including medical reasons, shall be accepted. Notwithstanding the provisions under 10 TAC 10 TAC 5.402, 10 TAC 5.422(c), 10 TAC 5.422(d)(3), and 5.423(d)(4), under NO CIRCUMSTANCES should clients' medical information be collected or kept by Subrecipients.

2. Documentation of Disability must NOT include protected health information as defined in the Texas Health and Safety Code, Subtitle I, Chapter 181.

RE: N2N 2013 Agreement

From: Monica Badillo <monica.badillo@co.hidalgo.tx.us>
To: mnsaenz@csa-hidalgo.us

Priority: Normal
Date 01-31-2013 09:24 AM

ok

Monica Badillo, Court Administrator

County of Hidalgo Executive Office

2818 S. Bus. Hwy. 281

Edinburg, Texas 78539

(956) 292-7025 ext. 5404

(956) 292-7034 (fax)

From: mnsaenz@csa-hidalgo.us [mailto:mnsaenz@csa-hidalgo.us]
Sent: Wednesday, January 30, 2013 5:36 PM
To: Monica Badillo, Commissioners' Court Administrator
Subject: N2N 2013 Agreement

Monica I just received the Neighbor to Neighbor 2013 Agreement. It also needs Steve's review for Court agenda placement...Thanks!

Maribel Navarro-Saenz
Executive Director
County of Hidalgo Community Service Agency
P.O. Box 204/2524 N. Closner
Edinburg, Texas 78539
ADM:(956) 383-6250 x: 12
FAX: (956) 380-4324
e-mail:mnsaenz@csa-hidalgo.us

Part_2.html	**Content-Type:** text/html **Size:** 3.99 KB

DIRECT ENERGY, LP
CPL RETAIL ENERGY, LP
WTU RETAIL ENERGY, LP
FIRST CHOICE POWER, LP and
NEW LEAF ENERGY, LP
2013 NEIGHBOR-TO-NEIGHBOR PROGRAM AGREEMENT
FOR ELECTRIC HOME ENERGY ASSISTANCE

THIS AGREEMENT IS BY AND BETWEEN Direct Energy, LP ("Direct Energy"), CPL Retail Energy, LP ("CPL Retail Energy") and/or WTU Retail Energy, LP ("WTU Retail Energy") and/or First Choice Power, LP ("First Choice Power") and/or New Leaf Energy, LP ("New Leaf Energy") and/or five retail electric providers (together the "REPs") and the County of Hidalgo Community Service Agency (The Administering agency) an established social service agency as a governmental entity (a political subdivision of the State of Texas).

Purpose of Agreement:

Under this Agreement the Administering Agency and the REPs shall implement the program known as "Neighbor-to-Neighbor," under which the REPs will provide funding in their respective areas of operation to be used by the Administering Agencies for payment of the Electric Home Energy Expenses, as defined below, of needy people experiencing an energy emergency or crisis. The Parties, in consideration of the promises and commitments found herein, agree as follows:

I. Program Established

A. The Neighbor-to-Neighbor Program (hereinafter referred to as the "Program") is hereby intended to help needy people experiencing an energy emergency or crisis pay their

Electric Home Energy Expenses. The REPs shall supply funding for the program in their respective areas of operation as described in Article II herein. The Administering Agency shall, subject to the terms of this Agreement, utilize these funds to aid needy people in paying their Electric Home Energy Expenses and shall coordinate the Program with the Low Income Home Energy Assistance Program (LIHEAP).

B. "Electric Home Energy Expenses" shall mean any debt incurred by the Recipient for the consumption of electric energy used (including consumption prepaid by the Recipient) in the lighting, appliance usage and cooling/heating of the primary residence of the Recipient.

II. Program Funding

The REPs shall provide annual funding for the Program pursuant to the following terms. The funding amount shall be determined annually at the REP's sole discretion, with funds allocated to the administering agencies in two bi-annual disbursements. The first disbursement shall occur no later than February 30th of each calendar year and the second disbursement shall occur no later than July 31st of each calendar year.

III. Recipients

A. A Recipient is any individual who receives assistance as contemplated by this Agreement. There can be only one Recipient for each household. In order to qualify as a Recipient, an individual must meet all of the following conditions at the time he or she receives this assistance.

1. The individual must be receiving residential electric service from CPL Retail Energy, LP, WTU Retail Energy, LP, First Choice Power, LP, New Leaf Energy,

LP or Direct Energy, LP at the residence from which the subject Electric Home Energy Expenses arise.

2. The individual must reside at the service address and be responsible for the Electric Home Energy Expenses to be paid.

3. The individual must meet the income eligibility criteria established for the Comprehensive Energy Assistance Program (CEAP) funded by LIHEAP, or approved funding guidelines by the Program.

B. The Administering Agency shall select Recipients from those qualifying individuals seeking assistance in its sole discretion, but the REPs may, from time to time, refer special cases for consideration for assistance from the Program. The Administering Agency shall give due consideration to any such special cases, but shall nonetheless retain the ultimate authority in selecting Recipients.

IV. Use of Funds

A. All funds forwarded to the Administering Agency, subject to the administrative fee discussed in Article VII, shall be used by the Administering Agency in accordance with this Agreement to help Recipients pay their Electric Home Energy Expenses.

B. No Program funds may be used for utility deposits.

C. A Recipient can receive assistance from the Program of no more than $600, in any calendar year. Assistance provided may not exceed the actual Electric Home Energy Expenses due at the time Assistance is provided; or the estimated monthly Electric Home Energy Expenses at the time Assistance is provided.

D. Except to the extent specified in this Agreement, the REPs shall have no power or authority to direct the Administering Agency in the management or control of the Program.

V. Reports

The Administering Agency shall submit to each REP monthly reports, reflecting the total receipts and disbursements of Program funds, the identity, location and address of each person helped by the Program, and the amount of assistance received. The Administering Agency shall submit each monthly report to CPL Retail Energy, WTU Retail Energy, First Choice Power, New Leaf Energy or Direct Energy, as appropriate, within 10 calendar days of the end of the month being reported. Such information and reports shall be available for audit verification by the REPs or their designated agents, at their individual expense. The Administering Agency agrees to maintain all records necessary to permit the REPs to verify the accuracy of such reports and information for a minimum of two years. The Administering Agency's obligation to maintain records shall survive termination of this Agreement.

VI. Term of Agreement

A. This Agreement shall become effective on January 1st, 2013, and shall continue in effect for an initial term through December 31st, 2013, and may be renewed annually each January with the signatures of both parties. The Administering Agency may terminate this Agreement at anytime by delivering written notice of termination to the REPs at least thirty (30) days prior to the effective date of termination. The REPs may terminate this Agreement with the consent of the Administering Agency or for failure of the Administering Agency to meet the

terms and conditions of this Agreement, by delivering written notice of termination to the Administering Agency at least thirty (30) days prior to the effective date of termination.

B. Upon termination of this Agreement, the Administering Agency agrees to return, within sixty calendar days, any balance of funds in the Program to the REPs for distribution.

VII. Administrative Fees

The administrative fee retained by the Administering Agency is intended to cover only Program costs. Program costs include costs directly related to Program outreach, application processing, accounting, reporting and other Program activities. To defray the cost of the Administering Agency's duties and responsibilities for outreach, application processing, accounting, reporting and other related program administration activities, the Administering Agency shall be entitled to retain up to 10% of the total annual funding provided under this Agreement.

VIII. Contractor Performance

A. The Administering Agency shall, on an equitable basis throughout its service area, disburse funds for the Program. The Administering Agency shall operate the Program consistent with this Agreement in conformance with applicable accounting and reporting standards.

B. The Administering Agency agrees to use diligent, good faith efforts to fully distribute all funds less the administrative fee for the benefit of Recipient households on an annual basis.

C. The failure of the Administering Agency to distribute at least 85% of the total available funds for a given calendar year shall entitle the REPs to terminate this Agreement in the manner set forth below:

1. The REPs will suspend annual funding from agencies that fail to distribute at least 85% of the total available funds in a given calendar year.
2. Agencies with suspended funding will undergo a probation period of 6 months (or until the next allocation of funds), after which the REPs will evaluate its progress and determine its eligibility for additional funds.
3. Agencies that have not utilized at least 85% of their funds in a given calendar year will have their annual funding suspended and be required to return the remaining balance to the REPs within sixty calendar days.

D. The failure of the Administering Agency to submit timely monthly reports shall entitle the REPs to terminate this Agreement in the manner set forth above.

IX. Miscellaneous

A. Any notices to be given by either Party shall be in writing and shall be sent by certified or registered mail. Addresses for notice are as follows:

Mark Ravanesi Sr. Director CPL Retail Energy, LP WTU Retail Energy, LP First Choice Power, LP New Leaf Energy, LP Direct Energy, LP 6502 S Yale Ave Tulsa, OK 74136 Attention: Neighbor-to-Neighbor Program/ Tara Norris	Administering Agency County of Hidalgo Community Service Agency 2524 N Closner Edinburg, TX 78540 Attention: Neighbor-to-Neighbor Program

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

C. This Agreement can be modified or amended only by an agreement in writing executed by the authorized representatives of all Parties.

D. This Agreement will supersede and replace any previous agreements between the Parties related to the Program.

E. This Agreement may be executed by facsimile signature and in any number of counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers of this _____ day of _____, 2013.

County of Hidalgo Community Service Agency	CPL RETAIL ENERGY, LP WTU RETAIL ENERGY, LP DIRECT ENERGY, LP FIRST CHOICE POWER, LP NEW LEAF ENERGY, LP
By:	By its General Partner: Direct Energy GP, LLC By its sole Member: Direct LP, Inc
_____ Signature:	Signature:
_____	_____
Name: _____	Name: Mark Ravanesi
Title: _____	Title: Director of Credit & Debt

AI-36851 **Urban County 10. A.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Candace **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for material testing services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) material testing firms from the county's approved "pool" as graded and evaluated by the City of Sullivan City, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 17, 18, & 25 (2004, 2005, & 2012) City of Sullivan City Street Improvements on Maro and Valle Streets.

Professional Service Firm	Grade	Ranked
MEG Engineers	91.34	
L&G Engineering	90.34	
Terracon	85.34	

3. Authority to negotiate a material testing contract with the highest ranked firm of for the provision of material testing services for Urban County Program Year 17, 18, & 25 (2004, 2005, & 2012) City of Sullivan City Street Improvements on Maro and Valle Streets.

BACKGROUND

The three material testing firms rated from the county's approved "pool" are: (1) MEG Engineers, (2) L&G Engineering, and (3) Terracon for the City of Sullivan City Street Improvements on Maro and Valle Street in Sullivan City, Texas.

Funds Available: $55,747.51 2012 Sullivan City Street Improvement funds

Attachments

Sullivan City Grading Grid

Form Review

Form Started By: Mary Flores Started On: 02/26/2013

Final Approval Date: 02/22/2013

City of Sullivan City
Geotechnical and Construction Material Testing Services
Street Improvements (Maro and Valle)
Years 17, 18, & 25 (2004, 2005, & 2012)
Grading-Ranking Grid

Criteria	**MEG Engineers**			**L&G Engineering**			**Terracon**		
	Grader 1	**Grader 2**	**Grader 3**	**Grader 1**	**Grader 2**	**Grader 3**	**Grader 1**	**Grader 2**	**Grader 3**
Staffing of Project Team	**21**	**25**	**25**	**20**	**25**	**25**	**18**	**23**	**24**
Experience of Project Team/Ability to Commit Resources	**17**	**20**	**18**	**15**	**20**	**20**	**15**	**20**	**20**
Methodology	**18**	**20**	**16**	**16**	**20**	**20**	**13**	**20**	**15**
Understanding of Project/Similar Projects	**22**	**23**	**24**	**19**	**22**	**25**	**19**	**22**	**25**
Familiarity with Applicable Rules & Regulations	**8**	**7**	**10**	**7**	**7**	**10**	**6**	**6**	**10**
TOTALS	**86**	**95**	**93**	**77**	**94**	**100**	**71**	**91**	**94**
AVERAGES	**274÷3 = 91.34**			**271÷3 = 90.34**			**256÷3 = 85.34**		
RATING									

AI-37038 **Urban County 10. B.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for construction material testing.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) testing firms from the county's approved "pool" as graded and evaluated by the City of Progreso, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 25 (2012) City of Progreso, Street Improvements project.

Professional Service Firm	Grade	Ranked
RABA Kistner Constultants, Inc	99%	
L & G Engineering Laboratory	97.33%	
Professional Services Industries, Inc	94.33%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm of _____ for construction material testing for Urban County Program Year 25 (2012) City of Progreso, Street Improvements project.

BACKGROUND

The three testing firms rated from the county's approved "pool" are: (1) RABA Kistner Constultants, Inc., (2) L & G Engineering Laboratory, and (3) Professional Services Industries, Inc. for the City of Progreso Street Improvements project which consists of reconstruction and overlays of various streets.

Funds Available:

$113,035.67 YR 25 (2012) Street Improvements

Attachments

City of Progreso Street Improvements Grid

Form Review

Form Started By: Mary Flores Started On: 02/26/2013

Final Approval Date: 02/22/2013

City of Progreso
Construction Material Testing
Street Improvements Project
Years 24 (2011)
Grading-Ranking Grid

Criteria	RABA Kistner			L & G Engineering Laboratory			PSI, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Staffing of Project Team	25	25	25	25	25	25	25	25	23
Experience of Project Team/Ability to Commit Resources	19	20	20	17	20	20	19	20	20
Methodology	20	20	18	20	20	20	20	20	12
Understanding of Project/Similar Projects	25	25	25	25	23	25	25	22	25
Familiarity with Applicable Rules & Regulations	10	10	10	10	7	10	10	7	10
TOTALS	99	100	98	97	95	100	99	94	90
AVERAGES	297÷3=99%			292÷3=97.33%			283÷3=94.33%		
RATING	1			2			3		

AI-36816 **Urban County 10. C.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of San Juan, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 25 (2012) San Juan Water/Sewer Improvement funds.

Professional Service Firm	Grade	Ranked
Cruz-Hogan Consultants, Inc.	94.00	
Halff Associates, Inc.	94.00	
R. Gutierrez Engineering Corp.	91.67	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of for the provision of engineering services for an Urban County Program Year 25 (2012) City of San Juan Water/Sewer Improvements project located on Lincoln (8th to 12th), alley between Standard and Lincoln (11th to 12th), and alley between 11th and 12th (Standard to Lincoln) in San Juan, Texas.

BACKGROUND

The three (3) engineering firms rated from the County's approved "pool" are: Cruz-Hogan Consultants, Inc., Halff Associates, Inc., and R. Gutierrez Engineering Corp. for the Water/Sewer Improvements project located on Lincoln (8th to 12th), alley between Standard and Lincoln (11th to 12th), and alley between 11th and 12th (Standard to Lincoln) in San Juan, Texas.

Funds Available: $ 275,202.00 2012 San Juan Water/Sewer Improvement funds

Attachments

Grading Ranking Grid San Juan

Form Review

Form Started By: Mary Flores Started On: 02/26/2013

Final Approval Date: 02/22/2013

City of San Juan
Engineering Services
Water/Sewer Improvements
Year 25 (2012)
Grading-Ranking Grid

Criteria	Cruz-Hogan Consultants, Inc.			Halff Associates, Inc.			R. Gutierrez Engineering Corporation		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	19	15	20	19	20	20	18	20	20
Experience of Project Team	24	25	23	22	25	23	18	21	23
Experience/ Availability of Project Manager	19	20	15	18	20	18	16	20	20
Understanding of Project	25	25	25	22	25	25	22	25	25
Familiarity with Applicable Rules & Regulations	9	8	10	7	8	10	7	10	10
TOTALS	96	93	93	88	98	96	81	96	98
AVERAGES	282÷3= 94			282÷3= 94			275÷3= 91.67		
RATING									

AI-36829 **Urban County 10. D.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Ester Gonzalez-Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program (UCP) is requesting consideration and approval of the following:
1. Rescinding Resolution approved on November 20, 2012 authorizing the submission of a 2012 Colonia Economically Distressed Areas Program (CEDAP) fund application in the amount of $500,000.00,
2. Resolution authorizing the submission of a 2012 Colonia Economically Distressed Areas Program (CEDAP) fund application in the amount of $500,000.00, and
3. Authorizing the County Judge to act as the County's Executive Officer and Authorized Representative in all matters pertaining to the County's participation in the Texas Department of Agriculture's Texas Community Development Block Grant Program 2012 CEDAP fund application

BACKGROUND

UCP is requesting to rescind the previously approved Resolution in order to comply with the Texas Department of Agriculture (TDA) CEDAP Application Guidelines which require the resolution to be adopted/passed by the governing body before the application submission and after the application public hearing (conducted November 20, 2012 @ 6:00 p.m.).

This Resolution is required as part of the County's participation in the Texas Department of Agriculture (TDA) Texas Community Development Block Grant Program fund application. The funds will be utilized for Rehab: Single-Unit sewer service, to include yardline connections and decommissioning of septic tanks within colonias located in the City of Alamo and will benefit approximately 358 households. Please see attached Resolution

Attachments

Resolution

Form Review

Form Started By: Mary Flores Started On: 02/26/2013

Final Approval Date: 02/22/2013

R E S O L U T I O N

A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE 2012-2013 COLONIA ECONOMICALLY DISTRESS AREAS PROGRAM GRANT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Commissioners' Court of the County of Hidalgo desires to develop a viable urban community including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the County of Hidalgo to apply for funding under the 2012-2013 Texas Community Development Block Grant Program - Colonia Economically Distress Areas Program fund;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS:

1. That a Texas Community Development Block Grant Program Application for the Colonia Economically Distress Areas Program Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Agriculture.

2. That the County's application be placed in competition for funding under the 2012-2013 Colonia Economically Distress Areas Program Fund.

3. That the application be up to $500,000 of grant funds to provide first-time sewer services (yardlines, septic tank decommission, and related improvements) for low and moderate-income persons residing within colonias located in the City of Alamo.

4. That the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.

PASSED AND APPROVED THIS 19th DAY OF FEBRUARY, 2013.

ATTEST:

Ramon Garcia, County Judge
Hidalgo County, Texas

Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

AI-37224 **Urban County 10. E.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 2 is requesting authority to purchase solar lights for El Charro #1 S/D from Facility Solutions Group (contract # 368-10) an approved vendor through Hidalgo County's membership and participation with the State of Texas Buy Board. The total cost for the purchase and installation is $230,400.00 (quote attached hereto) to include shipping and handling, installation and discounts as requested by the Hidalgo County Precinct No. 2 for the UCP FY 25 (2012) Street Improvement line items.

BACKGROUND

The solar lights will be installed at El Charro #2 S/D. Facility Solutions Group will be responsible for the installation.

Vendor: Facility Solutions Group
Purchase Amount: $230,400.00
Funds Available: $301,758.18 FY 25 (2012) Street Improvements

Attachments

Attachment Pct 2 Solar Lights

Form Review

Form Started By: Mary Flores Started On: 02/26/2013

Final Approval Date: 02/22/2013

FACILITY SOLUTIONS GROUP

lighting > electrical > energy
technology > signs

February 28, 2013

Hidalgo County Precinct 2

Reference : Solar lighting/Poles Installation Buy Board # 368-10 11% OFF

We appreciate the opportunity to offer you a proposal to install Sol lighting fixtures # SPM-300-3Q-CH-DOME-10'ARM-DTD on a 37' direct burial ANSI 05.1 wood pole. These will be installed as specified by Hidalgo County.

(32) SOL lighting fixtures SPM-300-CH-DOME w/10' @ $5,915.58 = $189,298.56

(32) ANSI 05-01 37' Direct burial wood pole X $ 634.42 = $ 20,301.44

(32) Labor 10.0 hours of installation per pole X (32) = 320 hours =$20,800.00

Total project cost will be $ 230,400.00

***** NOTE we are not in receipt of soil test reports or contingencies at proposed pole locations. This proposal is contingent on suitable soil reports to facilitate the installation. If we have to slurry and or sleeve the holes for installation of the poor soil, the additional cost per pole would be $495 per pole... most likely it would be minimal as this mainly occurs near the coast where the is a high water table.**

We are a selected vendor and installer on the Texas State Buy Board #368-10

Sincerely,

Antonio Olivares LEED AP
New Business Development Manager

8018 West Expressway 83, Harlingen TX. 78552 • 956-797-4191
Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157 Austin, Texas 78711, 1-800-803-9202, 512-463-6599; TECL #25589
Website: www.license.state.tx.us/complaints

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:** Antonio Olivares

Vendor Name: Facility Solutions Group **Contract No. :** 368-10 **Phone:** 956-821-8648

Quantity	Description of Items	Price per Unit	Total Amount
32	SOL light fixtures SPM-300-CH-DOME w/ 10'	$ 5,915.58	$189,298.56
32	ANSI 05-01 37' Direct burial wood pole	$634.42	$ 20,301.44
32	Labor 10.0 hours of installation per pole X (22) = 320 hours	$65.00	$ 20,800.00
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		TOTAL:	$230,400.00

Recommendation: Purchase of solar lights will satisfy the Precinct No. 2's El Charro # 2 S/D (Lopezville).

Requested by: [signature] Date 2/11/2013 **UCP Approval:** [signature] Date 2/22/13

Received
FEB 11 2013
Urban County Program
By: [signature]

UCA-5

REVSED JUNE 2009

BuyBoard Cooperative Purchasing

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Vendor Contract Information

Proposal Do

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facility solutions group

- (•) All
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Vendors
None Selected

Price Range
Show all prices

Category
None Selected

Contract
None selected

Search by Vendor

Browse Contracts

Resources

Vendor Name:	Facility Solutions Group
Address:	610 West Powell Lane Austin, TX 78753
Phone Number:	(512) 835-4971
Email:	mikeh@fsgi.com
Website:	www.fsgconnect.com
Federal ID:	74-2942838
Contact:	Mike Heins
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Energy Saving Lighting Products
Contract#:	368-10
Effective Date:	04/01/2011
Expiration Date:	03/31/2014
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Arizona, Colorado, Illinois, Indiana, Kansas, I
Quote Reference Number:	368-10
Return Policy:	30 days provided that electronic items have r
Additional Dealers:	San Antonio TX, Shawnee KS, Placentia CA, Phoenix AZ, Houston TX, Dallas TX, Corpus Indianapolis IN,
Regulatory Notice:	**BuyBoard contract pricing does not inclu their individual projects to determine the r limitation such workers' compensation in or policy. If required, it is the responsibilit insurance or confirmation of coverage, as**

Also, each entity must assess their indivi

BuyBoard® Cooperative Purchasing

Administration | RFQ | Reports

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Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
None selected

Search by Vendor

Browse Contracts

Resources

Show 25 results

Narrow Res

Vendor	Description
Facility Solutions Group	50% to 80% Discount Off Philips Advance 163CC & Ballasts.
Facility Solutions Group	50% Discount Off RAB Lighting pricelist for All Oth
Facility Solutions Group	0% Discount Off RAB pricelist for All Other Produc
Facility Solutions Group	10% Discount Off SOL Outdoor Lighting BuyBoard Products.

Extended Product Information

Reference Number:	368-10
Brand:	Various
Part Number:	Catalog
Unit Measure:	EA
Vendor Website:	www.fsgconnect.com
Full Description:	10% Discount Off SOL Outdoor Lighting BuyBoard pricelis

Facility Solutions Group	70% Discount Off Trade Service Pricing for All Sup
Facility Solutions Group	20% Discount off www.stresscrete.com, King J420 Decorative Poles
Facility Solutions Group	20% Discount off www.stresscrete.com, King J420 Revitalization Series Decorative Poles
Facility Solutions Group	20% Discount off www.stresscrete.com, King J420 Iron Decorative Bollards
Facility Solutions Group	20% Discount off www.stresscrete.com, King J420 Cast Aluminum Decorative Bollards
Facility Solutions Group	10% Discount Off www.gelightingsolutions.com, P Street Light Decorative Historical Luminaires
Facility Solutions Group	10% Discount off www.chmindustries.com, LLD & Lowering Devices Roadway Lighting

SOL Catalog 2012-2013

Product	Buy Board Model Number	Description	List Price
Solar Pathway Lighting			
GreenWay with Direct Embedded Pole			
	PW-GA-T1-E-H-K-20-(Color)	20W LED ascot pathway light, type 1 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box, and a 20 ft direct burial straight aluminum pole	$5,034
	PW-GA-T5-E-H-K-20-(Color)	20W LED ascot pathway light, type 5 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box, and a 20 ft direct burial straight aluminum pole	$4,994
	PW-SBS-T5-E-H-K-20-(Color)	20W LED shoebox pathway light, type 5 distribution, operating at dusk until dawn, locking battery box, and a 20 ft direct burial straight aluminum pole	$5,112
	PW-SBS-T5-E-H-K-20-(Color) without pole	20W LED shoebox pathway light, type 5 distribution, operating at full for 6 hours after dusk, dimming to 50%, then operating at full 2 before dawn, locking battery box.	$4,565
	PW-GA-T5-E-H-K-20-(Color) without pole	20W LED ascot pathway light, type 5 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box	$4,500
Color Options: Bronze -B, Black-K, Green-G, or White-W			
Solar Pathway, Area, and Parking Lot Lights			
TP Series Cobra Head with 6 ft Arm (Pole Ordered Seperately)			
	COB-T5-A30-H-D2-H-K-06-(Color)	30w LED Cobra Head Fixture, type 5 distribution, operating dusk until dawn, locking battery box. (pole ordered separately)	$5,889
	COB-T5-A30-E-D2-H-K-06-(Color)	30w LED Cobra Head Fixture, type 5 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. (pole ordered separately)	$5,728
	COB-T5-A45-H-D2-H-K-06-(Color)	45w LED Cobra Head Fixture, type 5 distribution, operating dusk until dawn, locking battery box. (pole ordered separately)	$7,328
	COB-T5-A45-E-D2-H-K-06-(Color)	45w LED Cobra Head Fixture, type 5 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. (pole ordered separately)	$6,728
Color Options: Bronze -B, Black-K, Green-G, Gray-Y, or White-W			
Solar Pathway, Area, and Parking Lot Lights			
TP Series Shoe Box with 2ft Arm (Pole Ordered Seperately)			
	SBS-T5-A30-H-D2-H-K-S4-(Color)	30w LED Small Shoebox Fixture, type 5 distribution, operating dusk until dawn, locking battery box. (pole ordered separately)	$5,994
	SBS-T5-A30-E-D2-H-K-S4-(Color)	30w LED Small Shoebox Fixture, type 5 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. (pole ordered separately)	$5,833
	SBL-T5-A45-H-D4-H-K-S4-(Color)	45w LED Large Shoebox Fixture, type 5 distribution, operating dusk until dawn, locking battery box. (pole ordered separately)	$7,578

Product	Buy Board Model Number	Description	List Price
	SBL-T5-A45-E-D4-H-K-S4-(Color)	45w LED Large Shoebox Fixture, type 5 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. (pole ordered separately)	$6,983
	SBL-T2-A45-H-D4-H-K-S4-(Color)	45w LED Large Shoebox Fixture, type 2 distribution, operating dusk until dawn, locking battery box. (pole ordered separately)	$7,578
	SBL-T2-A45-E-D4-H-K-S4-(Color)	45w LED Large Shoebox Fixture, type 2 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. (pole ordered separately)	$6,983
	SBL-T5-A60-H-D4-H-K-S4-(Color)	60w LED Large Shoebox Fixture, type 5 distribution, operating dusk until dawn, locking battery box. (pole ordered separately)	$8,567
	SBL-T5-A60-E-D4-H-K-S4-(Color)	60w LED Large Shoebox Fixture, type 5 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. (pole ordered separately)	$7,761
	SBL-T2-A60-H-D4-H-K-S4-(Color)	60w LED Large Shoebox Fixture, type 2 distribution, operating dusk until dawn, locking battery box. (pole ordered separately)	$8,567
	SBL-T2-A60-H-D4-H-K-S4-(Color)	60w LED Large Shoebox Fixture, type 5 distribution, operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. (pole ordered separately)	$7,761

Color Options: Bronze -B, Black-K, Green-G, Gray-Y, or White-W

Solar Pathway, Area, and Parking Lot Lights

Product	Buy Board Model Number	Description	List Price
20/20 SERIES with 20ft Channeled Aluminum Pole w/ Anchor Bolts			
	TX2-xx-A40-D2D-K20-(Color)	40w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) , operating dusk until dawn, locking battery box. 20 ft Channeled Pole included.	$9,711
	TX2-xx-A40-6250-K20-(Color)	40w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. 20 ft Channeled Pole included.	$9,178
	TX2-xx-A50-D2D-K20-(Color)	50w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) , operating dusk until dawn, locking battery box. 20 ft Channeled Pole included.	$9,900
	TX2-xx-A50-6250-K20-(Color)	50w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. 20 ft Channeled Pole included.	$9,900
	TX2-xx-A60-D2D-K20-(Color)	60w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) , operating dusk until dawn, locking battery box. 20 ft Channeled Pole included.	$10,733
	TX2-xx-A60-6250-K20-(Color)	60w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. 20 ft Channeled Pole included.	$9,900
	TX2-xx-A70-D2D-K20-(Color)	70w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) , operating dusk until dawn, locking battery box. 20 ft Channeled Pole included.	$11,144
	TX2-xx-A70-6250-K20-(Color)	70w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. 20 ft Channeled Pole included.	$10,733
SP Series-Side of Pole Mount Cobra Head with 10ft Arm and Pole included			
	SPM-300-3Q-CH-DOME-10'Arm-DTB w 37' Direct Burial-ANS15, 1-WOODPOLE	SPM-300-3Q-CH-DOME-10'Arm-DTB w 37' Direct Burial-ANS15, 1-WOODPOLE	$7,422
	SPM-300-3Q-CH-DOME-10'ARM-DTD w/25'boltdown-STEEL	SPM-300-3Q-CH-DOME-10'ARM-DTD w/25'boltdown-STEEL	$8,922
	SPM-300-3Q-CH-DOME-10'ARM-DTD w/25'boltdown-ALUMINUM	SPM-300-3Q-CH-DOME-10'ARM-DTD w/25'boltdown-ALUMINUM	$9,122
TP Series -Dual Cobra head with 6ft Arm			
	TPM-1CD2A60-Q4H-3V-25	1CD2A60-Q4H-3V-25-ADB25-6x3.5 Sol Inc. 60W LED COB Solar Powered.	$7,795
	TPM-375-3Q-2CH-DOME-6'ARM-0440002 (pole not included)	Dual 45W Cobra head fixtures, Type 2 distribution, operating at full for 4 hours after dusk, dimming to 40%, then operating at full 2 hrs. before dawn, locking battery box. Powder coating in Bronze or Black.	$8,692

TPM-375-3Q-2CH-DOME-6'ARM-0440002 w/ a 25ft. Fiberglass bolt down pole	Dual 45W Cobra head fixtures, Type 2 distribution, operating at full for 4 hours after dusk, dimming to 40%, then operating at full 2 hrs. before dawn, locking battery box. Powder coating in Bronze or Black. 25 ft. Fiberglass bolt down pole included.	$9,692
TPM-375-3Q-2CH-DOME-6'ARM-0440002 w/ a 25ft. Aluminum bolt down pole	Dual 45W Cobra head fixtures, Type 2 distribution, operating at full for 4 hours after dusk, dimming to 40%, then operating at full 2 hrs. before dawn, locking battery box. Powder coating in Bronze or Black. 25 ft. Aluminum bolt down pole included.	$9,892

xx - Distribution Types: T2 = Type II, T3 = Type III, T5 = Type V
Color Options: Bronze -B, Black-K, Green-G, Gray-Y, or White-W

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:
facility solutions group
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Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
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Search by Vendor

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Narrow Results:

Vendor	Description	Pricing Sh
Facility Solutions Group	0% Discount Off FSG Lighting for All Equipment	
Facility Solutions Group	20% Discount off Leviton Pricelist for Wireless Monitoring and Control Systems	
Facility Solutions Group	0% Discount off LumenPulse Pricelist for Decorative Color Changing Luminaires	
Facility Solutions Group	0% Discount off FSG Electric Pricelist for Outdoor Lighting Maintenance	
Facility Solutions Group	10% Discount off www.gelightingsolutions.com, Madison Series for Teardrop Series	
Facility Solutions Group	20% Discount off www.stresscrete.com, K803 Series for Teardrop Series	
Facility Solutions Group	0% Discount Off FSG Electric Pricelist for All Repair Labor	
Facility Solutions Group	0% Discount Off FSG Electric Pricelist for All Installation Labor	
Facility Solutions Group	Square Foot Price for Energy Audits Performed by FSG Electric	
Facility Solutions Group	Installation of FSG Electric Wall Box Motion Sensor	
Facility Solutions Group	Hourly rate for Apprentice	
Facility Solutions Group	Hourly rate for Journeyman	
Facility Solutions Group	Installation of FSG Electric Exterior Lighting	

Extended Product Information

Reference Number:	368-10
Brand:	Various
Part Number:	Installation
Unit Measure:	EA
Vendor Website:	www.fsgconnect.com
Full Description:	Installation of FSG Electric Exterior Lighting

Facility Solutions Group	Hourly rate for Crane	
Facility Solutions Group	Hourly rate for Bucket Truck	
Facility Solutions Group	80% Discount Off GE Consumer & Industrial Lighting pricelist for Electronic HPS Lamps & Ballasts.	Pricing Sl
Facility Solutions Group	80% Discount Off Philips Advance 163CC pricelist for Electronic Ballasts.	Pricing Sl
Facility Solutions Group	80% Discount Off GE Consumer & Industrial Lighting pricelist for Electronic HID Lamps & Ballasts.	Pricing Sl
Facility Solutions Group	0% Discount Off FSG Lighting Recycling pricelist for Recycle of Lamps, Batteries and Ballasts.	Pricing Sl
Facility Solutions Group	50% to 80% Discount Off Philips Advance 163CC pricelist for Electronic HPS Lamps & Ballasts.	Pricing Sl

AI-37014 **Head Start 11. A.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Family Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2013-2014

BACKGROUND

Policy Council Approval: 02.20.13

Attachments

Income Guidelines

Form Review

Form Started By: Linda Galaviz Started On: 02/26/2013

Final Approval Date: 02/22/2013

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: February 20, 2013

SUBJECT: Discussion/Approval of Family Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2013-2014

RATIONALE/NEED: The Hidalgo County Head Start Program must comply with Federal Regulations regarding eligibility, recruitment, selection and enrollment. The poverty income guidelines are updated annually and must be incorporated into our selection process. Ref. CFR-45, 1305.6(a).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Income and Priority Guidelines for Program Year 2013-2014

****

INITIATED BY: Irma Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Poverty Income Guidelines for Eligibility For Head Start Programs PY: 2013 – 2014

Size of Family Unit	100% Poverty Income Guidelines	130% Poverty Income Guidelines
1	$11,490	$14,937
2	$15,510	$20,163
3	$19,530	$25,389
4	$23,550	$30,615
5	$27,570	$35,841
6	$31,590	$41,067
7	$35,610	$46,293
8	$39,630	$51,519
Add $4,020 for each additional family member		

100% Poverty Income Guideline Source: http://aspe.hhs.gov/poverty/13poverty.cfm. ***January 24, 2013.***
130% Poverty Income Guideline Source: Ref: P.L. 110-134, ACF-IM-HS-08-01.

Grantee Board Approval: Pending
Policy Council Approval: Pending

Hidalgo County Head Start Program
Priority Guidelines for Selection and Enrollment
Program Year 2013 – 2014

The Hidalgo County Head Start Program does NOT deny anyone the right from applying regardless of race, sex, creed, color, national origin or disabling condition. The families of children applying for admittance to the Hidalgo County Head Start Program MUST meet income, age and other pertinent criteria. Final approval will be granted by the Hidalgo County Head Start Policy Council. Persons wishing to contest a denial for enrollment may do so by submitting their grievances or concerns in writing to the Hidalgo County Head Start Policy Council, at P.O. Box 0117, Edinburg, Texas 78540.

DEFINITIONS

Parent:	The term parent used in this document is defined as the biological parent or legal guardian.
Legal Guardian:	The term "legal guardian" means a person who is appointed guardian or a temporary guardian by the court, and has been awarded legal custody of a minor child/ren in accordance to **Texas Civil Statute, Chapter XIII, Sec. 6.01, 6.81, 6.82, and 6.84**.
Family:	The term family is defined as all persons living in the same household who are supported by the income of the parent(s) or guardian(s) of the child enrolling in the program and/or related to the parent(s) or guardian(s) by blood, marriage or adoption. **Ref 1305.2(e).** Note; Single, divorced, separated, and widowed parents must provide proof of marital status.
Age:	A child must be at least (3) years old by **September 1, 2013** and is eligible **UNTIL** the child enters kindergarten to be eligible for services. **Ref: 1305.4(a) and 1305.6(b).**
Income:	To be eligible for Head Start services, a family must be income eligible within 100% of the poverty guidelines. **Ref:** http://aspe.hhs.gov/poverty/13poverty.cfm. ***01/23/2013.*** Families may be eligible if their income is between 100% thru 130% of the poverty guidelines. **Ref: P.L. 110-134, ACF-IM-HS-08-01.**
Military Personnel	Only the base pay of active military personnel will be allocated to calculate the individual's income. **Head Start Reauthorization; P.L. 110-134, ACF-IM-HS-08-01.**
Full Day	Children that meet the applicable criteria and qualify for services will be provided with **FREE** services from 7:30 AM till 5:30 PM; **Ref: 1306.3 (e).**
Selection:	The systematic process used to review all applications for Head Start services. The Priority Guidelines will identify those children in most need. **Ref: 1305.6 (a)**
Enrollment:	Children remain eligible the succeeding enrollment year, regardless of income, provided that they did not drop prior to the last day of school. **Ref: 1305.7 (c).** The Program may choose not to enroll a child when there is a change in the child's family income and there is a child with a greater need for Head Start Services. **Ref: 1305.7 (a).**
Waitlist:	A three (3) year old waiting list and a four (4) year old waiting list will be maintained at each Head Start Center. This will ensure that eligible children enter the program as vacancies occur and children are placed in age appropriate classrooms. **Ref: 1305.6(b); 1305.6(d); OHS – PC – I – 001 and OHS – PC – I – 024.**

Information required to apply and qualify for the Hidalgo County Head Start Program are:

- Child's Birth Certificate or Baptismal Certificate, and Social Security Number
- 2012 Income Tax Return & Appropriate W-2 Forms, Schedule C's, Schedule K's, etc.
- All Appropriate Child Support Information (Divorce Decree or State Attorney General's Office – Child Support Award Letter) for Parents Who are Single, Separated, or Divorced
- Medical Insurance Information, such as Medicaid, CHIPS, or Private Insurance
- All Appropriate Medical Information Regarding Children with Special Needs

Grantee Board Approval: Pending
Policy Council Approval: Pending

Hidalgo County Head Start Program
Priority Rankings for Enrollment

Priority Ranking	Selection Criteria
1	Children who are 3 or 4 years of age of families who are **HOMELESS**. ***Must be income eligible within 100% poverty guidelines.***
2	**FOSTER** children who are 3 or 4 years of age who are under the guardianship of Child Protective Services (Child's income only) ***Must be income eligible within the 100% poverty guidelines.***
3	Children who are 3 or 4 years old of age who are **DISABLED**. ***Must be income eligible within the 100% poverty guidelines or the 100% thru 130% of the poverty guidelines.*** 10% of enrollment opportunities are available to children with disabilities. Once the program has met the 10% enrollment quota, children with disabilities and non-disabled children will compete equally based on need as described in Priority Rankings. **Ref: 1308.5(c)(4)**
4	Children who are 3 and 4 years of age of families that receive **TANF or SSI** benefits. ***Must be income eligible within the 100% poverty guidelines***. **Ref: 1305.2(l) and OHS-PC-I-016.**
5	Children who are 3 and 4 years of age, whose parent(s) are active in the "Uniformed Services" of the United States. Uniformed services are Army, Navy, Air Force, Marines, or Coast Guard. ***Must be income eligible within the 100% poverty guidelines.*** **Ref: Sec. 645(a)(3) of the Head Start Act ; 37 USC 101; 37 USC 310; 37 USC 403; 10 USC 2871-2872 and 2882**
6	Children who are 3 and 4 years of age, whose **parent(s) are disabled or elderly (60+ yrs.)** ***Must be income eligible within the 100% poverty guidelines***.
7	Children who are 3 or 4 years of age of **single parents** who work full time, or are full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines.***
8	Children who are 3 or 4 years of age of a **two parents household**, who both work full time, or full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines***.
9	Children who are 3 or 4 years of age of **single parents** who are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
10	Children who are 3 or 4 years of age of **two parents household** where one parent is employed, in school, or in training and the other is unemployed. ***Must be income eligible within the 100% poverty guidelines***.
11	Children who are 3 or 4 years of age to **two parent household**, where both parents are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
12	Children who are 3 or 4 years of age whose ***families' income is between 100% thru 130% of the poverty guidelines.***

Grantee Board Approval: Pending
Policy Council Approval: Pending

AI-37016 **Head Start 11. B.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Advertise and Approval of Statement of Qualifications, Requirements and Scope of Services for the Following:

1. Medical and Dental Providers
2. Mental Health Providers
3. Sign Language Interpreting Providers

BACKGROUND

Policy Council Approval: 02.20.13

Attachments

RFQs

Form Review

Form Started By: Linda Galaviz Started On: 02/26/2013

Final Approval Date: 02/22/2013

Hidalgo County Head Start Program
Policy Council Agenda

DATE: February 20, 2013

SUBJECT: Discussion/Approval to Advertise and Approval of Statement of Qualifications, Requirements and Scope of Services for the Following:

1) Medical & Dental Providers
2) Mental Health Providers
3) Sign Language Interpreting Providers

RATIONALE/NEED: Administration needs to obtain medical/dental, and mental health services for the Head Start children for the next school year.

RECOMMENDATION: Administration recommends approval

COST: As specified on services required

RELATED INFORMATION INCLUDED: Qualifications, Requirements and Scope of Services

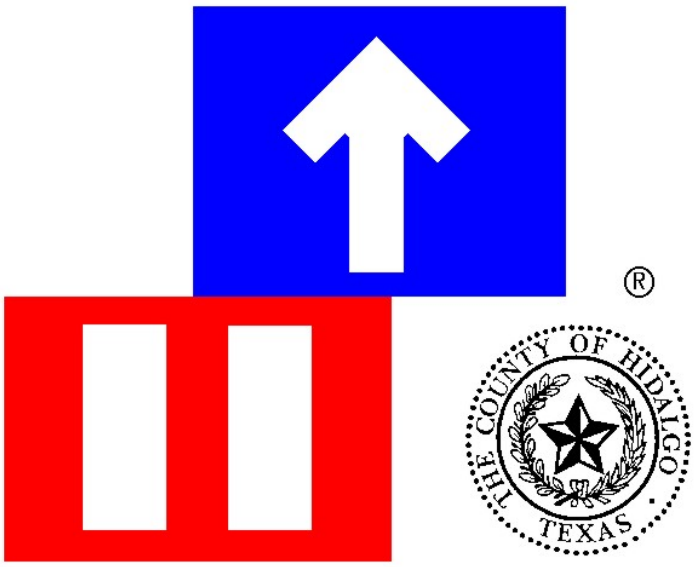
* *

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

Medical/Dental Providers



Hidalgo County Head Start Program

BID NO:2013-001-04-12	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

MEDICAL & DENTAL PROVIDERS

Hidalgo County Head Start
McAllen, Texas

February 26, 2013

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"MEDICAL & DENTAL PROVIDERS"
BID NO: 2013-001-04-12

1) Request For Qualifications Letter, consisting of 1 page.

2) Request for Qualifications, Legal Notice, consisting of 6 pages.

3) Acknowledgement Form, consisting of 1 page.

4) Requirements Criteria, Exhibit A, consisting of 7 pages.

5) Evaluation Criteria, Exhibit B, consisting of 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility consisting of 1 page.

7) Insurance Requirements, Exhibit C, consisting of 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 2 pages.

9) Proposer's Affidavit, Exhibit E, consisting of 1 page.

10) Vendor Application and Historically Underutilized Business (HUB) Declaration 2 pages.

11) Draft Contract for Professional Services, consisting of 6 pages.

12) W-9 Form (Request for Taxpayer ID), consisting of 1 page.

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 Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director — February 26, 2013

Hidalgo County Head Start Program

February 26, 2013

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
“MEDICAL & DENTAL PROVIDERS”
BID NO: 2013-001-04-12

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

1. Sealed Statements of Qualifications will be received for "MEDICAL & DENTAL PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with vendor'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: REQUEST FOR QUALIFICATIONS (RFQ) "Medical & Dental Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. Friday, April 12, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 RFQ. Hidalgo County Head Start Program reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday, April 5, 2013 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday, April 8, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ 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(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Program in order to establish an account with the Hidalgo County Head Start Program. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)

. No deliveries accepted after 4:30 P.M., Monday-Thursday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Medical & Dental Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.
Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.
d) Notation - for- "**Medical & Dental Providers"** for the Hidalgo County Head Start Program.
e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 12, 2013
Award of Contract	
Commence Work or Deliver Products	

16. **Debarment Certification**;

. **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR76.**

17. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of Hidalgo County Head Start Program 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, Hidalgo County Head Start Program.

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, Hidalgo County Head Start Program 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.

18. 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 Head Start Program (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 Head Start Program 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 that contracts or seeks to contract with Hidalgo County Head Start Program 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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

    . Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

    . 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.

22. Successful RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider'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 RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements 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 RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. The successful RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ 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.

30. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

Request for Qualification

"MEDICAL & DENTAL PROVIDERS"
RFQ No: 2013-001-04-12

February 26, 2013

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

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 respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

Requirements/
Scope of Services

RFQ 2013-001-04-12

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MEDICAL & DENTAL PROVIDERS"
RFQ 2013-001-04-12

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications form qualified State of Texas registered Medical and Dental firms in order to establish a pre-qualified pool of Therapist on an "As needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of one (1) Year. The Hidalgo County Head Start Program- Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on "**Medical & Dental Services Hidalgo County Head Start Program" "Request of Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday, April 12, 2013. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2013-001-04-12

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday April 5, 2013 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST
Effective January 01, 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 North Closner, Edinburg, TX 78539--- Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein 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:
Submitters, 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 BIDS:
Hidalgo County Head Start Program Procurement 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 Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County Head Start Program requires submitters, when hand delivering statements of qualifications, to have a Procurement Department representative time/date stamp and initial the envelope when dropping RFQ off.

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

WAIVING OF INFORMALITIES:
Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

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.

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. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ for Medical & Dental Providers are presented below in the order they should be incorporated into the submitted document.

A. Name of the Medical & Dental Provider and Specialty.
B. Business Address and Telephone Number.
C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also be assisting with providing the services required. Curriculum Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:

    1. Number of available staff providing services, update copies of individual licenses/certificates.
    2. Cultural, linguistic sensitivity, diversity and flexibility.
    3. Office sites and locations: Provide a list of the office sites/locations throughout Hidalgo County. **NOTE:** Head Start does not provide space accommodations at the centers for the provision of services.
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C."
    5. Include copy of Texas Driver's License photo I.D. and proof of criminal background.

D. Furnish the following:

1. Sample copy of a comprehensive Medical & Dental Evaluation for three (3) to five (5) year old children.

E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

G. All Medical & Dental Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

I. Scope of Medical Services (as mandated by State-Medicaid and Federal Guidelines) include, but may not be limited to the following:

A. Family profile and health
B. Nutrition
C. Development according to age and child's health
D. Allergies
E. Mental Health
F. Health Education
G. Physical Examination – A complete physical examination to check all body systems and regions beginning at the time of enrollment (example: appearance, head, skin/nodes, eyes, ears, nose, mouth/throat, teeth, neck, chest/breast, heart, pulses, abdomen, genitalia/anus, spine, extremities, muscle tone, etc.) will include the following:

1. Height-Weight
2. Blood Pressure
3. Vision Screen (as mandated by Medicaid). A basic eye chart screen. For example, the Tumbling E, HOTV.
4. Hearing Screen (as mandated by Medicaid). A basic screen done by an audiometer.
5. Hemoglobin/Hematocrit – A procedure to determine iron deficiency anemia.
6. Lead screening – A procedure to determine lead levels in the blood.
7. Immunizations – All or any immunizations required to update the child's health record.
8. Mantoux Tuberculin Skin Test – An intra-dermal test consisting of 0.1cc tuberculin for proof of T.B. with date result and signature of person providing the test.

9. Strabismus Testing – A procedure to determine if child lacks strength, eye coordination.
10. Dental Screen – A visual exam to determine the category of a child's dental exam (Example: Needs Attention Soon, Needs Routine Care).

H. Final Diagnosis, assessment and/or Plan.

I. Referral – If an abnormal physical exam arises and the provider is unable to treat condition, a referral should be made at once. Parent will be notified as soon as abnormality is found or detected.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

II Scope of Dental Health Services (as mandated by Medicaid Guidelines)

include, but are not limited to the following:

A. A complete and comprehensive dental examination – on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:

1. A visual examination
2. X-Rays
3. Prophylaxis (cleaning)
4. Nutritional counseling
5. Behavior management, if necessary

B. Periodic Oral Examination- Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.

C. Referral – If an abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected, and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPAA Compliance.

SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

SECTION III – SELECTION AND SCHEDULES

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form"

1. **STAFFING OR 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 shall have experience in performing similar contracts for counties, cities, school districts, or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   The provider shall designate experienced therapist staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés 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 section, 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.
4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS:**
   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

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

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).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Friday, April 12, 2013.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

RFQ # 2013-001-04-12

EVALUATION CRITERIA

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 (20)**
   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 shall have experience in performing similar contracts for counties or other clients as stated in the Request for Qualifications (RFQ). Similar 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.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   The provider shall designate experienced therapy staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés 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 section, 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)
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   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

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

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).

Hidalgo County Head Start Program
MEDICAL & DENTAL PROVIDERS
RFQ № 2013-001-04-12

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	_____
Comments/Rationale for Points: _____		
2. Experience of Project Manager	25	_____
Comments/Rationale For Points: _____		
3. Experience/Availability of Project Manager	20	_____
Comments/Rationale For Points: _____		
4. Understanding of Project	25	_____
Comments/Rationale For Points: _____		
5. Familiarity with Applicable Rules and Regulations	10	_____
Comments/Rationale For Points: _____		

Provider: _____

Evaluator(s): _____ Date: _____

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:_____

Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

RFQ 2013-001-04-12

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program 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, _____, 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 bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded 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/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program – Procurement Department in order to qualify for award to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to Procurement Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

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 bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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 Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT D

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

CONFLICT OF INTEREST

RFQ 2013-001-04-12

EXHIBIT D

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 Hidalgo County Head Start Program. 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 that 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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

PROPOSER'S AFFIDAVIT

RFQ 2013-001-04-12

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MEDICAL & DENTAL SERVICE PROVIDERS"

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 any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2013

Notary Public _____

My Commission expires: _____, 2013

HIDALGO COUNTY Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name: ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax Name: ( )**
Physical Address:	
City, State, Zip:	**Tax I.D. №**
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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

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 ___	Black American ___	Native American ___
Less than 250,000 annual gross receipt ___	Hispanic American ___	Women ___
Less than 499,000 annual gross receipt ___	Asian Pacific American ___	Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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? ☐ State General Services 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 Contractor Name:_____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____

Address:_____ City:_____ State:_____ Zip:_____
Contact Person:_____ Title:_____ Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed_____

CONTRACT FOR SERVICES
MEDICAL AND DENTAL
C-13-001-XX-XX

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August , 2013** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as condition if program elects by providing written notice to Provider. This Agreement terminates on the **31st** day of **July, 2014** unless extended or earlier termination as provided herein**.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

DRAFT

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Keller, Finance Director
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Proper Notice shall be submitted through certified letter to:

DRAFT

If to County: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: _____
_____
_____

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's

fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or

alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for one year from the date of termination of the Contract period at the such rate and terms as negotiated by the parties. A ninety (90) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and

duly executed by the parties hereto.

H. 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 the Program under this Agreement, the Program may terminate this Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

K. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

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Exhibit A

Description of Services – Medical Service

The provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete physical examination (head to toe assessment) at his/her respective practice or center site on the initial visit. The form "**PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** will be shown with date of exam, signature of the Provider, referral and or treatment.
2. Any "abnormal findings" or "not evaluated" will be accompanied by an explanation
3. Minor acute illnesses will be referred to their own family physician, if none is available, clients will be treated on site and follow-up appointment made for a later date.
4. Chronic illnesses or other abnormalities encountered will be referred for further evaluation or treatment.
5. ALL MEDICAID CHILDREN WILL RECEIVE AN EXAM AS PER THE EPSDT MEDICAL PROCEDURES SCHEDULED BY AGE. (Medicaid Provider Procedure Manual)
6. Physical findings, treatments and or referrals will be discussed with parents upon completion of examination.
7. Confidentiality of medical records will be maintained in accordance of examination.
8. Upon completion of **"HEAD START: PHYSICAL EXAM AND ASSESSMENT"** signature of provider and date will be written on the bottom page. RECOMMENDATIONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow the same for a Texas Health Step exam.
9. The Provider's statement, which lists the child's name / center and the total cost of the exam provided, is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
10. The total number of children provided medical services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.
11. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associated must be in HIPPA Compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during physical exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide "**PROJECT HEAD START: PHYSICAL EXAM AND ASSESSMENT"** form with child's name and address.
3. Schedule a minimum of twenty (20) patients for physical exams, when clinics are to be held at center site.

Exhibit A

Description of Services – Dental Health Services

The Provider agrees to provide any services deem necessary to evaluate any and all children referred to the Provider by Head Start.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

Provider shall provide copies of records to Head Start for each child it affords services. Copies of these records shall be free of charge.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1304:

1. The provider will perform a complete and comprehensive dental examination at this/her respective practice on the initial visit. The **"Dental Health Form"** will be shown with date of exam, signature of the Provider referral and or treatment done.

2. A complete and comprehensive dental examination-on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:
    a. A visual examination
    b. X-Rays
    c. Prophylaxis (cleaning)
    d. Nutritional Counseling
    e. Behavior management, if necessary.
3. Periodic Oral Examination-Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.
4. Referral – if abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.
5. Confidentiality of medical records will be maintained in accordance of examination.
6. Upon completion of "**HEAD START: Dental Health Form"** signature of provider and date will be written on the bottom page. RECOMMENDIATONS will be written accordingly. Remit a copy to the HIDALGO COUNTY HEAD START PROGRAM, a copy for the Provider's records and a copy to the parent. The same procedure will follow for a Texas Health Step Exam.
7. The Provider's statement, which lists the child's name/center and the total cost of the exam provided is to be returned to HIDALGO COUNTY HEAD START PROGRAM for payment. Six (6) weeks may be required for processing payment.
8. The total number of children provided dental services will be submitted to the HIDALGO COUNTY HEAD START PROGRAM with the provider's name after every examination day.
9. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business associated must be in HIPPA compliance.

HIDALGO COUNTY HEAD START PROGRAM will be responsible to:

1. Encourage the child's parent to be present during dental exam. If parent is unable to attend, a brief medical history will be obtained from parent.
2. Provide "**HEAD START: Dental Health Form"** with child's name and address.

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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)

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) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 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
__ – _____

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 ▶ Date ▶

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.

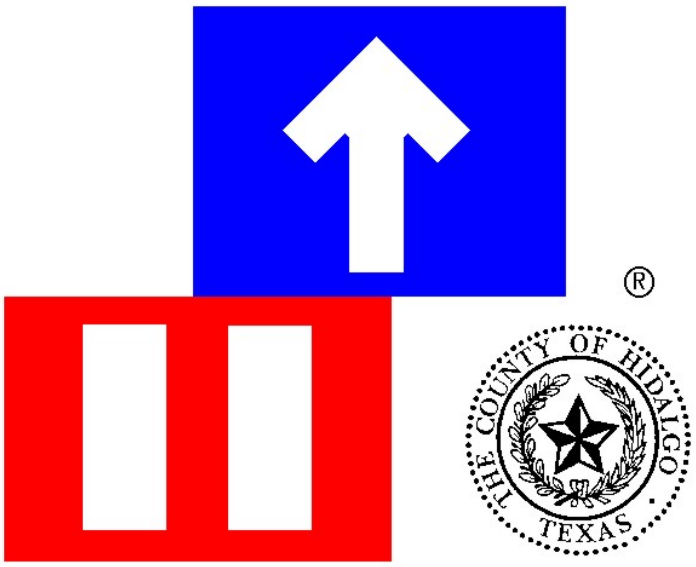
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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.

Mental Health Providers



Hidalgo County Head Start Program

BID NO:2013-002-04-12	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

MENTAL HEALTH PROVIDERS

Hidalgo County Head Start
McAllen, Texas

February 26, 2013

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"MENTAL HEALTH PROVIDERS"
BID NO: 2013-002-04-12

1) Request For Qualifications Letter, consisting of 1 page.

2) Request for Qualifications, Legal Notice, consisting of 6 pages.

3) Acknowledgement Form, consisting of 1 page.

4) Requirements Criteria, Exhibit A, consisting of 7 pages.

5) Evaluation Criteria, Exhibit B, consisting of 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility, consisting of 1 page.

7) Insurance Requirements, Exhibit C, consisting of 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 2 pages.

9) Proposer's Affidavit, Exhibit E, consisting of 1 page.

10) Vendor Application and Historically Underutilized Business (HUB) Declaration 2 pages.

11) Draft Contract for Professional Services, consisting of 6 pages.

12) W-9 Form (Request for Taxpayer ID), consisting of 1 page.

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 Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

_____ _____

Ambrosio Tovar, Procurement Director Date

Hidalgo County Head Start Program

February 26, 2013

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
"MENTAL HEALTH PROVIDERS"
BID NO: 2013-002-04-12

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

1. Sealed Statements of Qualifications will be received for "MENTAL HEALTH PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with vendor'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: REQUEST FOR QUALIFICATIONS (RFQ) "Mental Health Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. Friday, April 12, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 RFQ. Hidalgo County Head Start Program reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday April 5, 2013 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday, April 8, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ 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(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee.

Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Program in order to establish an account with the Hidalgo County Head Start Program. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)

. No deliveries accepted after 4:30 P.M., Monday-Friday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Mental Health Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.

Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.

d) Notation - for- "**Mental Health Providers"** for the Hidalgo County Head Start Program".

e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 12, 2013
Award of Contract	
Commence Work or Deliver Products	

16. **Debarment Certification**;

.**All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR76.**

17. 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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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, Hidalgo County Head Start Program.

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, Hidalgo County Head Start Program 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.

18. 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 Head Start Program (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 Head Start Program 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 that contracts or seeks to contract with Hidalgo County Head Start Program 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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. 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.

22. Successful RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider'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 RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements 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 RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo

    County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. The successful RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ 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.

30. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

Request for Qualification

"MENTAL HEALTH PROVIDERS"
RFQ No: 2013-002-04-12

February 26, 2013

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

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 respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

“MENTAL HEALTH PROVIDERS”

REQUIREMENTS
Scope of Services

RFQ 2013-002-04-12

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MENTAL HEALTH PROVIDERS"
RFQ NO. 2013-002-04-12

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications form qualified State of Texas registered Medical and Dental firms in order to establish a pre-qualified pool of Therapist on an "As needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of one (1) Year. The Hidalgo County Head Start Program- Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on "**Mental Health Services Hidalgo County Head Start Program" "Request of Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday April 12, 2013. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2013-002-04-12

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday, April 5, 2013 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 01, 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 North Closner, Edinburg, TX 78539--- Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**
PROPOSER’S AFFIDAVIT:

Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein 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:
Submitters, 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 BIDS:
Hidalgo County Head Start Program Procurement 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 Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, TO HAVE a Procurement Department representative time/date stamp and initial the envelope when dropping RFQ off.

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

WAIVING OF INFORMALITIES:
Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term if for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

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. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ for Mental Health Consultants, which include License Professional Counselor (LPC), Psychologist, and Psychiatrist, are presented below in the order they should be incorporated into the submitted document.

A. Name of the firm for Mental Health Providers.
B. Business Address and Telephone Number.
C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also conduct Mental Health evaluations or provide services scheduled with the Hidalgo County Head Start Program. Curriculum Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:
    1. Number of available staff providing services;
    2. Cultural, linguistic sensitivity, diversity and flexibility;
    3. Office sites and locations; provide a list of office sites/locations throughout Hidalgo County.
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
    5. Include copy of Texas Driver's License photo I.D. and proof of criminal background.

D. Furnish the following:
    1. Techniques utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
    2. The list of instruments utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
    3. Sample copy of a comprehensive Mental Health evaluation for three (3) to five (5) year old children.

E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

G. All Mental Health Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications.

I. Scope of Mental Health Services as mandated by state Medicaid and federal guidelines would include, but may not be limited to the following:

A. Classroom observation.
B. Individual child observation.
C. Psychological Assessment, Screening and Evaluations.
D. Parenting Skills Training.
E. Staff Mental Health Training.
F. Psychological Services.
G. Child, Family and Staff Consultation/Counseling/Play Therapy.
H. Medication Management (Follow-Up).
I. Behavior Modification Plans.
J. Required Hidalgo County Head Start Program documentation as required by the Performance Standards.
K. Home Visits (As Deemed Necessary).
L. Prescribed Medication (As Deemed Necessary).
M. Referral if an area of concern is observed and the provider is unable to provide service (i.e. therapy sessions, observation, etc.) a referral should be made at once. Parent should be notified immediately.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

PROPOSERS 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.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program requires one (1) original submittal and three (3) copies.

SECTION III – SELECTION AND SCHEDULES

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court.

Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form"

1. **STAFFING OR 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 shall have experience in performing similar contracts for counties, cities, school districts, or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   The provider shall designate experienced therapist staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés 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 section, 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.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS:**
   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

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

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).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Friday April 12, 2013.** All costs and expenses associated with the preparation and submission of rfq's, bids, proposals and/or quotes shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

RFQ # 2013-002-04-12

EVALUATION CRITERIA

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 (20)**
   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 shall have experience in performing similar contracts for counties or other clients as stated in the Request For Qualifications (RFQ). Similar 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.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   The provider shall designate experienced therapy staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés 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 section, 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)
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   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

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

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).

Hidalgo County Head Start Program
MENTAL HEALTH PROVIDERS
RFQ № 2013-002-04-12

	Selection Criteria	Points	Score
1.	Professional Qualifications of Team	20	_____

Comments/Rationale For Points: _____

_____

_____

2.	Experience of Project Manager	25	_____

Comments/Rationale For Points: _____

_____

_____

3.	Experience/Availability of Project Manager	20	_____

Comments/Rationale For Points: _____

_____

_____

4.	Understanding of Project	25	_____

Comments/Rationale For Points: _____

_____

_____

5.	Familiarity with Applicable Rules and Regulations	10	_____

Comments/Rationale For Points: _____

_____

_____

Provider: _____

Evaluator(s): _____ Date: _____

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:_____

Name of Company: _____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MENTAL HEALTH PROVIDERS”

RFQ 2013-002-04-12

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program 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, _____, 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 bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to Procurement Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

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 bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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 Date

_____
Company

_____
Address

_____
City, State, Zip

EXHIBIT D

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MENTAL HEALTH PROVIDERS”

CONFLICT OF INTEREST

RFQ 2013-002-04-12

EXHIBIT D

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 Hidalgo County Head Start Program. 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 that 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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

PROPOSER'S AFFIDAVIT

RFQ 2013-002-04-12

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MENTAL HEALTH PROVIDERS"

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 any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2013.

Notary Public _____

My Commission expires: _____, 2013

HIDALGO COUNTY Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name: ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax Name: ( )**
Physical Address:	
City, State, Zip:	**Tax I.D. №**
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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

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 ___	Black American ___	Native American ___
Less than 250,000 annual gross receipt ___	Hispanic American ___	Women ___
Less than 499,000 annual gross receipt ___	Asian Pacific American ___	Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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?: □ State General Services 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 Contractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____

CONTRACT FOR SERVICES
MENTAL HEALTH
C-12-002-XX-XX

DRAFT

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August , 2013** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as condition if Program elects by providing written notice to Provider. This Agreement terminates on the **31st** day of **July, 2014** unless extended or earlier termination as provided herein**.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of

Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Keller, Finance Director
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Proper Notice shall be submitted through certified letter to:

If to County: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: _____
_____
_____

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from Hidalgo County and the Program, Provider will resist and

defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for one year from the date of termination of the Contract period at the such rate and terms as negotiated by the parties. A ninety (90) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. 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 the Program under this Agreement, the Program may terminate this Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this

Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. ‘271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or

in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

K. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child’s parent or legal guardian. All Business Associates must be in HIPPA Compliance.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

Exhibit A

Description of Mental Health Services

The providers shall in a satisfactory and proper manner, as determined by the Program, perform the following Behavioral Health Services on an “as needed basis”.

(a) Assist in planning mental program activities.
(b) Provide workshop/in-service training on mental health topics to Head Start staff/parents
(c) Perform Classroom Observations.
(d) **Submit a typed written report on findings and recommendations to the Head Start Program two weeks from date of referral.**
(e) Provide Developmental Evaluation for children to determine nature of problem and / or rule out medical problems.
(f) Provide individual and / or family counseling to those Head Start Children and Families that are referred.
(g) Advise in the utilization of other community resources and referrals.
(h) A summary report of services rendered will be submitted to the Head Start Program on a monthly basis and at the completion of therapy.
(i) Indemnification – The contractor agreed to indemnify and hold harmless the Program, it’s director, officers, employees, servants, and agents for any and all reasonable expenses, claims lawsuits, and judgments which may incur as a result of any negligence on malpractice of the part of the provider in rendering services contemplated by this agreement.

The program shall furnish the following services, date and information to Provider:

(a) A completed referral on children exhibiting atypical and emotional behaviors **are referred by site staff r parental concern.**
(b) Information released on a referral form will remain specific to the need for referral and services being requested.
(c) The program will identify and provide names of children referred whose families have health insurance of Medicaid. The provider will submit insurance on Medicaid claims directly to insurance companies for services provided to minimize coast reimbursement due to Program.

TERMS ON CONTRACT:

1. The provider shall commence services on, August 2013 and shall complete services no later than July 2014. **NOTE**: All initial referrals to be assessed within five (5) days of the date of referral.
2. The contract may be terminated by either party by providing thirty (30) days written notice to the other party.
3. Confidentiality: Each part5y shall maintain the confidentiality of information of the records of "Covered Person" in accordance with applicable state and federal laws and regulations of other applicable laws, and shall not divulge or release such information, Except as permitted by law and in accordance with a validity executed written release or upon lawful order of a court or public authority which order right to business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, detailing the circumstances and extent of such disclosure.
4. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must in HIPPA Compliance.

IN – KIND SERVICE BY CONTRACTOR:

1. The provider will provide the Program with a monthly listing of the following in-kind services provided when deemed appropriate:

   (a) Classroom Observation and recommendation

   (b) Developmental evaluation

   (c) Individual / family counseling (per hour)

   (d) Workshop / In-Service / Training

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)

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) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 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
☐☐ – ☐☐☐☐☐☐☐

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 ▶ Date ▶

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.

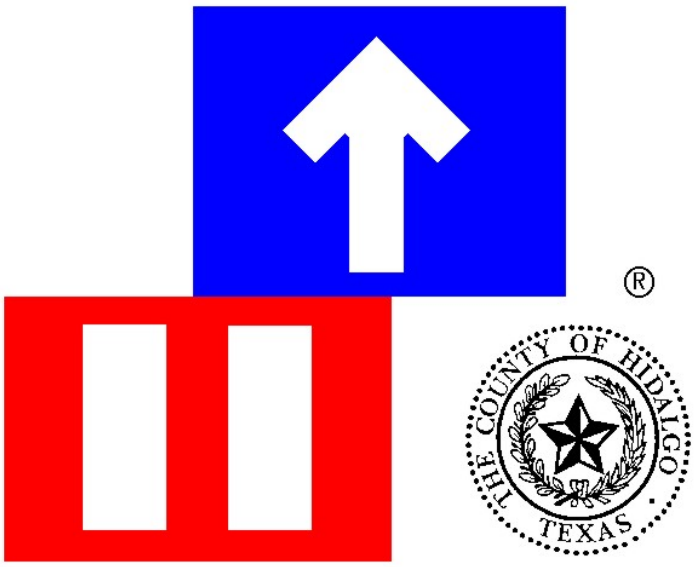
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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.

Sign Language Interpreting Providers



Hidalgo County Head Start Program

BID NO:2013-003-04-12	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

SIGN LANGUAGE INTERPRETING PROVIDERS

Hidalgo County Head Start
McAllen, Texas

February 26, 2013

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"SIGN LANGUAGE INTERPRETING PROVIDERS"
BID NO: 2013-003-04-12

1) Request For Qualifications Letter, 1 page.

2) Request for Qualifications, Legal Notice, 6 pages.

3) Acknowledgement Form

4) Requirements Criteria, Exhibit A, 6 pages

5) Evaluation Criteria, Exhibit B, 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility

7) Insurance Requirements, Exhibit C, 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, 2 pages.

9) Proposer's Affidavit, Exhibit E

10) Parent Consent for Transportation, Exhibit F

11) Vendor Application, Historically Underutilized Business (HUB) Declaration, 2 pages.

12) Draft Contract for Professional Services, 6 pages.

13) W-9 Form (Request for Taxpayer ID)

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 Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

_____ _____

Ambrosio Tovar, Procurement Director Date

Hidalgo County Head Start Program

February 26, 2013

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
"SIGN LANGUAGE INTERPRETING PROVIDERS"
BID NO: 2013-003-04-12

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Please make sure to follow all instructions as some have change from last RFQ.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

1. Sealed Statements of Qualifications will be received for "SIGN LANGUAGE INTERPRETING PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with vendor'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: REQUEST FOR QUALIFICATIONS (RFQ) "Sign Language Interpreting Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. **Friday April 12, 2013**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 RFQ. Hidalgo County Head Start Program reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday April 5, 2013 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday April 8, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ 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(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee.

Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Program in order to establish an account with the Hidalgo County Head Start Program. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)

. No deliveries accepted after 4:30 P.M., Monday-Friday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Special Services Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.

Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.

d) Notation - for- "**Sign Language Interpreting Providers** for the Hidalgo County Head Start Program".

e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	April 12, 2013
Award of Contract	
Commence Work or Deliver Products	

16. **Debarment Certification**;

. **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR76.**

17. 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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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, Hidalgo County Head Start Program.

. 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, Hidalgo County Head Start Program 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.

18. 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 Head Start Program ("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 Head Start Program 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 Head Start Program 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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. 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.

22. Successful RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider'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 RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements 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 RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. The successful RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ 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.

30. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information **WILL** result in rejection of the RFQ as non-conforming.

Request For Qualification

"SIGN LANGUEGE INTERPRETING PROVIDERS"
RFQ No: 2013-003-04-12

February 26, 2013

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

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 respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"SIGN LANGUAGE INTERPRETING PROVIDERS"

REQUIREMENTS/
Scope of Services

RFQ 2013-003-04-12

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SIGN LANGUAGE INTERPRETING PROVIDERS"
RFQ NO. 2013-003-04-12

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications from qualified State of Texas registered Professional Therapist firms in order to establish a pre-qualified pool of Therapist on an "As Needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of One (1) Year. The Hidalgo County Head Start Program Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on **"Special Services Hidalgo County Head Start Program" "Request for Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday April 12, 2013. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2013-003-04-12

US Postal Mail Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Physical Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Physical Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday April 5, 2013 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 01, 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 North 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:
Submitters, 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 BIDS:
Hidalgo County Head Start Program Procurement 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 Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County Head Start Program requires submitters, when hand delivering statements of qualifications, to have a Procurement Department representative time/date stamp and initial the envelope when dropping RFQ off.

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

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

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.

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. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

Contents:
The required contents for the RFQ for Sign Language Interpreting Providers are presented below in the order they should be incorporated into the submitted document.

A. Name of the firm for Sign Language Interpreting Providers.
B. Business Address and Telephone Number.
C. The name of the professional who will be the primary contact person and the names and qualifications of any associates in the office who will also conduct interpretation services scheduled with the Hidalgo County Head Start Program. Their current Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses and certifications by the appropriate authority in their respective field. Additional information required:
    1. List Number of available professional staff providing services, résumé to include current place of employment, two reference letters, and updated copies of individual licenses and certificates.
    2. Cultural, linguistic sensitivity, diversity and flexibility to be considered for interpretation services.
    3. Office sites and locations: Provide a list of the office sites /locations throughout Hidalgo County to include the registration certificate from the designated State Board.
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit “C”.
    5. Criminal background check will be required.
    6. Attach “Letters of References” from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.
    7. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.
    8. Attach proof of Certification for different levels of interpreting services.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications.

I. Scope of Services
    A. Must be willing to travel within the County.
    B. Interpret at Monthly Parent Committee Meetings.
    C. Interpret as needed for children’s applications.
    D. Interpret for Parent / Teacher home visits and Parent Conferences.
    E. Interpret for ARD / IEP Meetings.
    F. Interpret at scheduled staffings and as needed for other functions.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a client is disclosed in a manner that identifies the person without a signed Consent for Release of Information by the client. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

SECTION III – SELECTION AND SCHEDULES

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form"

1. **STAFFING OR 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 shall have experience in performing similar contracts for counties, cities, school districts, or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   The provider shall designate experienced staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés 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 section, 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.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS:**
   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

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

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).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committee will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Friday April 12, 2013.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SIGN LANGUAGE INTERPRETING PROVIDERS"

RFQ # 2013-003-04-12

Exhibit B
EVALUATION CRITERIA

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 (20)**
   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 shall have experience in performing similar contracts for counties or other clients as stated in the Request For Qualifications (RFQ). Similar 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.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   The provider shall designate experienced therapy staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés 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 section, 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)
   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   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

   The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

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).

Hidalgo County Head Start Program
SIGN LANGUAGE INTERPRETING SERVICES
RFQ № 2013-003-04-12

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	_____
Comments/Rationale For Points: _____		
2. Experience of Project Manager	25	_____
Comments/Rationale For Points: _____		
3. Experience/Availability of Project Manager	20	_____
Comments/Rationale For Points: _____		
4. Understanding of Project	25	_____
Comments/Rationale For Points: _____		
5. Familiarity with Applicable Rules and Regulations	10	_____
Comments/Rationale For Points: _____		

Provider: _____

Evaluator(s): _____ Date: _____

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:_____

Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“SIGN LANGUAGE INTERPRETING PROVIDERS”

RFQ 2013-003-04-12

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Accord form. Certificates of insurance naming Hidalgo County Head Start Program 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, _____, 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 Hidalgo County Head Start Program - Procurement Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded 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/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program Procurement Department in order to qualify for award to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Hidalgo County Head Start Program - Procurement Department will cause the bid award to be rescinded and then 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

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 bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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 Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT D

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SIGN LANGUAGE INTERPRETING PROVIDERS"

CONFLICT OF INTEREST

RFQ # 2013-003-04-12

EXHIBIT D

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 Hidalgo County Head Start Program. 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 that 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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SIGN LANGUAGE INTERPRETING PROVIDERS"

PROPOSER'S AFFIDAVIT

RFQ # 2013-003-04-12

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SIGN LANGUAGE INTERPRETING PROVIDERS"

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 any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____day of _____, 2013.

Notary Public _____

My Commission expires: _____, 2013

HIDALGO COUNTY Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name: ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax Name: ( )**
Physical Address:	
City, State, Zip:	**Tax I.D. №**
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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

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 ___	Black American ___	Native American ___
Less than 250,000 annual gross receipt ___	Hispanic American ___	Women ___
Less than 499,000 annual gross receipt ___	Asian Pacific American ___	Other ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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?: ☐ State General Services 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 Contractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____
_____

EXHIBIT F

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“PARENT CONSENT FOR TRANSPORTATION”

RFQ # 2013-003-04-12

CONTRACT FOR SERVICES
SIGN INTERPRETING SERVICES
C-13-XXX-XX-XX

DRAFT

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **August, 2013** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and_____ (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as condition if Program elects by providing written notice to Provider. This Agreement terminates on the **31st** day of **July 2014** unless extended or earlier termination as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (clients) are examined and treated by the Provider;

and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

A.

1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

   Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

   Hidalgo County Head Start Program
   P.O. Box 0117
   Edinburg, Texas, 78540

   Said statement must provide an itemized list of services rendered to the Program

during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

_____
_____
_____
_____

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort

Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for one (1) year from the date of termination of the Contract period at the same rate and terms as provided in this Agreement. A ninety (90) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

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)

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) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 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
__ – _____

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 ▶ Date ▶

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.

AI-37175 **Head Start** **11. C.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Issue Payment to Precinct 3 for Supplies and Materials to Pave the Parking Lot for the Palmview I Head Start Center

BACKGROUND

Policy Council Members were informed that this item was going to go to Commissioners' Court first and than to Policy Council for ratification at the Policy Council Meeting held on Wednesday, February 20, 2013.

Policy Council Members will ratify the action taken by Commissioners' Court at the Policy Council Meeting to be held on Wednesday, March 20, 2013.

Attachments

Payment to Precinct 3

Form Review

Form Started By: Linda Galaviz Started On: 02/26/2013

Final Approval Date: 02/22/2013

Hidalgo County Head Start Program
Policy Council Agenda

DATE: February 20, 2013

SUBJECT: Discussion/Approval to Issue Payment to Precinct 3 for Supplies and Materials to Pave the Parking Lot for the Palmview I Head Start Center.

RATIONALE/NEED: The new location of the Palmview I Head Start Center needs caliche and hot mix to build parking space to accommodate the parent/staff vehicles. Precinct 3 Will Purchase Supplies and Materials and Provide Free Labor to Complete the Project. The total Amount for Supplies and Materials is $11,082.50.

RECOMMENDATION: Administration recommends approval

COST: Head Start Funds are available for this project.
Acct #19-5156-20-505
$11,082.50

RELATED INFORMATION INCLUDED: Hidalgo County Precinct #3 Project Worksheet

* *

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director E. Garcia

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

Summary of Project Worksheet

Project: Head Start
Project Location: North Side of Head Start
Project Description: New Construction

Amount for Caliche	$ 1,462.50	
Amount for Hot Mix	$ 7,020.00	
SUB-TOTAL		**$ 8,482.50**

Project: Head Start
Project Location: South Side of Head Start
Project Description: New Construction

Amount for Caliche	$ 2,600.00	
SUB-TOTAL		**$ 2,600.00**

GRAND TOTAL **$ 11,082.50**

Hidalgo County Precinct # 3
Project Worksheet

Date: 2-19-13

Project: Head Start
Project Location: North Side of Head Start
Project Description: New Construction
(New Construction/Overlay/Drainage Improvement)

Caliche / Hot Mix

		Vendor: Frontera Materials Contract # E-12-100-03-27 (Expires: 5/2/13)		Vendor: Frontera Materials Contract# E-12-109-04-03 (Expires: 4/6/13)
Length:		162		162
Width:		60'		60'
Thick:		8"		12"
Tons:		450		420
Contract Price:		X $3.25		X ~~$47.23~~ $8.50
Amount:	**Caliche**	$ 1462.5	**Hot Mix**	$ 7,020

Emulsified Asphalt Oil

Vendor: Performace Grade Asphalt **Contract #** C-12-039-04-03(Expires: 1/4/13)

MS1 Oil: 1000-1999(Gall.)	X	$ 3.80	(Price per Gall.) = **Total $**	
MS1 Oil: 2000-2999(Gall.)	X	$ 3.20	(Price per Gall.) = **Total $**	
MS1 Oil: 3000-3999(Gall.)	X	$ 3.00	(Price per Gall.) = **Total $**	
MS1 Oil: 4000-4999(Gall.)	X	$ 2.60	(Price per Gall.) = **Total $**	
MS1 Oil: 5000-more(Gall.)	X	$ 2.40	(Price per Gall.) = **Total $**	

Road Striping

Vendor: Pavement Markings **Contract#** E-12-093-03-20 (Exp.: 4/7/13)

4" Yellow or white reflectorized paint		X	$.26 lf	=
4" Yellow or white thermo plastic		X	$.38 lf	=
4" Reflectors yellow or white		X	$3.40 ea.	=
24" White Paint Stripe		X	$2.80 ea.	=
Thermoplastic Arrows		X	$80.00 ea.	=
6" x 6" Giggle Bar File, yellow or white		X	$6.40 ea.	=
24" White Thermoplastic Stripe		X	$7.40 lf.	=
Thermoplastic Words (only, school, ect.)		X	$100.00ea.	=

Total: $ $ 8482.5

Hidalgo County Precinct # 3
Project Worksheet

Date: 2-19-13

Project: Hall Stark
Project Location: South side of Hall Stark
Project Description: New Construction
(New Construction/Overlay/Drainage Improvement)

Caliche / Hot Mix

	Vendor: Frontera Materials Contract # E-12-100-03-27 (Expires: 5/2/13)	Vendor: Frontera Materials Contract# E-12-109-04-03 (Expires: 4/6/13)
Length:	162	162
Width:	104	104
Thick:	8"	1"
Tons:	800	200
Contract Price:	X $3.25	X ~~$47.23~~ 58.50

Amount: **Caliche** $2,600 **Hot Mix** $ 11,700

Emulsified Asphalt Oil

Vendor: Performace Grade Asphalt **Contract #** C-12-039-04-03(Expires: 1/4/13)

MS1 Oil: 1000-1999(Gall.)	X $ 3.80	(Price per Gall.) = **Total $**	
MS1 Oil: 2000-2999(Gall.)	X $ 3.20	(Price per Gall.) = **Total $**	
MS1 Oil: 3000-3999(Gall.)	X $ 3.00	(Price per Gall.) = **Total $**	
MS1 Oil: 4000-4999(Gall.)	X $ 2.60	(Price per Gall.) = **Total $**	
MS1 Oil: 5000-more(Gall.)	X $ 2.40	(Price per Gall.) = **Total $**	

Road Striping

Vendor: Pavement Markings **Contract#** E-12-093-03-20 (Exp.: 4/7/13)

4" Yellow or white reflectorized paint		X	$.26 lf	=
4" Yellow or white thermo plastic		X	$.38 lf	=
4" Reflectors yellow or white		X	$3.40 ea.	=
24" White Paint Stripe		X	$2.80 ea.	=
Thermoplastic Arrows		X	$80.00 ea.	=
6" x 6" Giggle Bar File, yellow or white		X	$6.40 ea.	=
24" White Thermoplastic Stripe		X	$7.40 lf.	=
Thermoplastic Words (only, school, ect.)		X	$100.00ea.	=

Total: $ _____

14,300

AI-37047 **Planning Department 12. A.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Raul E. Sesin, PE **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Reimbursement of Cash Deposit
a. Las Estrellas Phase I – Pct. 3 (CWL Limited)
b. Las Estrellas Phase III – Pct. 3 (CWL Limited)
c. Riviera Ranches Phase II Subdivision – Pct. 1 (Garco, Ltd)

2. Partial Release of Letter of Credit
a. Las Estrellas No. 4 Subdivision – Pct. 3 (Forrest Runnels Jr.)

BACKGROUND

Attachments

Las Estrellas No I; reimbursement

Las Estrellas No 3; reimbursement

Riviera Ranches 2; reimbursement

Las Estrellas 4; Partial release

Form Review

Form Started By: Nora Cavazos Started On: 02/26/2013

Final Approval Date: 02/22/2013

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
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Precinct No. 1 Substation
1902 Joe Stephens Ave.
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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **FEBRUARY 13, 2013**

Re: **LAS ESTRELLAS NO. 1 SUBDIVISION – PCT. 3**

ON DECEMBER 20, 2011, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF THIRTY NINE THOUSAND DOLLARS ($39,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWENTY SIX (26) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $3,000.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF TWO (2) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ELEVEN (11) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $3,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$39,000.00
1ST REIMBURSEMENT	$13,500.00
2ND REIMBURSEMENT	$ 3,000.00
BALANCE REMAINING	$22,500.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

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Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	39,000.00
Other	
TOTAL	39,000.00

Date Feb. 29 20 12

Received of: CWL Limited $ 39,000.00

Thirty nine thousand and 00/100 *Dollars*

Subdivision: Las Estrellas No 1

Cash _____ Check # 0119711 M.O. # _____

Received by: Alma L. Castillo

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 66047 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

Z6GT4982 01 /7

0119711

Border Capital Bank MEMBER FDIC
Post Office Box 5555
McAllen, Texas 78502-5555

CWL LIMITED
REMITTER

DATE 02/27/12

88-1161/1149

PAY TO THE ORDER OF HIDALGO COUNTY $ ***39,000.00***

THIRTY NINE THOUSAND and 00/100***USDollars

ISSUER

CASHIER'S CHECK

TWO SIGNATURES REQUIRED $100,000.00 AND OVER

FOR INQUIRIES CALL 956-682-2265

Re: Las Estrellas I-Septic Cash Escrow

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈0119711⑈ ⑆114911616⑆ ⑈99 0010 1⑈

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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HEALTH DEPARTMENT
COUNTY OF HIDALGO

February 11th 2013

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: LAS ESTRELLAS SUBDIVISION PH-1

Dear Mr. Sesin:

According to our records, Lots 4,5,8,10,12,13,14,15,17,18,24,, have septic tank systems installed and can be expected to function properly in **LAS ESTRELLAS SUBDIVISION PH-1.** This subdivision is located on Minnesota & Mile 5 in Mission Tx.

Sincerely,

Elizardo "Chardo" Ramos
Environmental Health Division Manager

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **FEBRUARY 13, 2013**

Re: **LAS ESTRELLAS NO. 3 SUBDIVISION – PCT. 3**

ON MARCH 06, 2012, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF SIXTY NINE THOUSAND DOLLARS ($69,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF FORTY SIX (46) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $9,000.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF SIX (6) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWENTY FOUR (24) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $9,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$69,000.00
1ST REIMBURSEMENT	$27,000.00
2ND REIMBURSEMENT	$ 9,000.00
BALANCE REMAINING	$33,000.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Edinburg, Texas 78542
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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

○ UTILITY CERTIFICATE REVIEW FEE *Acct #* - 1100-341-30-210-003-0-000 Permit No.	
TOTAL	
○ SUBDIVISION FEES *Acct #* - 1100-341-30-210-003-0-000 Filing/Review Fee 2% Inpsection Fee Maps Subd. Rules Book Other	
TOTAL	
○ ESCROW *Acct #* - 1100-341-30-210-003-0-000 1/3 Paving Septic Tank - 69,000.00 Other	
TOTAL	69,000.00

Date Feb 21 20 12

Received of: CWL Limited $69,000.00

Sixty nine thousand and 00/100 — *Dollars*

Subdivision: Las Estrellas III

Cash _____ Check # 0119487 M.O. # _____

Received by: [signature]

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 65996 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

Z6GT4982 01 /15 TKDL# 14344449 DOB 01-07-165

0119487

Border Capital Bank MEMBER FDIC
Post Office Box 5555
McAllen, Texas 78502-5555

CWL LIMITED
"CASH DEPOSIT" LAS ESTRELLAS S/D III
REMITTER

DATE 02/01/12 88-1161/1149

PAY TO THE ORDER OF HIDALGO COUNTY [redacted] $ ***69,000.00***

ISSUER **SIXTY NINE THOUSAND and 00/100***USDollars

CASHIER'S CHECK

FOR INQUIRIES CALL 956-682-2265

TWO SIGNATURES REQUIRED $100,000.00 AND OVER

[signature]

AUTHORIZED SIGNATURE

Security Features Included Details on Back

⑈0119487⑈ ⑆114911616⑆ ⑈99 0010 1⑈

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
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Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

February 11th 2013

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: LAS ESTRELLAS SUBDIVISION PH-3

Dear Mr. Sesin:

According to our records, Lots 302,303,304,305,306,307,308,309310,312,313,314,318,319,322,326, 330,331,333,335,,336,337,343,345,have septic tank systems installed and can be expected to function properly in **LAS ESTRELLAS SUBDIVISION PH-3.** This subdivision is located on Minnesota & Mile 6 in Mission Tx..

Sincerely,

Elizardo Ramos

Elizardo "Chardo" Ramos
Environmental Health Division Manager

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

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Fax (956) 973-7850

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2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: FEBRUARY 13, 2013

RE: RIVIERA RANCHES PHASE II SUBDIVISION – PCT. 1

ON AUGUST 2, 2011, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY SEVEN (37) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $36,000.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF TWENTY FOUR (24) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWENTY EIGHT (28) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $36,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$55,500.00
1ST REIMBURSEMENT	$ 6,000.00
2ND REIMBURSEMENT	$36,000.00
BALANCE REMAINING	$13,500.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
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Edinburg, Texas 78542
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2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date July 27 20 11

Received of: Garco, Ltd. $ 55,500.00

Fifty five thousand five hundred and 00/100 Dollars

Subdivision: Riviera Ranches Ph. 2

Cash ____ Check # 011657 M.O. # ____

Received by: [signature]

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	55,500.00
Other	
TOTAL	55,500.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 64716 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
Customer Service (956) 380-8530
P.O. Box 810 Edinburg, TX 78540-0810

80-2141
1149

011657

5/17/2011

PAY TO THE ORDER OF HIDALGO COUNTY $ **55,500.00

Fifty-Five Thousand Five Hundred and 00/100********** DOLLARS

HIDALGO COUNTY

MEMO RIVIERA RANCHES II - SEPTIC TANK ESCROW

⑈011657⑈ ⑆114921451⑆ ⑈0140003924⑈

Visit Hidalgo County Planning Department on the web at www.co.hidalgo.tx.us

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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HEALTH DEPARTMENT
COUNTY OF HIDALGO

February 11th 2013

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: RIVIERA RANCHES PH 2

Dear Mr. Sesin:

According to our records, Lots 44,51,45,53,49.54,58,56,62,55,41,38,43,30,50,57,31,37,46,47,36,63,60, 33,59,48,35,42,have septic tank systems installed and can be expected to function properly in **RIVIERA RANCHES SUBDIVISION PH 2.** This subdivision is located on Moore Rd & Valverde Rd. in Alamo, Tx.

Sincerely,

Elizardo "Chardo" Ramos
Environmental Health Division Manager

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: FEBRUARY 13, 2013

RE: LAS ESTRELLAS SUBDIVISION NO. 4 – PCT. 3

ON JANUARY 29, 2013 THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A LETTER OF CREDIT IN THE AMOUNT OF $267,006.00 WAS USED TO SECURE THE FUNDS FOR THE PAVING IMPROVEMENTS, STREET SIGNS, STREET TESTINGS AND THE INSTALLATION OF FIFTY TWO (52) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A PARTIAL RELEASE OF LETTER OF CREDIT IN THE AMOUNT OF $189,006.00. ATTACHED IS AN ON-SITE INSPECTION REPORT FROM THE HIDALGO COUNTY PLANNING DEPARTMENT STATING THAT ALL PAVING IMPROVEMENTS AND STREET SIGNS HAVE BEEN CONSTRUCTED. STREET TESTINGS HAVE BEEN PROVIDED TO OUR DEPARTMENT.

STAFF HAS NO OBJECTION TO THE PARTIAL RELEASE OF LETTER OF CREDIT IN THE AMOUNT OF $189,006.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

LETTER OF CREDIT NO. 50064-101098071

ORIGINAL AMOUNT	$ 267,006.00
1ST PARTIAL RELEASE	$ 189,006.00
BALANCE	$ 78,000.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Phone (956) 205-7045
Fax (956) 205-7049

Border Capital Bank

IRREVOCABLE LETTER OF CREDIT NO 50064-101098071

TO: Ramon Garcia County Judge (in his official capacity) Hidalgo County, Texas

DATE: December 13, 2012

We hereby authorize you to draw at sight on Border Capital Bank, for the account of CWL LIMITED By: THREE LLC, its General Partner, By: Forrest N. Runnels Jr., Vice-President (the Customer), up to the aggregate amount of Two Hundred Sixty-Seven Thousand Six and No/100ths ($ 267,006.00) (the Stated Amount) available by our draft, accompanied by a certification by the county judge, any county commissioner, or the county treasurer that the following condition exists:

"A Condition of Draw exists under Subdivision Construction Agreement dated December 13, 2012, by and between Subdivider and the County of Hidalgo (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement."

Drafts must be drawn and presented by or on - no later than the maturity date – December 13 , 2013, by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit will be surrendered to us.

Except as expressly stated, this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Issuer: BORDER CAPITAL BANK

Address of Issuer: 1801 S. McCOLL ROAD, McALLEN, TX 78503

Signature of Issuer's Authorized Officer

Printed Name: JOE BROWN

Title: PRESIDENT/CEO

1801 South McColl Road Post Office Box 5555 McAllen, Texas 78502-5555
Telephone 956-682-2265 Fax 956-972-5417 www.bordercapitalbank.com

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
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Fax (956) 205-7049

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT
COUNTY OF HIDALGO
1304 South 25th Street
Edinburg, Texas 78539
Tel. (956) 318-2840 • Fax. (956) 318-2844
www.co.hidalgo.tx.us

LAS ESTRELLAS No.4 SUBDIVISION

ONSITE INSPECTION

WATER FACILITIES:

- ☐ Service Lines: Water services lines have been installed.
- ☐ Meter boxes: All water meter boxes have been installed.
- ☐ 30 Year letter: Original 30 year water services agreement from Agua SUD has been submitted.
- ☐ Fire Hydrant (if applicable): N/A Fire hydrants were not part this proposed subdivision development

OSSF / SANITARY SEWER:

- ☐ Sewer Service Lines: N/A sewer service will be provided by OSSF.
- ☐ 30 Year Letter: N/A sewer service will be provided by OSSF.
- ☐ Septic Tanks: Financial warranty has been submitted to secure the installation of 52 OSSF'S.
- ☐ Health Dept. Inspection Letter: Final approval and inspection letter from the HCHD has been submitted.

PAVING:

- ☐ Street pavement & curb and gutter: Construction of all streets with curb & gutter has been completed.
- ☐ Street testing results: Street testing results from Millennium Engineering have been submitted and are satisfactory.
- ☐ Street Signs / Street Name: All street signs have been installed.
- ☐ Temporary Turn Around (if applicable): Temp-Turnaround has been constructed with lay down curb.
- ☐ Share Driveways (if applicable): N/A Share driveways were not part this proposed subdivision development
- ☐ Type III barricade: Barricade has been installed at Bagley Drive dead end.
- ☐ Valley Gutter: Valley gutter has been constructed as shown on as-built plans.

DRAINAGE:

- ☐ Detention Swales: All detention swales have been constructed and are satisfactory with county specs.
- ☐ Excavation of Drain Ditch: N/A detention will be accomplished via detention swales.
- ☐ Culvert with Safety Ends: Culverts with safety ends were installed at both subdivision entrances and at share driveways.
- ☐ Re-grade of Road side Ditch: Minnesota Road side ditch has been re-constructed to county specifications.
- ☐ Gravel Bench Swale System (If Applicable): N/A Bench system is not part this proposed subdivision development.
- ☐ Erosion Control Points (If Applicable): Erosion control points are still in place at curb inlets and type "C-C" inlets.
- ☐ Overflow structure with RIP – RAP (If applicable): All 3 Overflow structures have been constructed as specify on plans.
- ☐ Storm Drainage Inlets (If Applicable): All type "A" inlets and type "C-C" have been installed as specify on as-built plans.
- ☐ Outfall with RIP - RAP (If Applicable): Outfall with concrete head wall has been constructed.
- ☐ Concrete Spill Way (If Applicable): N/A spill ways were not part this proposed subdivision development.

OTHER IMPROVEMENTS:

- ☐ Lot Staking: All lot corners have been staked with an Iron Rod and labeled with a surveyor's top.
- ☐ Existing Structure On Lots (If applicable): No structures on site.
- ☐ Gas Markers (If applicable): N/A No gas line spotted on this subdivision.
- ☐ Lot Sale Advertisement Sign (If Applicable): No advertisement sign of lots for sell was spotted onsite.
- ☐ Street Lights (If Applicable): N/A No street lights were proposed for this subdivision development.
- ☐ Buffer Fence (If Applicable): Fence has been installed along the rear of lots 11 through 18.
- ☐ Overgrown Gras: Most of all the subdivision property appeared to be cleared.
- ☐ Pile of Brush Debris: No bush / debris on subdivision property.
- ☐ ROW clearance: Power poles have been moved to new ROW line.
- ☐ Other: Flood zone are has been file and approved by FEMA via a Letter Of Map Revision based on Fill (LOMR –F)

INSPECTED BY: _____ DATE: 02/13/2013

AI-36865 **Precinct #1** **13. A.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Precinct #1 **Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit and processing procedures are completed by County Auditor.

1.Invoice No.6843321272 $74.31
2.Invoice No.6830100346 $74.35

BACKGROUND

Requisition #228777 was requested for process on 1/08/13 to obtain purchase order for continuation of services for 2013. Delay occurred in getting requisition approved by Purchasing Dept., requisition was disapproved on 1/31/13 due to expired contract and required commissioner's court date approval. As of 2/7/13 contract still has not been presented for approval on Commissioners Court.

Fiscal Impact

FISCAL YEAR: 3 **ACCT. #:** 3-1200-431-00-121-004-0-532

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

BUDGETARY IMPACT:

Available funds as of 2/8/13, Account has balance of $304.16.

Attachments

Invoice #6830100346
Invoice #6843321272

Form Review

Form Started By: Marcie Jackson Started On: 02/26/2013

Final Approval Date: 02/22/2013

verizonwireless

P.O. BOX 105378
ATLANTA, GA 30348

Manage Your Account & View Your Usage Details	Account Number	Date Due
At vzw.com/mybusinessaccount	822603189–00024	01/18/13
	Invoice Number	6830100346

10014194 02 AT 0.371 **AUTO T7 3 2223 78596-370099 1 E CNTX2305

COUNTY OF HIDALGO
1902 JOE STEPHENS AV
WESLACO, TX 78596-3700

Quick Bill Summary

Nov 24 – Dec 23

Previous Balance *(see back for details)*	$148.70
Payments – Thank You	–$148.70
Balance Forward	**$.00**
Monthly Access Charges	$72.98
Usage Charges	
Voice	$.00
Data	$.00
Verizon Wireless' Surcharges and Other Charges & Credits	$1.37
Taxes, Governmental Surcharges & Fees	$.00
Total Current Charges	**$74.35**

Total Charges Due by January 18, 2013 **$74.35**

PCT # 1 RC
ADMINISTRATION
2 -1200-431-00-121-004-0-532

POSTED

INVOICE RECEIVED BY
Pamela Hdz ON 1-2-13
GOODS/SERVICES RECEIVED BY
Jorge Flores ON 11-24-12 thru
12-23-12

RECEIVED
JAN - 2 2013 pf.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	At vzw.com/mybusinessaccount	1.800.922.0204 or *611 from your wireless

VE

verizonwireless

Bill Date	December 23, 2012
Account Number	822603189–00024
Invoice Number	6830100346

COUNTY OF HIDALGO
1902 JOE STEPHENS AV
WESLACO, TX 78596–3700

Total Amount Due by January 18, 2013

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$74.35

$☐☐.☐☐

2013 JAN 8 AM 9 10
COUNTY AUDITOR
RECEIVED BY

PO BOX 660108
DALLAS, TX 75266–0108

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

68301003460108226031890002400000743500000743597

Overview of Lines

Lines Charges	Page Number	Monthly Access Charges	Usage Charges	Equipment Charges	VZW Surcharges and Other Charges and Credits	Taxes, Governmental Surcharges and Fees	Third–Party Charges (includes Tax)	Total Charges
956–587–2131 Comm. Pct. 1 Office Use	*4*	$37.99	––	––	$.00	$.00	––	$37.99
956–587–2185 Comm. Pct.1 Office Use	*5*	$34.99	––	––	$1.37	$.00	––	$36.36
Total Current Charges		**$72.98**	**$.00**	**$.00**	**$1.37**	**$.00**	**$.00**	**$74.35**

Voice Plan Usage	Messaging Usage	Data Usage	Voice Roaming	Messaging Roaming	Data Roaming
––	––	1,422,923KB	––	––	––
17	––	––	––	––	––

Order #: 2223 Copy #: 05 Control #:100141 94-00045282

Summary for Comm. Pct. 1 Office Use: 956–587–2131

Your Plan

Mobile Broadband
$37.99 monthly access charge
$.25 per minute

Unlimited MB Allowance
Unlimited monthly kilobyte

Have more questions about your charges? Get details for all your Usage Charges at vzw.com/mybusinessaccount.

Charges

Monthly Access Charges

Mobile Broadband 12/24 – 01/23	37.99
	$37.99

Usage Charges

Data		Allowance	Used	Billable	Cost
Kilobyte Usage	*kilobytes*	unlimited	1,422,923	--	--
Total Data					$.00

Total Usage Charges **$.00**

Total Current Charges for 956–587–2131 **$37.99**

Order #: 2223 Copy #: 05 Control #:10014194-00045281

verizonwireless

Invoice Number	Account Number	Date Due	Page
6830100346	822603189–00024	01/18/13	5 of 6

Summary for Comm. Pct.1 Office Use: 956–587–2185

Your Plan

State of TX DC Share 500
$34.99 monthly access charge
500 monthly allowance minutes
$.35 per minute after allowance

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for all your Usage Charges at vzw.com/mybusinessaccount.

Charges

Monthly Access Charges

State of TX DC Share 500 12/24 – 01/23	34.99
	$34.99

Usage Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	500 (shared)	17	--	--
Mobile to Mobile	*minutes*	unlimited	1	--	--
Total Voice					$.00

Total Usage Charges **$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.37
	$1.37

Total Current Charges for 956–587–2185 **$36.36**

Order #: 2223 Copy #: 05 Control #:10014194-00045280

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

VZW PIX And VZW PIX Unlimited Will Be Discontinued

The VZW Pix Unlimited subscription wallpaper application will be discontinued on January 30, 2013. The last time you will be billed the monthly subscription charge is December, 2012 billing. The VZW Pix wallpaper application will be discontinued on July 8, 2013. If you have purchased wallpaper but not yet downloaded it to your phone, we urge you to do so as soon as possible to avoid losing it. The last date you will be able to download purchased wallpaper is July 8, 2013. After that date, it will be permanently deleted and unfortunately, refunds or credits won't be available. For more information about downloading wallpaper to your phone, please visit http://support.verizonwireless.com/information/vzwpix–discontinued.html You can view the revised service terms and conditions at http://support.verizonwireless.com/terms/products/vzw_pix.html. Please know that many of today's phones have comparable wallpaper apps for you to choose from. Check your phone to see what apps are available to you.

Verizon 4G LTE – America's Fastest 4G Network With More 4G LTE Coverage Than All Of Our Competitors

With Verizon's 4G LTE you get speeds up to 10 times faster than 3G in over 400 markets nationwide. Verizon 4G LTE brings the power and speed you need to make your business more productive. Contact your rep today or visit vzw.com/4GLTE.

Order #: 2223 Copy #: 05 Control #:10014194-00045279

verizonwireless

Invoice Number	Account Number	Date Due	Page
6830100346	822603189–00024	01/18/13	2 of 6

Get Minutes Used	Get Data Used	Get Balance
#MIN + SEND	#DATA + SEND	#BAL + SEND

Explanation of Charges

Verizon Wireless' Surcharges

Verizon Wireless' Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including charges we or our agents pay local telephone companies for delivering calls from our customers to their customers, fees and assessments on our network facilities and services, and costs and charges associated with new cell site construction, local number portability, and other government mandates. Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.

Taxes, Governmental Surcharges and Fees

Includes sales, excise and other taxes and governmental surcharges and fees that we are required by law to bill customers. These taxes, surcharges and fees may change from time to time without notice.

Late Fee Information

A late payment applies for unpaid balances. The charge is the greater of $5 or 1.5% per month, or as permitted by law.

Verizon Wireless' Other Charges and Credits

Includes charges for products and services, and credits owing.

Payments

Previous Balance	**$148.70**
Payments – Thank You	
Payment Received 12/07/12	–74.35
Payment Received 12/21/12	–74.35
Total Payments	**–$148.70**
Balance Forward	**$.00**

Correspondence Address: Verizon Wireless Customer Services Department 777 Big Timber Road Elgin, IL 60123

Automatic Payment Enrollment for Account: 822603189-00024 COUNTY OF HIDALGO

By signing below, you authorize Verizon Wireless to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon Wireless is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon Wireless. Check with your bank for any charges.

1. Check this box. **2. Sign name in box below, as shown on the bill and date.** **3. Return this slip with your check for this month's payment.**

Changing your billing address for Account: 822603189-00024 COUNTY OF HIDALGO

Use this space or sign in to My Verizon at vzw.com/changeaddress to change the mailing address where we send your bill. If we do not have your most recent email address, provide it below and we'll use it to tell you important information about your Verizon Wireless service. Allow 2 billing cycles for the address change to take effect.

New Address _____

City _____

State/Zip _____

Work Phone _____ Home Phone _____

Email _____

Confirming or changing your service address

For each of your mobile numbers, in order to bill taxes and surcharges correctly we need a service address - which is a street address (not a PO Box) that is the home or primary business address of the person who uses that number. To confirm or change the service address for any of your mobile numbers, sign in to My Verizon at vzw.com/serviceaddress.

Order #: 2223 Copy #: 05

Control #:10014194-00045283

Manage Your Account & View Your Usage Details	Account Number	Date Due
At vzw.com/mybusinessaccount	822603189–00024	Past Due
	Invoice Number	6843321272

10014015 02 AT 0.381 **AUTO T5 2 1123 78596-370099 1 E CNTX2305

COUNTY OF HIDALGO
1902 JOE STEPHENS AV
WESLACO, TX 78596-3700

Quick Bill Summary

Dec 24 – Jan 23

Previous Balance *(see back for details)*	$74.35
No Payment Received	$.00
Balance Forward Due Immediately	**$74.35**
Monthly Access Charges	$72.98
Usage Charges	
Voice	$.00
Data	$.00
Verizon Wireless' Surcharges and Other Charges & Credits	$1.33
Taxes, Governmental Surcharges & Fees	$.00
Total Current Charges Due by February 18, 2013	**$74.31**

Total Amount Due **$148.66**

RECEIVED
FEB 05 2013
HIDALGO COUNTY
COMMISSIONER PCT # 1

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	At vzw.com/mybusinessaccount	1.800.922.0204 or *611 from your wireless

VE

verizonwireless

Bill Date January 23, 2013
Account Number 822603189–00024
Invoice Number 6843321272

COUNTY OF HIDALGO
1902 JOE STEPHENS AV
WESLACO, TX 78596–3700

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$148.66

$□□□.□□

PO BOX 660108
DALLAS, TX 75266–0108

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

68433212720108226031890002400000743100000148669

Overview of Lines

Lines Charges	Page Number	Monthly Access Charges	Usage Charges	Equipment Charges	VZW Surcharges and Other Charges and Credits	Taxes, Governmental Surcharges and Fees	Third–Party Charges (includes Tax)	Total Charges	Voice Plan Usage	Messaging Usage	Data Usage	Voice Roaming	Messaging Roaming	Data Roaming
956–587–2131 Comm. Pct. 1 Office Use	*4*	$37.99	––	––	$.00	$.00	––	$37.99	––	––	26,272KB	––	––	––
956–587–2185 Comm. Pct.1 Office Use	*5*	$34.99	––	––	$1.33	$.00	––	$36.32	15	––	––	––	––	––
Total Current Charges		**$72.98**	**$.00**	**$.00**	**$1.33**	**$.00**	**$.00**	**$74.31**						

Order #: 1123 Copy #: 05 Control #:1001401S-00045329

Summary for Comm. Pct. 1 Office Use: 956–587–2131

Your Plan

Mobile Broadband
$37.99 monthly access charge
$.25 per minute

Unlimited MB Allowance
Unlimited monthly kilobyte

Have more questions about your charges? Get details for all your Usage Charges at vzw.com/mybusinessaccount.

Charges

Monthly Access Charges

Mobile Broadband 01/24 – 02/23	37.99
	$37.99

Usage Charges

Data		Allowance	Used	Billable	Cost
Kilobyte Usage	*kilobytes*	unlimited	26,272	––	––
Total Data					$.00

Total Usage Charges **$.00**

Total Current Charges for 956–587–2131 **$37.99**

Order #: 1123 Copy #: 05 Control #:10014015-00045328

Summary for Comm. Pct.1 Office Use: 956–587–2185

Your Plan

State of TX DC Share 500
$34.99 monthly access charge
500 monthly allowance minutes
$.35 per minute after allowance

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for all your Usage Charges at vzw.com/mybusinessaccount.

Charges

Monthly Access Charges

State of TX DC Share 500 01/24 – 02/23	34.99
	$34.99

Usage Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	500 (shared)	15	--	--
Mobile to Mobile	*minutes*	unlimited	1	--	--
Total Voice					$.00

Total Usage Charges **$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.33
	$1.33

Total Current Charges for 956–587–2185 **$36.32**

Order #: 1123 Copy #: 05 Control #:10014015-00045327

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

FUSC Change

The Federal Universal Service Charge (FUSC) is a Verizon Wireless charge that is subject to change each calendar quarter based on contribution rates prescribed by the FCC. On January 1, the FUSC decreased to 3.79 percent of assessable wireless charges, other than separately billed interstate and international telecom charges. The FUSC on separately billed interstate and international telecom charges decreased to 16.1 percent. For more details, please call 1–888–684–1888.

Notice Of Administrative Charge Decrease

Effective January 1, 2013, the monthly Verizon Wireless Administrative Charge for voice and email plans decreased from $0.99 to $0.90 per line for all eligible customers. The charge for Mobile Broadband customers remains at $.06. For information regarding this charge, call 1–888–684–1888. Please consult your Customer Agreement for information about rate changes.

America's Fastest 4G Network

With Verizon's 4G LTE you get speeds up to 10 times faster than 3G in over 440 markets nationwide. Verizon 4G LTE brings the power and speed you need to make your business more productive. Contact your rep today, or see verizonwireless.com/bestnetwork for details.

LTE is a trademark of ETSI.

Order #: 1123 Copy #: 05 Control #:10014015-00045326

verizonwireless

Get Minutes Used	Get Data Used	Get Balance
#MIN + SEND	#DATA + SEND	#BAL + SEND

Explanation of Charges

Verizon Wireless' Surcharges

Verizon Wireless' Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including charges we or our agents pay local telephone companies for delivering calls from our customers to their customers, fees and assessments on our network facilities and services, and costs and charges associated with new cell site construction, local number portability, and other government mandates. Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.

Taxes, Governmental Surcharges and Fees

Includes sales, excise and other taxes and governmental surcharges and fees that we are required by law to bill customers. These taxes, surcharges and fees may change from time to time without notice.

Late Fee Information

A late payment applies for unpaid balances. The charge is the greater of $5 or 1.5% per month, or as permitted by law.

Verizon Wireless' Other Charges and Credits

Includes charges for products and services, and credits owing.

Payments

Previous Balance	**$74.35**
No Payment Received	
Total Payments	**$.00**
Balance Forward Due Immediately	**$74.35**

Correspondence Address: Verizon Wireless Customer Services Department 777 Big Timber Road Elgin, IL 60123

Automatic Payment Enrollment for Account: 822603189-00024 COUNTY OF HIDALGO

By signing below, you authorize Verizon Wireless to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon Wireless is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon Wireless. Check with your bank for any charges.

1. Check this box. **2. Sign name in box below, as shown on the bill and date.** **3. Return this slip with your check for this month's payment.**

Changing your billing address for Account: 822603189-00024 COUNTY OF HIDALGO

Use this space or sign in to My Verizon at vzw.com/changeaddress to change the mailing address where we send your bill. If we do not have your most recent email address, provide it below and we'll use it to tell you important information about your Verizon Wireless service. Allow 2 billing cycles for the address change to take effect.

New Address _____

City _____

State/Zip _____

Work Phone _____ Home Phone _____

Email _____

Confirming or changing your service address

For each of your mobile numbers, in order to bill taxes and surcharges correctly we need a service address - which is a street address (not a PO Box) that is the home or primary business address of the person who uses that number. To confirm or change the service address for any of your mobile numbers, sign in to My Verizon at vzw.com/serviceaddress.

Order #: 1123 Copy #: 05

Control #:10014015-00045330

AI-37075 **Precinct #1** **13. B.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted By: Ofelia Rodriguez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Pct. #1 (1200):

1. Approval of the following personnel actions:

Action	Prgm.	Slot No.	Position Title	Budgeted Salary
Delete	Rd Maintenance	0100	Clerk III	$24,713.00
Create	Rd Maintenance	0133	Maintenance I	$24,713.00
Delete	Rd Maintenance	0117	Mechanic II	$29,078.00
Create	Rd Maintenance	0134	Tire Repair/Maintenance	$29,078.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

PARS

Job descriptions

Revised salary schedule

Fiscal Note

Form Review

Form Started By: Ofelia Rodriguez Started On: 02/26/2013

Final Approval Date: 02/22/2013

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 14 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 2/14/2013

CURRENT POSITION TITLE: CLERK III CURRENT SLOT #: 100

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other DELETION OF POSITION

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 24.713.00	$	$ 24,713.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Upon evaluation of the Department, it is determined that this position be deleted to create a position to assist with the department's field operation.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	2-14-13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	2-19-13 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	02/20/2013 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 14 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 2/14/2013

CURRENT POSITION TITLE: MECHANIC II CURRENT SLOT #: 117

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other DELETION OF POSITION

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 29,078.00	$	$ 29,078.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Upon evaluation of the Department, it is determined that this position be deleted to create a position to assist with the department's field operations.

NEW POSITION: Brief job description and attach a copy of the new job description.

(See Attachment)

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	2-14-13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	2.19.13 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	02/20/2013 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 14 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 2/14/2013

CURRENT POSITION TITLE: CURRENT SLOT #: 133

REQUESTED POSITION TITLE: MAINTENANCE I

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 24,713.00	$ 24,713.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Upon evaluation of the Department it is determined that this position is needed to assist with the operation of the Department.

NEW POSITION: Brief job description and attach a copy of the new job description.

(See Attachment)

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature] DEPARTMENT HEAD	2-14-13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	[signature] HUMAN RESOURCES DIRECTOR	2-19-13 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	02/20/2013 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
FEB 14 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 2/14/2013

CURRENT POSITION TITLE: CURRENT SLOT #: 134

REQUESTED POSITION TITLE: TIRE REPAIR/ MAINTENANCE

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 29,078.00	$ 29,078.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Upon evaluation of the Department it is determined that this position is needed to assist with the operation of the Department.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	2-14-13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	2.19.13 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	02/20/2013 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

JOB TITLE: Maintenance I

FLSA STATUS: NON-EXEMPT

DEPARTMENT: 121

CIVIL SERVICE STATUSES: NON EXEMPT

SUMMARY

Serves as general maintenance for the Precinct. This is a responsible position that may involve minimal instruction or supervision. This is an unskilled manual labor position involved with maintenance of County roads and right-of-way, or servicing an operation such as brush collection, road patch work, and drainage clearing.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assist in cleaning equipment, hand tools, and truck.
- May perform minor repairs to the tools, equipment, and truck.
- Cut high grass or weeds and picks up brush along County right-of-way.
- Maintain shop area clean on daily basis.
- May patch County Roads.
- May operate chainsaw to clear right-of-ways.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School diploma or GED;
- Experience in masonry and cement work.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's License
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.

- Employee working in the installation of signs may use a jackhammer, pole-hole digger, hole-auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manual.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following;

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM
Required to follow all departments' safety regulations

HIDALGO COUNTY
Road & Bridge
Paved/Unpaved

Job Title:	**Tire Repair / Maintenance**	**FLSA Status:**	**Non-Exempt**
Dept. No:	**121**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Employee will repair flat tires and assist with miscellaneous maintenance related duties. Employee shall assist mechanics, pick up supplies, and perform minor repairs on vehicle/equipment (as instructed by mechanics). Employee shall be dispatched to all covered areas of the precinct for repairs as needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Will be required to repair and /or replace tires as needed.
- May assist with repairs and performs preventive maintenance on all Precinct vehicles/equipment.
- Will be required to order and stock all pertinent supplies and parts as needed for tire repairs.
- Must keep detailed daily log.
- Must keep tire inventory.
- Assist in cleaning equipment, hand tools and truck.
- May perform minor repairs to the tools, equipment and truck.
- May load material, trash, brush, etc., onto truck. May sometimes unload the same.
- Maintain shop area clean on a daily basis.
- Regular attendance is a must.
- Ability to work well with others.
- Must be able to follow instruction from a Supervisor
- If no tire work is available, you will be expected to help with other duties as assigned.

QUALIFICATIONS AND REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:
- High School Diploma or General Education Degree (GED) preferred.
- Minimum of three continuous years experience repairing tires.

CERTIFICATES, LICENSES, REGISTRATIONS:
- Employee must have of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance Carrier;

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment and vehicles.
- Employee working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., employee will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Weekend and extended hours as needed, shall work a minimum of one weekend and/or holiday approximately every 3 months.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is regularly required to talk and hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell;

The employee must occasionally lift and/or move over 25 pounds. Specific visions abilities require by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIROMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time;
- Operating assigned equipment;

Maintain mental capacity which permits

- Making sound decisions and using good judgment;
- Handling financial affairs effectively and honestly;
- Maintaining confidentiality;
- Demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

- Working closely with others;
- Working in an multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- Making observations;
- Reading and writing;
- Operating assigned equipment;
- Communicating with others;

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations.

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-121-005-0

AI - 37075

PCT. 1 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0012	113	SP/PROJ COORD	$39,322.00	$0.00	$39,322.00	0.03	$1,179.66	$0.00	$40,502.00	$40,502.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,502.00
0019	113	TRUCK DRIVER I	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0020	113	HEAVY EQUIPMENT OPERATOR III	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$35,192.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$36,752.00
0022	113	HEAVY EQUIPMENT OPERATOR I	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0023	113	MAINTENANCE III	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	MAINTENANCE II	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0025	113	MAINTENANCE III	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$35,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,192.00
0029	113	MECHANIC II	$32,578.00	$0.00	$32,578.00	0.03	$977.34	$0.00	$33,555.00	$33,555.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,155.00
0030	113	HEAVY EQUIPMENT OPERATOR II	$31,771.00	$0.00	$31,771.00	0.03	$953.13	$0.00	$32,724.00	$32,724.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,724.00
0036	113	HEAVY EQUIPMENT OPERATOR II	$29,852.00	$0.00	$29,852.00	0.03	$896.00	$0.00	$30,748.00	$30,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,748.00
0037	113	MAINTENANCE II	$29,852.00	$0.00	$29,852.00	0.03	$895.56	$0.00	$30,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0038	113	HEAVY EQUIPMENT OPERATOR II	$29,852.00	$0.00	$29,852.00	0.03	$895.56	$0.00	$30,748.00	$30,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,748.00
0039	113	TRUCK DRIVER III	$29,031.00	$0.00	$29,031.00	0.03	$870.93	$0.00	$29,902.00	$29,902.00	$420.00	$0.00	$0.00	$0.00	$0.00	$30,322.00
0041	113	TRUCK DRIVER III	$28,026.00	$0.00	$28,026.00	0.03	$840.78	$0.00	$28,867.00	$28,867.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$29,947.00
0043	113	TRUCK DRIVER III	$27,562.00	$0.00	$27,562.00	0.03	$826.86	$0.00	$28,389.00	$28,389.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,389.00
0044	113	TRUCK DRIVER I	$26,607.00	$0.00	$26,607.00	0.03	$798.00	$0.00	$27,405.00	$27,405.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,405.00
0046	113	HEAVY EQUIPMENT OPERATOR I	$26,334.00	$0.00	$26,334.00	0.03	$790.02	$0.00	$27,124.00	$27,124.00	$720.00	$0.00	$0.00	$0.00	$0.00	$27,844.00
0049	113	TRUCK DRIVER III	$26,000.00	$0.00	$26,000.00	0.03	$780.00	$0.00	$26,780.00	$26,780.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,780.00
0053	113	MAINTENANCE I	$25,236.00	$0.00	$25,236.00	0.03	$757.00	$0.00	$25,993.00	$25,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,993.00
0055	113	DATA ENTRY CLERK	$23,988.00	$0.00	$23,988.00	0.03	$719.64	$0.00	$24,708.00	$24,708.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,708.00
0057	113	MAINTENANCE I	$23,635.00	$0.00	$23,635.00	0.03	$709.05	$0.00	$24,344.00	$23,807.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,807.00
0078	113	DIESEL MECHANIC	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,260.00
0080	113	MATERIAL MANAGEMENT MANAGER	$40,000.00	$0.00	$40,000.00	0.03	$1,200.00	$0.00	$41,200.00	$41,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,200.00
0085	113	EXECUTIVE ASST	$59,568.00	$0.00	$59,568.00	0.03	$1,787.04	$0.00	$61,355.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0090	113	ADMINISTRATIVE ASSISTANT V	$49,000.00	$0.00	$49,000.00	0.03	$1,470.00	$0.00	$50,470.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0091	113	DIRECTOR, FIELD OPERATIONS	$70,000.00	$0.00	$70,000.00	0.03	$2,100.00	$0.00	$72,100.00	$72,100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$72,100.00
0093	113	HEAVY EQUIPMENT OPERATOR II	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0095	113	MAINTENANCE III	$23,993.00	$0.00	$23,993.00	0.03	$719.79	$0.00	$24,713.00	$24,713.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,713.00
0096	113	TRAFFIC SPECIALIST I	$20,049.00	$0.00	$20,049.00	0.03	$601.47	$0.00	$20,650.00	$20,650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,650.00
0097	113	TRAFFIC SPECIALIST I	$20,049.00	$0.00	$20,049.00	0.03	$601.47	$0.00	$20,650.00	$20,650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,650.00
~~0100~~	~~113~~	~~CLERK III~~	~~$23,993.00~~	~~$0.00~~	~~$23,993.00~~	~~0.03~~	~~$720.00~~	~~$0.00~~	~~$24,713.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0101	113	CREW LEADER II	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,260.00
0102	113	SUPERVISOR	$36,766.00	$0.00	$36,766.00	0.03	$1,103.00	$0.00	$37,869.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0103	113	ASSET MANAGEMENT SUPERVISOR	$52,254.00	$0.00	$52,254.00	0.03	$1,567.62	$0.00	$53,822.00	$53,822.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53,822.00
0104	113	SHOP FOREMAN	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$43,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,260.00
0105	113	VECTOR SPECIALIST	$32,051.00	$0.00	$32,051.00	0.03	$961.53	$0.00	$33,013.00	$33,013.00	$900.00	$0.00	$0.00	$0.00	$0.00	$33,913.00
0106	113	CREW LEADER II	$41,578.00	$0.00	$41,578.00	0.03	$1,247.34	$0.00	$42,825.00	$42,825.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$44,025.00
0107	113	SAFETY COORDINATOR	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0108	113	TRUCK DRIVER III	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0109	113	HEAVY EQUIPMENT OPERATOR III	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$480.00	$0.00	$0.00	$0.00	$0.00	$30,822.00
0111	113	CREW LEADER II	$38,500.00	$0.00	$38,500.00	0.03	$1,155.00	$0.00	$39,655.00	$39,655.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,655.00
0112	113	CREW LEADER II	$38,500.00	$0.00	$38,500.00	0.03	$1,155.00	$0.00	$39,655.00	$39,655.00	$360.00	$0.00	$0.00	$0.00	$0.00	$40,015.00
0113	113	CREW LEADER I	$31,520.00	$0.00	$31,520.00	0.03	$945.60	$0.00	$32,466.00	$32,466.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,466.00
0114	113	TRUCK DRIVER III	$30,489.00	$0.00	$30,489.00	0.03	$914.67	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0115	113	MAINTENANCE III	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$780.00	$0.00	$0.00	$0.00	$0.00	$39,920.00
0116	113	ACCOUNTS PAYABLE SPECIALIST I	$28,231.00	$0.00	$28,231.00	0.03	$846.93	$0.00	$29,078.00	$29,078.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,078.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-121-005-0

AI - 37075

PCT. 1 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
~~0117~~	~~113~~	~~MECHANIC II~~	~~$28,231.00~~	~~$0.00~~	~~$28,231.00~~	~~0.03~~	~~$846.93~~	~~$0.00~~	~~$29,078.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0118	113	TRAFFIC CONTROL SUPERVISOR	$37,000.00	$0.00	$37,000.00	0.03	$1,110.00	$0.00	$38,110.00	$38,110.00	$300.00	$0.00	$0.00	$0.00	$0.00	$38,410.00
0119	113	TRUCK DRIVER II	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$28,745.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,045.00
0120	113	TRUCK DRIVER III	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$360.00	$0.00	$0.00	$0.00	$0.00	$30,702.00
0121	113	TRUCK DRIVER II	$27,908.00	$0.00	$27,908.00	0.03	$837.24	$0.00	$28,745.00	$28,745.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,745.00
0122	113	RIGHT OF WAY AGENT V	$64,066.00	$0.00	$64,066.00	0.03	$1,921.98	$0.00	$65,988.00	$65,988.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$67,488.00
0123	113	RIGHT OF WAY AGENT V	$62,475.00	$0.00	$62,475.00	0.03	$1,874.25	$0.00	$64,349.00	$64,349.00	$300.00	$0.00	$0.00	$0.00	$0.00	$64,649.00
0124	113	SUPERVISOR	$37,969.00	$0.00	$37,969.00	0.03	$1,139.07	$0.00	$39,108.00	$39,108.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,108.00
0125	113	CREW LEADER II	$40,375.00	$0.00	$40,375.00	0.03	$1,211.25	$0.00	$41,586.00	$41,586.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,586.00
0126	113	MAINTENANCE II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0127	113	MAINTENANCE II	$21,653.00	$0.00	$21,653.00	0.03	$650.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0128	113	MAINTENANCE II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0129	113	MAINTENANCE III	$34,167.00	$0.00	$34,167.00	0.03	$1,025.01	$0.00	$35,192.00	$35,192.00	$480.00	$0.00	$0.00	$0.00	$0.00	$35,672.00
0130	113	MAINTENANCE II	$0.00	$24,705.00	$24,705.00	0	$0.00	$0.00	$24,705.00	$24,705.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,705.00
0131	113	MAINTENANCE III	$0.00	$31,404.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0132	113	CONSTRUCTION INSPECTOR	$0.00	$38,110.00	$38,110.00	0	$0.00	$0.00	$38,110.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0133	**113**	**MAINTENANCE I**	**$0.00**	**$24,713.00**	**$24,713.00**	**0**	**$0.00**	**$0.00**	**$24,713.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0134	**113**	**TIRE REPAIR/ MAINTENANCE**	**$0.00**	**$29,078.00**	**$29,078.00**	**0**	**$0.00**	**$0.00**	**$29,078.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$2,012,908.00	$148,010.00	$2,160,918.00		$60,388.03	$0.00	$2,221,309.00	$1,859,446.00	$11,340.00	$0.00	$0.00	$0.00	$0.00	$1,870,786.00

Approval to delete and/or create the above highlighted full-time positions.
All personnel actions pending CC approval.

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Friday, March 01, 2013** **Agenda Item:** 37075

Summary of request/proposal:
PCT. 1 RD MAINTENANCE (1200):
Approval to delete and/or create the following regular full-time positions:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	CLERK III	0100	113	24,713.00	0.00	(24,713.00)
1200	MAINTENANCE I	0133	113	0.00	24,713.00	24,713.00
1200	MECHANIC II	0117	113	29,078.00	0.00	(29,078.00)
1200	TIRE REPAIR/ MAINTENANCE	0134	113	0.00	29,078.00	29,078.00
				53,791.00	53,791.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-431-00-121-005-0-	113	PCT 1 ROAD MAINT. -	REG F/T EMPLOYEES	$0.00
3-1200-431-00-121-005-0-	211	PCT 1 ROAD MAINT. -	HEALTH INSURANCE	$0.00
3-1200-431-00-121-005-0-	212	PCT 1 ROAD MAINT. -	LIFE INSURANCE	$0.00
3-1200-431-00-121-005-0-	220	PCT 1 ROAD MAINT. -	FICA	$0.00
3-1200-431-00-121-005-0-	230	PCT 1 ROAD MAINT. -	RETIREMENT	$0.00
3-1200-431-00-121-005-0-	250	PCT 1 ROAD MAINT. -	UNEMPLOYMENT COMP	$0.00
3-1200-431-00-121-005-0-	260	PCT 1 ROAD MAINT. -	WORKER'S COMP	$0.00
			2013 Budgetary Impact	$0.00

2014 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-37311 **Precinct #4 14. A.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Comm. Pct. 4 **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: COMM. PCT. #4

Information

CAPTION

Pct. 4 Rd Maintenance (1200):
1. Approval to create one (1) full-time Special Project Coordinator, slot no. 0076, budgeted salary $49,000.00.
2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-125-030-0-899

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

BUDGETARY IMPACT:

Funds for proposed salary and related fringe benefit expenditures for the creation of Special Projects Coordinator position available from CW Adm - Contingency (1200), pending approval of interdepartmental transfer.

Attachments

Revised salary schedule
Job Description
Interdept Transfer
Fiscal Note
PAR

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	02/26/2013 12:36 PM

Form Started By: Sylvia Solis Started On: 02/26/2013 12:28 PM

Final Approval Date: 02/26/2013

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-124-007-0

AI - 37311

PCT. 4 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	EXECUTIVE ASSISTANT IV	$76,955.00	$0.00	$76,955.00	0.03	$2,308.65	$0.00	$79,264.00	$79,264.00	$1,860.00	$0.00	$0.00	$0.00	$0.00	$81,124.00
0002	113	FIXED ASSET MANAGER	$48,106.00	$0.00	$48,106.00	0.03	$1,443.18	$0.00	$49,549.00	$49,549.00	$780.09	$0.00	$4,000.00	$0.00	$0.00	$54,329.09
0004	113	ACCOUNTS PAYABLE SPECIALIST III	$42,428.00	$0.00	$42,428.00	0.03	$1,272.84	$0.00	$43,701.00	$43,701.00	$1,560.15	$0.00	$2,500.00	$0.00	$0.00	$47,761.15
0006	113	CHIEF ADMINISTRATOR	$37,500.00	$0.00	$37,500.00	0.03	$1,125.00	$0.00	$38,625.00	$38,625.00	$0.00	$0.00	$0.00	$5,000.00	$0.00	$43,625.00
0007	113	HEAVY EQUIPMENT OPERATOR III	$42,588.00	$0.00	$42,588.00	0.03	$1,277.64	$0.00	$43,866.00	$43,866.00	$720.00	$0.00	$0.00	$0.00	$0.00	$44,586.00
0008	113	HEAVY EQUIPMENT OPERATOR III	$37,659.00	$0.00	$37,659.00	0.03	$1,129.77	$0.00	$38,789.00	$38,789.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$39,929.00
0009	113	MECHANIC III	$34,433.00	$0.00	$34,433.00	0.03	$1,032.99	$0.00	$35,466.00	$35,466.00	$780.00	$0.00	$0.00	$0.00	$0.00	$36,246.00
0010	113	HEAVY EQUIPMENT OPERATOR II	$32,837.00	$0.00	$32,837.00	0.03	$985.11	$0.00	$33,822.00	$33,822.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$35,442.00
0012	113	TRUCK DRIVER III	$29,615.00	$0.00	$29,615.00	0.03	$888.45	$0.00	$30,503.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,503.00
0013	113	TRUCK DRIVER III	$29,615.00	$0.00	$29,615.00	0.03	$888.45	$0.00	$30,503.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,503.00
0014	113	TRUCK DRIVER III	$29,615.00	$0.00	$29,615.00	0.03	$888.45	$0.00	$30,503.00	$30,503.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$31,703.00
0015	113	CLERK/RECEPTIONIST	$29,242.00	$0.00	$29,242.00	0.03	$877.26	$0.00	$30,119.00	$30,119.00	$600.00	$0.00	$1,500.00	$0.00	$0.00	$32,219.00
0016	113	TRUCK DRIVER II	$28,812.00	$0.00	$28,812.00	0.03	$864.36	$0.00	$29,676.00	$29,676.00	$420.00	$0.00	$0.00	$0.00	$0.00	$30,096.00
0017	113	TRF SA/SPC III	$28,771.00	$0.00	$28,771.00	0.03	$863.13	$0.00	$29,634.00	$29,634.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,934.00
0018	113	TRUCK DRIVER III	$28,529.00	$0.00	$28,529.00	0.03	$855.87	$0.00	$29,385.00	$29,385.00	$360.00	$0.00	$0.00	$0.00	$0.00	$29,745.00
0019	113	HEAVY EQUIPMENT OPERATOR I	$28,487.00	$0.00	$28,487.00	0.03	$854.61	$0.00	$29,342.00	$29,342.00	$720.00	$0.00	$0.00	$0.00	$0.00	$30,062.00
0020	113	HEAVY EQUIPMENT OPERATOR II	$28,398.00	$0.00	$28,398.00	0.03	$851.94	$0.00	$29,250.00	$29,250.00	$720.00	$0.00	$0.00	$0.00	$0.00	$29,970.00
0021	113	TRUCK DRIVER III	$28,320.00	$0.00	$28,320.00	0.03	$849.60	$0.00	$29,170.00	$29,170.00	$660.00	$0.00	$0.00	$0.00	$0.00	$29,830.00
0022	113	HEAVY EQUIPMENT OPERATOR II	$28,140.00	$0.00	$28,140.00	0.03	$844.20	$0.00	$28,984.00	$28,984.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$30,124.00
0023	113	HEAVY EQUIPMENT OPERATOR II	$27,706.00	$0.00	$27,706.00	0.03	$831.18	$0.00	$28,537.00	$28,537.00	$720.00	$0.00	$0.00	$0.00	$0.00	$29,257.00
0024	113	HEAVY EQUIPMENT OPERATOR II	$30,294.00	$0.00	$30,294.00	0.03	$908.82	$0.00	$31,203.00	$31,203.00	$300.00	$0.00	$0.00	$0.00	$0.00	$31,503.00
0025	113	MAINTENANCE III	$27,706.00	$0.00	$27,706.00	0.03	$831.18	$0.00	$28,537.00	$28,537.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,537.00
0026	113	MECHANIC I	$27,706.00	$0.00	$27,706.00	0.03	$831.18	$0.00	$28,537.00	$28,537.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,537.00
0027	113	TIRE REPAIR	$27,706.00	$0.00	$27,706.00	0.03	$831.18	$0.00	$28,537.00	$28,537.00	$420.00	$0.00	$0.00	$0.00	$0.00	$28,957.00
0028	113	HEAVY EQUIPMENT OPERATOR II	$27,413.00	$0.00	$27,413.00	0.03	$822.39	$0.00	$28,235.00	$28,235.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$29,495.00
0030	113	HEAVY EQUIPMENT OPERATOR II	$25,647.00	$0.00	$25,647.00	0.03	$769.41	$0.00	$26,416.00	$26,416.00	$600.00	$0.00	$0.00	$0.00	$0.00	$27,016.00
0031	113	MAINTENANCE II	$25,556.00	$0.00	$25,556.00	0.03	$767.00	$0.00	$26,323.00	$26,323.00	$720.00	$0.00	$0.00	$0.00	$0.00	$27,043.00
0032	113	HEAVY EQUIPMENT OPERATOR II	$24,829.00	$0.00	$24,829.00	0.03	$744.87	$0.00	$25,574.00	$25,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,574.00
0034	113	HEAVY EQUIPMENT OPERATOR I	$24,829.00	$0.00	$24,829.00	0.03	$744.87	$0.00	$25,574.00	$25,574.00	$360.00	$0.00	$0.00	$0.00	$0.00	$25,934.00
0035	113	HEAVY EQUIPMENT OPERATOR II	$23,808.00	$0.00	$23,808.00	0.03	$714.24	$0.00	$24,522.00	$24,522.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,522.00
0036	113	HEAVY EQUIPMENT OPERATOR II	$26,308.00	$0.00	$26,308.00	0.03	$789.24	$0.00	$27,097.00	$27,097.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,097.00
0037	113	MAINTENANCE I	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,015.00
0038	113	MAINTENANCE I	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,015.00
0039	113	MAINTENANCE II	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,015.00
0040	113	MAINTENANCE II	$24,845.00	$0.00	$24,845.00	0.03	$745.35	$0.00	$25,590.00	$25,590.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,890.00
0041	113	MAINTENANCE II	$24,845.00	$0.00	$24,845.00	0.03	$745.35	$0.00	$25,590.00	$25,590.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,590.00
0042	113	HEAVY EQUIPMENT OPERATOR I	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,015.00
0043	113	MAINTENANCE I	$24,845.00	$0.00	$24,845.00	0.03	$745.35	$0.00	$25,590.00	$25,590.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,590.00
0044	113	MAINTENANCE I	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,015.00
0045	113	HEAVY EQUIPMENT OPERATOR II	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,015.00
0046	113	HEAVY EQUIPMENT OPERATOR I	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$23,015.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,015.00
0047	113	HEAVY EQUIPMENT OPERATOR II	$22,345.00	$0.00	$22,345.00	0.03	$670.35	$0.00	$23,015.00	$23,015.00	$300.00	$0.00	$0.00	$0.00	$0.00	$23,315.00
0048	113	TRF SA/SPC II	$25,741.00	$0.00	$25,741.00	0.03	$772.23	$0.00	$26,513.00	$26,513.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$27,593.00
0049	113	TRAFFIC SAFETY SPECIALIST II/MAINTENANCE	$25,741.00	$0.00	$25,741.00	0.03	$772.23	$0.00	$26,513.00	$26,513.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,513.00
0050	113	CUSTODIAN	$23,030.00	$0.00	$23,030.00	0.03	$690.90	$0.00	$23,721.00	$21,660.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,660.00
0051	113	HEAVY EQUIPMENT OPERATOR II	$27,329.00	$0.00	$27,329.00	0.03	$819.87	$0.00	$28,149.00	$28,149.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,449.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1200-431-00-124-007-0

AI - 37311

PCT. 4 RD MAINTENANCE

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0054	113	DIESEL MECHANIC	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$0.00	$43,260.00	$43,260.00	$960.00	$0.00	$0.00	$0.00	$0.00	$44,220.00
0055	113	ACCOUNTS PAYABLE SPECIALIST I	$28,000.00	$0.00	$28,000.00	0.03	$840.00	$0.00	$28,840.00	$28,840.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$29,860.00
0056	113	ACCOUNTS PAYABLE SPECIALIST I	$27,276.00	$0.00	$27,276.00	0.03	$818.28	$0.00	$28,094.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,094.00
0058	113	MECHANIC II	$31,070.00	$0.00	$31,070.00	0.03	$932.10	$0.00	$32,002.00	$32,002.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,002.00
0059	113	GENERAL OPERATIONS MANAGER	$84,357.00	$0.00	$84,357.00	0.03	$2,530.71	$0.00	$86,888.00	$86,888.00	$540.00	$0.00	$0.00	$0.00	$0.00	$87,428.00
0060	113	TECHNICIAN III	$36,271.00	$0.00	$36,271.00	0.03	$1,088.13	$0.00	$37,359.00	$37,359.00	$300.00	$0.00	$0.00	$0.00	$0.00	$37,659.00
0061	113	DIRECTOR OF ROAD AND BRIDGE	$65,000.00	$0.00	$65,000.00	0.03	$1,950.00	$0.00	$66,950.00	$66,950.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$68,330.00
0062	113	FIELD OPERATIONS DIRECTOR II	$70,277.00	$0.00	$70,277.00	0.03	$2,108.31	$0.00	$72,385.00	$72,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$72,385.00
0063	113	ASSISTANT FIELD OPERATIONS DIRECTOR	$65,974.00	$0.00	$65,974.00	0.03	$1,979.22	$0.00	$67,953.00	$67,953.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$69,693.00
0064	113	ADMINISTRATIVE ASSISTANT IV	$58,434.00	$0.00	$58,434.00	0.03	$1,753.02	$0.00	$60,187.00	$60,187.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,187.00
0065	113	HEAVY EQUIPMENT OPERATOR II	$31,500.00	$0.00	$31,500.00	0.03	$945.00	$0.00	$32,445.00	$32,445.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,445.00
0066	113	HEAVY EQUIPMENT OPERATOR II	$31,500.00	$0.00	$31,500.00	0.03	$945.00	$0.00	$32,445.00	$32,445.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,445.00
0067	113	RIGHT OF WAY AGENT V	$64,066.00	$0.00	$64,066.00	0.03	$1,921.98	$0.00	$65,988.00	$65,988.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,988.00
0068	113	RIGHT OF WAY AGENT V	$62,475.00	$0.00	$62,475.00	0.03	$1,874.25	$0.00	$64,349.00	$64,349.00	$840.00	$0.00	$0.00	$0.00	$0.00	$65,189.00
0072	113	DIRECTOR OF OPERATIONS	$68,825.00	$0.00	$68,825.00	0.03	$2,064.75	$0.00	$70,890.00	$70,890.00	$0.00	$0.00	$0.00	$0.00	$0.00	$70,890.00
0073	113	BUDGET ANALYST II	$41,120.00	$0.00	$41,120.00	0.03	$1,233.60	$0.00	$42,354.00	$42,354.00	$300.00	$0.00	$0.00	$0.00	$0.00	$42,654.00
0074	114	CLERK IV	$29,458.00	$0.00	$29,458.00	0.03	$883.74	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0075	113	SAFETY COORDINATOR	$48,500.00	$0.00	$48,500.00	0.03	$1,455.00	$0.00	$49,955.00	$46,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,000.00
0076	**113**	**SPECIAL PROJECTS COORDINATOR**	**$0.00**	**$49,000.00**	**$49,000.00**	**0**	**$0.00**	**$0.00**	**$49,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$2,230,797.00	$49,000.00	$2,279,797.00		$66,924.23	$0.00	$2,346,715.00	$2,291,699.00	$28,020.24	$0.00	$8,000.00	$5,000.00	$0.00	$2,332,719.24

Approval to create the above highlighted regular full-time position.
Personnel action pending CC approval.

SPECIAL PROJECTS COORDINATOR

GENERAL DESCRIPTION

Under general supervision from the Hidalgo County Precincts, performs project management and technical duties in inspecting public works construction to insure compliance with codes and specifications; Supervises surveying work and survey crew in public works construction projects.

EXAMPLES OF WORK PERFORMED

Manages public works construction projects and serves as project engineer; this entails assuring contractor's work conforms to the project specifications. This is accomplished by inspecting the contractors work on a daily basis

Maintains a daily record of instructions and directions given to the contractor regarding plan and specification interpretation and any required change orders

Coordinates with an independent testing lab any materials testing required by project specifications

Verifies quantities for payment on contractors monthly pay request

Provides public safety during the project

Coordinates inspection of curb, gutter and sidewalk as well as all road cuts, (whether for water, gas, sewer, telephone, etc.) for quality of materials, workmanship, line, grade, compaction and maintenance of road cut

Assigns, monitors, and coordinates work of Construction Inspector and Engineering Aide;

Manages surveying work for public works

Supervises and leads the survey crew

Locates the survey crew replacement needs (curb, gutter, sidewalk, etc.) and special problems which need to be addressed in designing a project

Coordinates surveys for projects done by consultants

Discusses street improvement problems with the public

Inspects sidewalk, curb and gutter for drainage problems and discusses options with public

Oversees other agencies working within the County boundaries to ensure public safety and ensure protection of City facilities

Coordinates road closures to maintain traffic flow

Informs engineering firms of city requirements

Responds to questions from contractors on bid specifications

Coordinates work with contractors and city departments

Prepares contract specifications and bidding documents

Supervises drawing preparation for specifications

Prepares and approves contract change orders

Approves bond releases and payment for completed work after inspection

Assists in issuing engineering permits

Corresponds with contractors, other governmental agencies and public on problems related to public works construction

Performs all other related duties involved in the operation of the Public Health Department as assigned or required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years of experience in public works construction and a Bachelor of Science degree in engineering.

Knowledge, Skills, and Abilities

Knowledge of Texas laws, codes, and standards related to the area of responsibility

Knowledge of the principles and methods of field inspection

Comfortable in teaching large and small groups and relates well with middle school and high school students as well as adults

Must have planning and organizational skills as well as curriculum development skills

Considerable knowledge of public works construction methods and materials

Knowledge of contract administration and pay estimates

Working knowledge of methods and interpretation of soil analysis and density tests

Working knowledge of surveying and surveying methods

Knowledge of drafting and engineering

Ability to read and interpret blueprints

Ability to establish and maintain effective working relationships with employees, contractors, other departments and the public

Ability to follow written and oral instructions

Ability to communicate effectively, both verbally and in writing

Ability to prepare reports, Interpret laws and regulations

Ability to plan, assign, and/or supervise the work of others

Registration, Certification, or Licensure

May require certification for a specific program area

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

DATE: February 26, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2013
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Precinct No. 4- Road Maint.

ACCOUNT NUMBER: 3-1200-431-00-12X-0XX-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
3-1200-431-00-125-030-0-	899	CW ADM -	CONTINGENCY	(52,007.45)
TO				
3-1200-431-00-124-007-0-	113	PCT 4 ROAD MAINT. -	REG F/T EMPLOYEES	40,927.20
3-1200-431-00-124-007-0-	211	PCT 4 ROAD MAINT. -	HEALTH INSURANCE	3,477.98
3-1200-431-00-124-007-0-	212	PCT 4 ROAD MAINT. -	LIFE INSURANCE	22.55
3-1200-431-00-124-007-0-	220	PCT 4 ROAD MAINT. -	FICA	3,130.93
3-1200-431-00-124-007-0-	230	PCT 4 ROAD MAINT. -	RETIREMENT	4,223.69
3-1200-431-00-124-007-0-	250	PCT 4 ROAD MAINT. -	UNEMPLOYMENT COMP	204.64
3-1200-431-00-124-007-0-	260	PCT 4 ROAD MAINT. -	WORKERS' COMP	20.46
			TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Interdepartmental transfer to fund salary and related fringe benefits expenditures for the creation of one (1) Special Projects Coordinator position, slot no.0076, budgeted salary $49,000.00.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Friday, March 01, 2013** **Agenda Item:** 37311

Summary of request/proposal:
PCT. 4 RD MAINTENANCE (1200):
Approval to create the following regular full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	SPECIAL PROJECT COORDINATOR	0076	113	0.00	49,000.00	49,000.00
				0.00	49,000.00	49,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-431-00-124-007-0-	113	PCT 4 ROAD MAINT. -	REG F/T EMPLOYEES	$40,927.20
3-1200-431-00-124-007-0-	211	PCT 4 ROAD MAINT. -	HEALTH INSURANCE	$3,477.98
3-1200-431-00-124-007-0-	212	PCT 4 ROAD MAINT. -	LIFE INSURANCE	$22.55
3-1200-431-00-124-007-0-	220	PCT 4 ROAD MAINT. -	FICA	$3,130.93
3-1200-431-00-124-007-0-	230	PCT 4 ROAD MAINT. -	RETIREMENT	$4,223.69
3-1200-431-00-124-007-0-	250	PCT 4 ROAD MAINT. -	UNEMPLOYMENT COMP	$204.64
3-1200-431-00-124-007-0-	260	PCT 4 ROAD MAINT. -	WORKER'S COMP	$20.46
			2013 Budgetary Impact	$52,007.45

2014 Budgetary Impact: $62,265.80

Possible Funding Sources: CW ADM-CONTINGENCY-
3-1200-431-00-125-030-0-899

Comments:

Hidalgo Co. Budget Office

2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 28 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT 4 ROAD MAINTENANCE (124-007) DATE: 2/26/2013

CURRENT POSITION TITLE: N/A CURRENT SLOT #: 0076

REQUESTED POSITION TITLE: SPECIAL PROJECTS COORDINATOR

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00 Current G&S/ Budgeted Salary $ 49,000.00 Proposed G&S/ Budgeted Salary $ 49,000.00 Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other CW ADM - CONTINGENCY (1200)

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Department is in need of a Special Projects Coordinator to oversee, coordinate and manage all upcoming special projects.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Joseph Palacios DEPARTMENT HEAD KAB	2/26/13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒	NO
2.	Esther G. Cortez / JFR HUMAN RESOURCES DIRECTOR	02.28.13 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐	NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	02/28/2013 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

AI-36687 **Budget and Management 15. A.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: IT **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of $7,293.50 (Second Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

BACKGROUND

Texas VINE Annual Maintenance Grant Contract - Fiscal Year 2013 was approved by Commissioners' Court on September 4, 2012 (AI# 33824).

Reference:
First Qtr - Reimb. Invoice $7,293.50 (AI# 35377 11-27-12)

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1283-415-00-200-005-3-336

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

BUDGETARY IMPACT:

No Budgetary Impact

Revenue acct #3-1283-334-10-200-005-3-000 "Texas Vine Program Revenue"

Attachments

Invoice 2nd Qtr
Production record

Form Review

Form Started By: Manuel Chapa Started On: 02/26/2013

Final Approval Date: 02/22/2013

Office of the Attorney General
Statewide Automated Victim Notification Services (SAVNS)
Fiscal Year 2013 Invoice

	PHASE TYPE	
Place an "X" to the right of the applicable quarter(s)	**1st Quarter**	
	2nd Quarter	X
	3rd Quarter	
	4th Quarter	
Mail To: **Office of the Attorney General** **Grants Administration Division - MC005** **P.O. Box 12548** **Austin, TX 78711-2548**	**Date of Invoice:**	
	Invoice #:	
	Texas TIN:	
	Organization Name:	**Hidalgo County**
	Mailing Address:	2808 S. Business Hwy. 281
	City:	Edinburg
	State:	Texas
Grants Administration Division (GAD) Contact **Attn: Finance Section** **Title: Financial Specialist** **Email: Pinni.Warner@texasattorneygeneral.gov** **Telephone: (512) 936-6397**	**Zip Code:**	78539
	Contact Person:	Debbie Tamez
	Title:	Accountant I
	Email Address:	debbie.tamez@auditor.co.hidalgo.tx.us
	Telephone:	956-318-2511 x.4675

Month of Service	OAG GRANT #		Amount of Claim
Feb-13	**1336924**	**PCA 10352**	**$7,293.50**

Note - 1: Invoice must be submitted to the OAG for the prior quarter by the 5th day of the next month following the end of each quarter.

Description of Services: **Note 2:** Reimbursement for services rendered on a contract basis under the Statewide Automated Victim Notification Service (SAVNS) Grant to the Office of the Attorney General (Term: September 1, 2012 to August 31, 2013).

Note - 3: None of the costs billed under this invoice have been charged to any other state or federal grant, contract, or any other funding source. I certify that the expenses being requested for reimbursement are correct and unpaid.

Note - 4: The amount of claim must not exceed the amount stated in "Total Due" line on the Certified Vendor Invoice.

Authorized Official or Designee Signature

Note - 5: Must be signed by the Authorized Official or Alternate Designee

Signature of Authorized Official or Alternate Designee **Date**

Type/Print Authorized Official Name or Alternate Designee and Title

For OAG Use Only

Date Received by Grants Administration Division of the OAG:	GAD Fiscal Approval / Date	Date Received by OAG Accounting:

OFFICE of the ATTORNEY GENERAL
GREG ABBOTT

Texas Statewide Automated Victim Notification Service (SAVNS) FY2013 Quarterly Verification of Continuing Production Record

The purpose of this form is to establish a regular schedule for the Grantee to provide an update to the OAG regarding the Texas SAVNS Program in their county. The intent is to ensure that the Grantee is aware of the ongoing status of its Texas SAVNS Program functionality and continuing production. The OAG will crosscheck Grantee verifications of production with the production records of the Certified Vendor.

Grantee:	Hidalgo County	Contract Number:	1336924

Yes	No	N/A	Grantee Responsibility
X			As of the date below, SAVNS Jail Records are on production and available.
X			As of the date below, SAVNS Court Records are on production and available.
X			County SAVNS Problem Log includes all problems and resolutions.
			Program Coordinator/Grant Contact maintains a SAVNS grant file.

Check 'Yes' or 'No' for each box.

The Authorized Official is responsible for signing the Quarterly Verification of Continuing Production Record.. Unchecked or checked 'No' boxes require an explanation in the Explanation/Comments Box.

County Verification:

_____
Signature

Ramon Garcia
Printed Name

Hidalgo County Judge
Title

2/12/13
Date

Explanation/Comments:

***** This completed and signed Quarterly Verification of Continuing Product Record must be submitted with the quarterly invoice in order for payment to be made on your County's behalf, for costs associated with Annual Maintenance. Please keep a copy in your grant file.**

AI-36695 **Purchasing Department 16. A. 3.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for the renewal of an additional one (1) year term (as provided in the letter of engagement) with the Hon. Jesus "Chuy" Ramirez-Law Firm Of Ramirez & Guerrero to serve as the Bond Counsel for Hidalgo County.

BACKGROUND

Effective date March 16,2013 with ending date of March 15, 2014 for said extension.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-30-125-006-0-333

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

BUDGETARY IMPACT:

GENERAL LITIGATION-LEGAL SERVICES
$946,076.75 available as of 02-01-13.

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-30-125-006-0-339

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

BUDGETARY IMPACT:

GENERAL LITIGATION-OTHER PROF SRV
$599,749.25 available as of 02-01-13.

Attachments

Letter Of Engagment Documentation

Form Review

Form Started By: Vangie Garcia Started On: 02/26/2013

Final Approval Date: 02/22/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 30, 2013

Ramirez & Guerrero, L.L.P.
Attorneys at Law
700 N. Veteran's Blvd., Suite B
San Juan, Texas 78589

certified Mail: **7099-3220-0002-9745-4391**
Email: dcepeda@rg-legal.com

Re: Bond Counsel Agreement

Honorable Jesus Ramirez;

Hidalgo County Purchasing Department will be requesting Commissioners' Court approval of the annual automatic one (1) year renewal term for the County's Letter Of Engagement with Ramirez & Guerrero for the "Bond Counsel" services pursuant to the same rates, terms and conditions of the agreement.

Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, February 19, 2013** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **10:00 a.m., Monday, February 4, 2013 and or sooner**, if possible, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: 1.31.13

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification, if applicable).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

RAMIREZ & GUERRERO, L.L.P.
Attorneys at Law
700 N. Veterans Blvd., Ste. B
San Juan, Texas 78589
Phone: (956) 502-5424
Fax: (956) 502-5007

February 14, 2012

Hon. Ramon Garcia
County of Hidalgo
100 E. Cano
Edinburg, Texas 78539

Re: Engagement of Bond Counsel

Honorable Judge Garcia:

We are pleased to submit to you a proposed agreement for Ramirez & Guerrero, L.L.P. to serve as Bond Counsel with respect to one or more series of obligations (including new money bonds, refunding bonds, personal property finance obligations and lease and lease purchase and installment purchase agreements) that the County of Hidalgo (the "Issuer") intends to issue, or may issue in the future, for the purposes, respectively, of construction of improvements, purchase of personal property and/or to refund or restructure its existing debt service or lease-purchase revenue bonds through a public facilities corporation (hereinafter referred to as the "Obligations"). When approved by you, this letter will become effective and will evidence an agreement between the Issuer and Ramirez & Guerrero, L.L.P., Bond Counsel. Our fees are billed only if the obligations are issued. Any out-of-pocket costs are reimburseable.

Basic Services

Bond Counsel will prepare, or assist the Issuer in the preparation of, all required legal documents and proceedings and will perform all other necessary legal work in connection with the Issuer's authorization, issuance and sale of each series of the Obligations. Our services as Bond Counsel will include the following Basic Services, which we will carry out directly or in concert with officials, staff, and consultants of the Issuer:

(1) Preparation of all notices (including notices of public meetings, notices and resolutions regarding reimbursement bonds and published notices), resolutions and orders (including those governing calling bond elections), resolutions and other legal proceedings necessary to authorize issuance of each series of the Obligations, and all other instruments which comprise the transcript of legal proceedings of the Issuer pertaining to the authorization, issuance and sale of each such series;

(2) Attendance of all meetings called or arranged by or on behalf of the Issuer or Issuer personnel (or their representatives) who are responsible for the issuance, sale and delivery of the Obligations, to the extent required or requested by such persons, to discuss the legal aspects of the Obligations, including but not limited to the sizing, timing or sale of each series of the Obligations;

(3) Consultation with Issuer officials and staff and the Issuer's financial advisors and independent auditors to review information to be included in the offering documents for each series of the Obligations;

(4) Preparation and submission, as required by law, of transcripts of legal proceedings pertaining to the issuance of each series of the Obligations to the Attorney General of Texas;

(5) Supervision of the printing of each series of the Obligations and the delivery thereof to the purchasers, including, if requested, solicitation of bids from bond printers under the direction of the President, the Superintendent or financial advisor or other Issuer personnel who are responsible for the issuance, sale and delivery of the Obligations, to obtain the lowest responsible printing costs for the Issuer;

(6) At the closing of each series of the Obligations, delivery of an approving opinion, based on facts and law existing as of its date, which shall be fully acceptable in the national public finance field, generally to the effect that such series has been duly issued, executed and delivered in accordance with the Constitution and laws of the State of Texas, that the Obligations of each series constitute valid and legally binding obligations of the Issuer secured by a lien on and pledge of, as appropriate, ad valorem taxes, revenues, or other available funds of the Issuer pledged to their payment in the respective Bond Order (subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect from time to time relating to or affecting the enforcement of rights of creditors, and the Issuer) and that interest on such series of the Obligations is excludable from the gross income of the owners thereof for federal income tax purposes under then existing law; provided that after the closing we do not undertake to provide continuing advice concerning any actions necessary to assure that interest paid on the Obligations will continue to be excluded from gross income for federal income tax purposes; and

(7) Prior to and in connection with the closing of each series of the Obligations, preparation and delivery of a Tax Exemption and No-Arbitrage Certificate that will enable appropriate officials of the Issuer to comply with the arbitrage requirements of the Internal Revenue Code of 1986 as they affect the Obligations, including yield restrictions and rebate requirements.

Compensation

A base fee of $15,000 for up to $3,000,000.00 in principal amount of bonds;

$1,000 for every $1,000,000 from $3,000,000 to $20,000,000;

$750 for every $1,000,000 from $20,000,000 and above

Additional Services

In addition to the foregoing Basic Services, as Bond Counsel, Ramirez & Guerrero, L.L.P. is prepared to undertake the following Additional Services, as requested by the Issuer or Issuer's personnel who are responsible for the issuance, sale and delivery of the Obligations. Services rendered in connection with calling a bond election limited to preparing a bond election order, preparing an order for appointment of early voting and election personnel, preparing form notices of the election, preparing a letter request for pre-clearance under Section 5 of the Voting Rights Act, and providing advisory opinions to the Issuer related to calling and publicizing the election and to the appointment of early voting and election personnel will be billed at a flat fee of $3,000.00. The fee for any additional services which do not constitute direct bond counsel fees but are needed in connection with, resolving a legal issue, will be at an hourly rate of $200.00 or $175.00, depending on lawyer assigned.

Bond Counsel will be reimbursed for up to a maximum $1,000.00 of its reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, out-of-town travel, long distance telephone, telegraph, telex and similar expenses, deliveries, and for the actual cost of all items paid for by Bond Counsel on behalf of the Issuer, incurred in connection with the performance of all services hereunder. All of the expenses of Bond Counsel will be reasonable and expenses which may exceed $1,000.00 will be subject to prior approval of the Issuer. The Attorney General filing fees and the costs of printing the bonds will be the responsibility of issuer.

Payment to Bond Counsel for all services shall be payable only out of the proceeds of the sale of each series of the Obligations and shall be contingent upon the sale and delivery of each series of the Obligations during the term of this agreement.

The term of this agreement shall be for one year from the date of its approval by the Issuer, but shall be automatically extended for successive one year terms unless the Issuer gives us notice of termination during the last month of any term. Additionally, the Issuer may at any time terminate this agreement by giving us 30 days written notice of termination.

No provision of this agreement shall be deemed to be an agreement or undertaking of any member of the Commissioners Court or any official or employee of the Issuer, and no such member, official or employee shall be personally liable in connection herewith or be subject to any personal liability or accountability by reason of the terms hereof.

If this proposed agreement for the services of Ramirez & Guerrero, L.L.P. as Bond Counsel is satisfactory, please evidence your acceptance and approval by executing two copies in the space provided below.

Sincerely,

RAMIREZ & GUERRERO, L.L.P.

By: _____
JESUS RAMIREZ

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.
BY: _____
Stephen L. Crain

APPROVED AND ACCEPTED:

COUNTY OF HIDALGO

_____
Judge

_____
County Clerk

(SEAL)

Approved by Commissioners' Court
on 2/14/12 RO

APPROVED BY COMMISSIONERS COURT: 02/14/12

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 10, 2012 4:46 PM
To: 'Evangelina Garcia'
Subject: FW: Regular AI-30824 Purchasing

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, February 10, 2012 4:14 PM
To: 'Martha Salazar'
Subject: RE: Regular AI-30824 Purchasing

The engagement letter is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 10, 2012 3:44 PM
To: scrain@atlashall.com
Cc: 'Evangelina Garcia'
Subject: FW: Regular AI-30824 Purchasing
Importance: High

Mr. Crain:
Please read below plus attachment and review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, February 10, 2012 3:12 PM
To: 'Martha Salazar'
Subject: RE: Regular AI-30824 Purchasing

Marty:
Here you go, now this is the same letter of engagement that we currently have but was just updated because of the firm's address still reflecting the old address, so they just revised the letter to have the new address including the Judge's name.

This agenda item is requesting to renew another year pursuant to the same terms, rates and conditions.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 10, 2012 2:35 PM

AI-36776 **Purchasing Department 16. A. 4.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of ratification of request and notice by contracted vendor, Frontera Materials, approval of a "substitution" of service pits to reflect the Reavis Pit, located on FM 2221 (about 3 miles closer), as the new service site as of date of notice and thus avoid any work stoppage for the Precincts due to the expiration of their contract with the property owner thus eliminating the services of the flexible base crush caliche to be provided at the original awarded Vanderpool Pit site under the following contracts.

E-12-100-03-27 (Original Contract #C-10-088-04-27)-Pct. 2&3
E-12-100A-03-27 (Original Contract #C-10-088A-04-27)-Pcts. 1-3-4

BACKGROUND

Said contracts with Frontera Materials are on the last renewal and will expire on May 2, 2013 and has been assigned for the procurement process.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

Services are on an as needed basis. Funds not required until services are requested. See attached exp report for possible funding sources and availability of funds.

Possible funding obj. codes: 673 and 731.

Attachments

Notice from Frontera Materials

EXP REPORT

Form Review

Form Started By: Vangie Garcia Started On: 02/26/2013

Final Approval Date: 02/22/2013

FRONTERA
MATERIALS, INC.

P.O. BOX 1449 ELSA TX 78543

November 13, 2012

Re: Vanderpool Pit

Frontera Materials, Inc. no longer has caliche available at the Vanderpool Pit. Our contract with the property owner has expired; we may or may not have caliche available in the future at this location.

We do however have caliche available immediately at the Reavis Pit, located on FM 2221 (about 3 miles closer), which meets the same specifications and requirements as Vanderpool.

If you have any questions or comments, please call.

FRONTERA MATERIALS, INC.

Barry M. Ehlinger
Cell: 956-607-5965
bmefrontera@aol.com

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
3-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	10,000.00	.00	.00	.00	10,000.00	.00
3-1100-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	18,000.00	.00	.00	.00	18,000.00	.00
3-1100-452-00-122-008-0-731	PCT2 PARKS-ROADS	1,000.00	.00	.00	.00	1,000.00	.00
3-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	15,000.00	.00	.00	.00	15,000.00	.00
3-1200-431-00-121-005-0-673	PCT1 RD MAINT-R&B R&M SUPPLIES	34,308.05	16,000.00	.00	.00	18,308.05	46.64
3-1200-431-00-122-006-0-673	PCT2 RD MAINT-R&B R&M SUPPLIES	43,332.84	14,000.00	.00	.00	29,332.84	32.31
3-1200-431-00-122-006-0-731	PCT2 RD MAINT-ROADS	31,328.75	.00	.00	.00	31,328.75	.00
3-1200-431-00-122-062-0-731	PCT2 DICKER RD(23RD ST-JACKSON RD)-ROAD	133,745.30	.00	.00	.00	133,745.30	.00
3-1200-431-00-122-084-0-731	PCT2-MINNESOTA RD (I RD W-HUISACHE)-ROAD	21,204.22	21,204.22	.00	.00	.00	100.00
3-1200-431-00-122-767-0-731	PCT2 VAL BAR ESTATES-ROADS	.00	4,201.19	.00	.00	-4,201.19	.00
3-1200-431-00-123-005-0-673	PCT3 RD MAINT-R&B R&M SUPPLIES	85,000.00	25,586.80	.00	.00	59,413.20	30.10
3-1200-431-00-123-005-0-731	PCT3 RD MAINT-ROADS	78,000.00	.00	.00	.00	78,000.00	.00
3-1200-431-00-124-007-0-673	PCT4 RD MAINT-R&B R&M SUPPLIES	30,540.00	7,594.36	2,405.64	2,405.64	20,540.00	32.74
3-1200-431-00-124-007-0-731	PCT4 RD MAINT-ROADS	47,449.13	.00	.00	.00	47,449.13	.00
3-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	.00	.00	1,163.00	1,163.00	-1,163.00	.00
3-1312-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	.00	67,154.32	.00	.00	-67,154.32	.00
3-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST(MILE12-US83)-ROADS	.00	29,763.69	.00	.00	-29,763.69	.00

AI-37003 **16. A. 5.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Martha L. Salazar

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to assign an evaluation committee member for Commissioner Pct.4 for the purpose of evaluating the applications received for "Bank Depository Project"- for Hidalgo County and Drainage District #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact

Form Review

Form Started By: Yolanda Velasquez Started On: 02/26/2013

Final Approval Date: 02/22/2013

AI-37182 **Purchasing Department 16. A. 6.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion for appoval to clarify CC action taken on 02-05-13 in connection with (AI-36713-B nomination of three (3) Construction Manager Firms for Renovations to former Restitution Building located on M Road to house Pct. 4-all Field Directors) to place a subsequent agenda item for approval of the appointment/designation of Grading Committee Members as communicated CC members to the Purhasing Director with the only information to date received is from Pct. #4 with the name of Mr. Marcos Lopez:

a. Approval to permit Pct. #4's designee to score & grade the three (3) firms nominated on 2-05-13 (Prodigy, GAS & Dannenbaum); or,

b. Approve the assignment/designation of graders from all members of Commissioner's Court to complete the Grading Committee;

County Judge: _____;
Precinct #1: _____;
Precinct #2: _____;
Precinct #3: _____.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-419-40-220-047-0-452

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

BUDGETARY IMPACT:

Attachments

CC Mins-AI-36713-B-020513

Form Review

Form Started By: Letty Saenz Started On: 02/26/2013

Final Approval Date: 02/22/2013

SPECIAL MEETING - FEBRUARY 5, 2013

BERED, that on this 5th day of February A.D., 2013, there was begun and held a SPECIAL MEETING of the mmissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present,

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
February 5, 2013
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 the 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**
All members of the Court were counted present, with the exception of Commissioner Flores.

2. **Pledge of Allegiance**
Judge Garcia led the Court and Audience in Prayer.

3. **Prayer**
Virginia Townsend led the Court and Audience in Prayer.

4. **Approval of Consent Agenda**
The Court made moved to approve the Consent Agenda.

5. **Open Forum**
-Opal Billman discussed her false imprisonment and the ownership & beneficiary of her property.
-Judge Garcia requested a moment of silence in honor of Adela Cantu Partida, Judge Partida's mom, who has passed away.
-Virginia Townsend discussed the start time of Drainage District and Commissioners' Court Meeting, airing of Commissioners' Court Meeting fees, and County Policy on use of a Construction Manager.
-Fern McClaugherty discussed items 7.G, H & I, which pertained to vehicle accidents.
- Lydia Jefferies discussed damages to her mobile home while repairs were being made to it and asked for assistance in repairing her home.

6. **County Judge's Office:**

A. 1. Approval of appointment of interns from Business, Education and Technology Academy in Edinburg:
a. Marisela Prieto
b. Marcela Hernandez-Flores
c. Cecilia Garza
d. Juanita Isabel Rea

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote to approvethe appointment of interns and the Affiliation Agreement.
Vote : 4 - 0

2. Authorization for County Judge or authorized representative (Karina Cardoza, Public Affairs Director) to sign Affiliation Agreement for Internship-Preceptorship Program

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval to authorize the County Judge to sign the Affiliation Agreement.

Vote: 4 - 0 - Unanimously

B. Approval of request from the Rio Grande Valley Partnership for local contribution in the amount of $40,000 for the 2013 Regional Mobility Study.

NO ACTION taken on this item.

7. **Executive Officer - Valde Guerra:**

20. **Precinct #1 - Comm. Cuellar:**

A. Authorization to approve the naming of a private service road as recommended by the LRGVDC 9-1-1. PROPOSED Name: Diego SR

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval to name as Diego Service Road as recommended by 9-1-1.

Vote: 4 - 0 - Unanimously

B. Approval of appointment to the Hidalgo County Regional Mobility Authority Board of Directors, Effective Feb. 5, 2013

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote to approve the appointment of Mr. Josue Reyes to the RMA Board of Directors.

Vote: 4 - 0 - Unanimously

C. Authorization and approval to appoint Concepcion Villanueva, Melissa Perez, and Gilberto M. Hinojosa to the Emergency Services District #2 Board for the term of January 1, 2013 thru December 31, 2014 and Oscar Garza for the term of January 1, 2013 thru December 31, 2013 pursuant to Texas Health and Safety Code Section 775.034

NO ACTION taken on this item.

21. **Budget & Management - Sergio Cruz:**

A. **Budget Appropriations:**

1. Courthouse Security (1241):
Approval of 2013 appropriation of funds into Courthouse Security Fund (1241) in the amount of $1,500.00 to fund repairs of metal detector at Courthouse.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. Justice Court Technology (1242):
Approval of 2013 appropriation of funds into Justice Court Technology Fund (1242) in the amount of $410,492.91 to fund two phases of the Constable Automation Project.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

22. **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

NO ACTION taken on items 22.A.1 & 2. a, b & c.

3. a. Presentation of tabulation for action by CC to award to multiple vendors that submitted the lowest bid by category/item and meeting all specifications and requirements with approval of contract to multiple vendors for: "Pipes (Reinforced Concrete tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Polyvinyl Chloride (PVC) Pipe, Corrugated PVC, Steel Storm Sewer Pipes, Inlets, Manholes and Additional Miscellaneous Items" RFB 2013-025-01-09-YZV.

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.
Vote : 4 - 0

b. Requesting authority to re-advertise and approval of procurement packet (i.e., specifications, requirements, legal notice and draft contract etc.,) "Pipes (Reinforced Polyethylene Pipe, Corrugated PVC Storm Sewer Pipes, Corrugated Steel Storm Sewer Pipe, Plumbing Pipes and Additional Miscellaneous Items)" RFB 2013-025a-02-27-YZV.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

4. a. Requesting approval to exercise option to "terminate" agreement with Coca-Cola Refreshments USA, Inc. f/k/a Coca-Cola Enterprises Inc., by issuing the contractual stated thirty (30) day written notice under contract# C-12-031-09-18 for the purposes of "Vending Machine Services" (on an as needed basis) for the County of Hidalgo, due to non responsive and/or default by awarded successful vendor;

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.
Vote : 4 - 0

b. Requesting authority to advertise the Request for Proposals (RFP): “Vending Machine Services" (on an as needed basis) for Hidalgo County with approval of draft procurement packet (RFP No. 2013-000-00-00-SMA)

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

5. Presentation for discussion, consideration and applicable action of change order(s) request and ADA Plan Review including any other topic relevant to the modular buildings project due to proposed changes and in conjunction by Edinburg City Council/Fire Marshall/Sheriff's Office.

NO ACTION taken on this item.

6. Recommending award of bid and approval of contract to multiple bidders as attached hereto meeting all specifications and/or requirements as detailed and reflected in documentation attached for Bid No. 2012-198-11-07-SMA-Hidalgo County Sign Language Services for Hearing Impaired (Courtroom & Non-Courtroom)

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval, subject to legal review.

Vote: 4 - 0 - Unanimously

B. **Executive Officer**

1. Presentation for discussion, consideration and applicable action for the nomination of at least three (3) firms from the HC current approved "Pool" of "Construction Management Services" for the contracting of a vendor (after the selection protocol is completed" for the following projects:

Presentation by Martha Salazar.

a. Construction of the Renovations/Remodeling of the first and second floors of theformer Administration Bldg. located at 100 E. Cano, Edinburg, Texas through contractor, D. Wilson Construction and project architect, Alcocer/Garcia Associates Design Consultants; and/or

NO ACTION taken on this item.

b. Renovation of the former Hidalgo County Restitution Center located on Richardson/Schunior and M. Road for use by Precinct #4 and Others (as maybe determined);

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval to move forward on the project.
Vote : 4 - 0

c. Nominations:

1. Prodigy _____;

2. GAS _____;

3. Dannenbaum Engineering _____

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote to approve the Nominations as presented.

Vote: 4 - 0 - Unanimously

C. **Pct. 4**

1. Requesting approval of a "project title error" to Exhibit D-1 in connection to WA#2 (approved by CC 12/04/12) and as corrected and submitted by L & G Consulting Engineers, LLC d/b/a L & G Engineering in connection to contract #C-11-234-09-13 for "job specific project" - FM 1925 (Part II of Phase I) from Kenyon Road East to FM 907 (Old Alamo Road) within Hidalgo County Precinct No. 4.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

23. **Closed Session:**
On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval to go into Closed Session.
Vote : 3 - 0

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. Claim of Michael Navarro

D. Claim of Rodolfo Espinoza III

E. C-4070-12-F; Maricela Gutierrez v. County of Hidalgo and Joel Quintanilla

NO ACTION taken on items 23.A through E.

24. **Open Session:**

AI-36713 **Purchasing Department** **22. B. 1.**
CC REGULAR
Meeting Date: 02/05/2013
Submitted For: Valde Guerra **Submitted By:** Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

NO ACTION Presentation for discussion, consideration and applicable action for the nomination of at least three (3) firms from the HC current approved "Pool" of "Construction Management Services" for the contracting of a vendor (after the selection protocol is completed" for the following projects:

NO ACTION a. Construction of the Renovations/Remodeling of the first and second floors of theformer Administration Bldg. located at 100 E. Cano, Edinburg, Texas through contractor, D. Wilson Construction and project architect, Alcocer/Garcia Associates Design Consultants; and/or

b. Renovation of the former Hidalgo County Restitution Center located on Richardson/Schunior and M. Road for use by Precinct #4 and Others (as maybe determined);

c. Nominations:

1. PRODIGY;

2. GAS;

3. DANNENBAUM

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 3-1342-419-40-220-047-0-452
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$27,443.97 available in 2012 account and should be rolled over to the 2013 account as listed.

Attachments

Current Construction Management Pool

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	02/01/2013 08:47 AM
Budget & Management	Obdett Calzada	02/01/2013 11:01 AM
Dale Kennan	Dale Kennan	02/01/2013 02:05 PM
Auditor's Office	Angela Garcia	02/01/2013 05:09 PM

Form Started By: Marty Salazar Started On: 01/30/2013 04:59 PM
Final Approval Date: 02/01/2013

AI-36855 **Purchasing Department 16. B. 1.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted By: Rocio Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of professional service agreement with Harvey L. Heerssen d/b/a HLH Appraisal Services for the purposes of "Review of Appraisal Services" (on an as needed basis) for projects located with Hidalgo County Precinct No. 2 and (as selected for negotiations through County's protocol from the "POOL" of Appraisals by CC).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1315-431-00-122-028-0-711

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

BUDGETARY IMPACT:

Available funds as of 2/22/13 in 2012 account.
(Account is to be used on an as needed basis. Funding will be identified as projects are identified.)

Attachments

Service Agreement

Form Review

Form Started By: Rocio Villarreal Started On: 02/26/2013

Final Approval Date: 02/22/2013

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-13-033-02-26

THIS AGREEMENT is made effective the 26th day of February, **2013**, by and between the **County of Hidalgo, Texas** ("County") and **HARVEY L. HEERSSEN** d/b/a **HLH APPRAISAL SERVICES** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires review of appraisal services for: **"REVIEW OF APPRAISAL SERVICES" (on an as needed basis)** for projects located within **HIDALGO COUNTY PRECINCT No. 2**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing review of appraisal services; and

WHEREAS, County has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County ***"Review of Appraisal Services (on an as needed basis)*** for projects located within **Hidalgo County Precinct No. 2** as shown in Exhibit "A" attached hereto and entitled Services to be provided by the Appraiser. "***In the event the Appraiser does not provide the "Review of Appraisal Services" prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and "Review of Appraisal Services" is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the "Review of Appraisal Services" ordered, Appraiser must advise the Purchasing Department in written notice to authorize and to secure additional time to comply.

2. **Non-Exclusive Services of Appraiser.** Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Contract for a period of **one (1) year**, effective **February 26, 2013**, and will expire **February 25, 2014** or unless sooner terminated as provided herein. The Appraiser will not begin to work or incur costs until authorized in writing by the County with a **"Purchase Order".**

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to

submit periodic requests for payment within thirty days after completion of each purchase order. 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 of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being

performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser 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 the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the

County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B," (Basis for Payment.) If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting**. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. 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.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Appraiser 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 Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser 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. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Appraiser 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 department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract 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 Contract 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 contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified

only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

18. Venue. 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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Appraiser 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, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and

enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, 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.

21. Notices. Except as may be otherwise specifically provided in this Contract, 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 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 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Appraiser:	Harvey L. Heerssen d/b/a **HLH APPRAISAL SERVICES** 6107 Aberton Forest Drive Houston, Texas 77084

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 addressee or, if mailed, at such time as it is deposited in the Unites States mail.

22. Execution 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 Contract.

23. **Binding Contract.** This Contract 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 contract.

24. **Gender.** All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. **Authority.** The execution and performance of this Contract by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

26. **Commitment of Current Revenues.** In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Contract, the County may terminate this Contract upon thirty (30) days written notice to the Surveyor. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

EXECUTED, as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON THE: **February 12, 2013**

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By:_____
Stephen L. Crain

COUNTY OF HIDALGO, TEXAS

_____
Ramon Garcia, County Judge

APPRAISER: Harvey L. Heerssen d/b/a HLH APPRAISAL SERVICES

By:_____

Printed Name: Harvey L. Heerssen

Title:Owner

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A-1"
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 Appraisers Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-004-01-18-YZV

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/yzv

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 Appraisers Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2012-004-01-18-YZV

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2.	Request for Qualifications, Legal Notice	9
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7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	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 Appraisers Services Pool"

RFQ NO: 2012-004-01-18-YZV

Acceptance Due Date: **January 18, 2012**

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

Project Buyer Contact Information:

Yolanda Velasquez, Buyer II
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisers 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 – 2012-004-01-18-YZV"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Appraisers 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 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 Appraisers 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 78539CHidalgo 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 Appraisers 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: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

" PROFESSIONAL APPRAISERS SERVICES POOL"

RFQ Nº 2012-004-01-18-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool 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 Real Estate Appraisers will be for **February 09, 2012 and ending February 08, 2013.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL APPRAISERS 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 (3) 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:
Respondent 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's 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) 292-76120or via e-mail: yolanda.velasquez@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 respondents 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 Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

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 the state seal
   2) History certification from the Texas Appraiser Licensing & Certification Board.
   3) General list of property types appraised within the past year.

C. List of 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.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

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 and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers should include copies of their Professional Liability Insurance.

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.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) ***Responsiveness:*** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County

   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** **25 points**

   a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser 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 Real Estate Appraiser 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) 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;

EXHIBIT "B"

EVALUATION CRITERIA
PROFESSIONAL APPRAISERS SERVICES POOL
RFQ No. 2012-004-01-18-YZV

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. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

EXHIBIT "B"

EVALUATION CRITERIA
PROFESSIONAL APPRAISERS SERVICES POOL
RFQ No. 2012-004-01-18-YZV

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL** _____
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		**TOTAL** _____
3. **STAFFING**------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		**TOTAL**
Total Score		

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.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). 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	$
					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 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					

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"

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

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 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
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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 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: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt 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.:

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 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)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ 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) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 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

		–							

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** ▶ | **Date** ▶

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 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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISERS SERVICES POOL

RFQ No.: 2012-004-01-18-YZV

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

_____ 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 Original, 7 Copies, and 2 CD's containing a complete copy of Response.

_____ _____

SIGNATURE DATE

EXHIBIT "A"
SERVICES TO BE PROVIDED BY APPRAISER

EXHIBIT A
"SERVICES TO BE PROVIDED BY APPRAISER"

HLH APPRAISAL SERVICES

Specializing in Appraisal Review of Road and Drainage Projects

January 18, 2013

Ms. Rocio Villarreal
Contracts Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539

RE: "Review of Appraisal Services" on an as needed basis for projects located within Hidalgo County Precinct No. 2.

Dear Ms. Villarreal:

This letter is in reference to your recent request regarding my Scope of Services, Proposed Rate/Fee Schedule and Current Insurance Certificates to begin the negotiation process for a "Professional Services Agreement" in connection for **"Review of Appraisal Services" on an as needed basis for projects located within Hidalgo County Precinct No. 2**

The Scope of Work Services for this appraisal review assignment is to prepare appraisal review reports of appraisal reports prepared by the primary appraiser on projects within Hidalgo County Precinct No. 2 on an as needed basis. This is necessary to complete a Professional Services Agreement with Hidalgo County.

More specifically, the scope of work also includes (1) to physically inspect the project and each parcel from the road right of way, (2) to review each appraisal report for USPAP compliance, and (3) to prepare and submit electronically an appraisal review submission for each parcel to the Hidalgo County Right of Way Department, Precinct No. 2.

My fee schedule for this project is $450.00 for each appraisal review report of each parcel. My commitment is to complete all appraisal review reports within the time line requested and specified by Hidalgo County, Precinct No. 2. Additionally, if any updated appraisal reviews are necessary, an update will be accomplished for the reduced fee of $225.00.

My insurance is current as I have the Professional Liability (Errors and Emissions), General Liability, and Commercial Auto in compliance with Hidalgo County requirements. These certificates are attached along with a Workers Compensation Affidavit stating that I am a sole proprietor and have no employees working for me.

Please advise if any additional information is needed. Thank you.

Sincerely,

Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

6107 Aberton Forest Drive, Houston, TX. 77084. 281-799-5652. heerssen@sbcglobal.net

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT B
"FEE SCHEDULE"

HLH APPRAISAL SERVICES

Specializing in Appraisal Review of Road and Drainage Projects

January 18, 2013

Ms. Rocio Villarreal
Contracts Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539

RE: "Review of Appraisal Services" on an as needed basis for projects located within Hidalgo County Precinct No. 2.

Dear Ms. Villarreal:

This letter is in reference to your recent request regarding my Scope of Services, Proposed Rate/Fee Schedule and Current Insurance Certificates to begin the negotiation process for a "Professional Services Agreement" in connection for **"Review of Appraisal Services" on an as needed basis for projects located within Hidalgo County Precinct No. 2**

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Sincerely,

Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

6107 Aberton Forest Drive, Houston, TX. 77084. 281-799-5652. heerssen@sbcglobal.net

EXHIBIT "C"
INSURANCE REQUIREMENTS

AFFIDAVIT & INDEMNITY AGREEMENT

Date: November 15, 2012

Affiant: Harvey L. Heerssen

Affiant on oath swears that the following statements are true and are within the personal Knowledge of Affiant.

Affiant Harvey L. Heerssen is a sole proprietor doing business as

HLH Appraisal Services with Hidalgo County. Affiant will provide service for all of Hidalgo County.

Affiant further states that he has no employees and does not anticipate employing any. In the event Affiant does employ any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not

Harvey L. Heerssen

Printed Name of Affiant: Harvey L. Heerssen

SWORN AND SUBSRIBED TO UNDER OATH BEFORE ON November 15, 2012

Notary Public, State of Texas

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

Allstate. You're in good hands.

DATE (MM/DD/YYYY) 09/14/2012

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

THE PISANI AGENCY
8588 HIGHWAY 6 N
HOUSTON, TEXAS 77095

CONTACT NAME: ADAM PISANI
PHONE (A/C, No, Ext): 281-855-7115 FAX (A/C, No): 281-855-1097
E-MAIL ADDRESS: ADAMPISANI@ALLSTATE.COM

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	ALLSTATE INS CO	
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

HARVEY L HEERSSEN DBA HLH APPRAISAL SERVICES
6107 ABERTON FOREST DR
HOUSTON, TEXAS 77084

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			048963714 BAP	04/16/2012	04/16/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	☐ 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	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2010 FORD F150
1FTEW1C87AFD03660
COUNTY OF HILDAGO SHALL BE NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

HILDAGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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HEERHA1 OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/18/12

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.

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PRODUCER Stanley McDonald Agency IL Inc 2018 State Road P.O. Box 1446 La Crosse, WI 54602-1446 David R. Mc Donald 608-788-6160 608-788-7012	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Mr. Harvey L Heerssen dba HLH Appraisal Services 6107 Aberton Forest Drive Houston, TX 77084	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Hartford Accident & Indemnity — 22357 INSURER B: United National Insurance Co. INSURER C: 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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			41SBMZP3811	04/14/12	04/14/13	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	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	$ $ $
B	Prof Liab Claims Made			ROW0000090 RETOR DATE 4/14/2010	04/14/12	04/14/13	Each Clm Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Professional Services Definition: Right of Way services including property identification, negotiation, acquisition and real estate appraisals, appraisals under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and related state regulations, relocation and property/project management and appraisal review

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
New Administrative Building
2812 S Highway Bus. 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-37093 **Purchasing Department** **16. B. 2.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted By: Moises Salazar,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final construction contract documents (awarded by CC-12-28-12) with REIM Consturction, Inc. in the total amount of $122,158.25 for: "Hidalgo County Precinct No. 2 -Minnesota Road West of I Road Paving Improvements (C-12-273-12-28)."

BACKGROUND

Refer to P.O. Requisition# 231910 -Contract approved as to form by Legal Counsel

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** VARIOUS ACCTS.

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

BUDGETARY IMPACT:

3-1200-431-00-122-084-0-731

3-1200-431-00-122-084-0-841

We are pending an appropriation in the amount of $200,000 (AI-37156 -CC 2/26/13).
Note: The funds were already budgeted for this project in 2012 but since they were not encumbered have closed out to fund balance.

Attachments

Contract with REIM Constr. Pct. 2 -Minnesota Rd W. of I Rd Proj.

Award Agenda 12/28/12

Form Review

Form Started By: Moises Salazar Started On: 02/26/2013

Final Approval Date: 02/22/2013

FORMS OF CONTRACT, BONDS AND BID PROPOSALS

FOR

HIDALGO COUNTY PRECINCT NO. 2

MINNESOTA ROAD WEST OF "I" ROAD
PAVING AND DRAINAGE IMPROVEMENTS

CONTRACT NO. C-12-273-12-28



PREPARED BY:

PE
01/11/13

RAUL E. SESIN, P.E., PROJECT ENGINEER
HIDALGO COUNTY PLANNING DEPARTMENT
1304 S. 25th STREET
EDINBURG, TEXAS 78539

Hidalgo County Precinct No. 2
Minnesota Road West of I Road Paving and Drainage Improvements
Contract No.: C-12-273-12-28

TABLE OF CONTENTS

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) Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond
11) **Exhibit C** -Insurance Requirements
12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition
    Exhibit A General Notes
    a. Technical Specifications

16) **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

17) **Exhibit D Border Wage Rates**
    a. Government code Ch 2258
    b. Prevailing Wage Rate
    c. Davis Bacon

18) **Exhibit E**
    a. Change Order
    b. Payment of Application
    c. Estimate Quantity Update
    d. Schedule of Values
    e. Contract Time Statement
    f. List of Suppliers
    g. Partial Release of Lien
    h. Contractor's Affidavit of Payment of Debts and Claims
    i. Prevailing Wage Rates Certificate Statement
    j. Certificate of Construction Completion
    ~~k.~~ Contractor's Affidavit of Release of Liens
    l. Quantity Work Sheet

19) Construction Identification Sign

PURCHASING DEPARTMENT
County Of Hidalgo

January 3, 2013

Mr. Miguel A. Ramos, President
REIM Construction, Inc.
9612 N. Stewart Rd.
Mission, TX 78573

RE: BID AWARD NOTICE
Hidalgo County Precinct No. 2 – "Minnesota Road West of I Road Paving and Drainage Improvements Project" (Project No.: 2012-273-11-21-MSS)

Dear Mr. Ramos,

Congratulations! This is to notify you that pursuant to action taken at the regular Commissioners' Court meeting on December 28, 2012, the Base Bid, for the above-mentioned project was awarded to your company in the total amount of $122,158.25.

Our next step will be to complete and execute a contract. Five original copies of the contract will have to be distributed. For this purpose, you will have to provide Payment and Performance Bonds (in five original sealed copies), your acord certificate of insurance with required coverages, vendor's bidder information, etc.

We need to proceed with this project as soon as possible; therefore, we are requesting for you to contact the office of the project engineer: Mr. Raul Sesin, P. E., Hidalgo County Planning Department at 956-318-2842 at your earliest convenient time for additional forms and information required.

We sincerely appreciate your time and interest in participating with Hidalgo County projects. Should you have any questions, please contact our office at 318-2626 or send an e-mail moises.salazar@co.hidalgo.tx.us . Thank you.

Sincerely,

Moises Salazar, Buyer III
Hidalgo County Purchasing Department

REQUEST FOR
SEALED BIDS (RFB)

TO SUPPLY HIDALGO COUNTY with sealed bids for the following Construction Project:

Request for Sealed Bids (RFB)	2012-273-11-21-MSS	-HIDALGO COUNTY PRECINCT NO. 2- "Minnesota Road West of I Road Paving and Drainage Improvements Project"

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: **Hidalgo County Planning Department,** Raul Sesin, P.E., 1304 S. 25th St., Edinburg, TX 78539, Ph. (956) 318-2842.

PRE-BID CONFERENCE is scheduled for Tuesday, November 13, 2012 at 3:00 P.M. at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM-2802 S. Business Hwy 281, EDINBURG, TEXAS 78539

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $100,000.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

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

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 p.m. on Wednesday, November 21, 2012** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the most current federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

Typed-written RFI's shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by November 14, 2012. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 3rd day of April, 2012.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT NO. 2

-"Minnesota Road West of I Road Paving and Drainage Improvements Project"

RFB NO: 2012-273-11-21-MSS

Acceptance Date: **November 21, 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

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 2-MINNESOTA ROAD WEST OF I ROAD PAVING AND DRAINAGE IMPROVEMENTS PROJECT"** 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-2012-273-11-21-MSS- HIDALGO COUNTY PRECINCT NO. 2-MINNESOTA ROAD WEST OF I ROAD PAVING AND DRAINAGE IMPROVEMENTS PROJECT"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, November 21, 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 -2012-273-11-21-MSS- HIDALGO COUNTY PRECINCT NO. 2 -MINNESOTA ROAD WEST OF I ROAD PAVING AND DRAINAGE IMPROVEMENTS PROJECT".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project engineer: Raul Sesin, P.E., Hidalgo County Planning Department to the attention of, *Nora D Cavazos at nora.cavazos@hchd.org* . Please call 956-318-2842 to confirm receipt RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by November 14, 2012. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

   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

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. Costs are to be net F.O.B., County Prepaid.

12. 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.

13. 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.

14. 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.

15. 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

16. 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 - **BID-2012-273-11-21-MSS- HIDALGO COUNTY PRECINCT NO. 2-"MINNESOTA ROAD WEST OF I ROAD PAVING AND DRAINAGE IMPROVEMENTS PROJECT"** 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:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**November 13, 2012**
Bid Opening,	**3:00 PM**	**November 21, 2012**
Award of Contract		_____, 2012
Commence Work or Deliver Products		_____, 2012

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

18. 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 $100,000.

. 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.

19. 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.

- 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.

20. 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.

21. 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.

22. 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

23. 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- 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.

24. 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.

25. 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.

26. 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.

27. 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 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 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.

28. 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.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

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.

Bid
for

HIDALGO COUNTY PRECINCT NO. 2

"MINNESOTA ROAD WEST OF I ROAD PAVING AND DRAINAGE IMPROVEMENTS PROJECT"
BID-2012-273-11-21-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 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: REM Construction Inc.
Address: 9012 N. Stewart Rd. Mission TX 78573
By: [signature]
Printed Name: Miguel A. Ramos
Title: President

(This page must be submitted in response)

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 2 (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 **Wednesday,** November 21, 2012 at 3:00 PM ~~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 # 2.

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 forms and Certification by Bidder and/or 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):
Project Name: Hidalgo County Precinct No. 2 – Minnesota Road West of I Road Paving and Drainage Improvements
Project Number: 2012-273-11-21-MSS

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 evidence 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.

6. 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.

7. 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.

8. 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 **60** **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.

9. 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.

10. 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 via e-mail to moises.salazar@co.hidalgo.tx.us or via fax to (956) 292-7612 addressed to Martha L. Salazar, Purchasing Agent, 2802 S. Business Hwy. 281, Edinburg, TX 78539 attn: Moises Salazar, Buyer 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.

11. 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.

12. 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.

13. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

14. 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.

15. 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.

16. 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

17. 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.

BID TAB
HIDALGO COUNTY PRECINCT No. 2
PROJECT #
MINNESOTA ROAD WEST OF I RD. ROAD AND DRAINAGE IMPROVEMENTS

SAMPLE

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	*34.33*	*STA*	*PREPARING ROW*	*THREE HUNDRED Dollars* / *FIFTY Cents*	*$300.50*	*$6,271.44*

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
			BASE BID			
1	5,627	SY	PRIME COAT (MC-30) ENTIRE BASE AND LEAVE IT READY FOR HMAC INSTALLATION (ESTIMATED 1,126.0 GAL.)	One Dollars / Twenty Cents	1.20	6,752.40
2	6,561	SY	8" COMPACTED CALICHE (LABOR ONLY)	Two Dollars / Twenty Cents	2.20	14,434.20
3	6,561	SY	TENSAR TX 5 TrIAx GEOGRID	Three Dollars / Eighty Cents	3.80	24,931.80
4	6,561	SY	EXCAVATE, TREAT WITH 2% LIME AND REWORK EXISTING ROAD SECTION TO ACHIEVE PROP 28.0' SUBGRADE	Four Dollars / Thirty Five Cents	4.35	28,540.35
5	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION.	Four thousand Five hundred Fifty two Dollars / NO Cents	4,552.00	4,552.00
6	1	LS	REGRADE ROADSIDE DITCH AND RE-LAY EXISTING CULVERT PIPES	Eight thousand Nine Hundred Nine Dollars / NO Cents	8,909.00	8,909.00
7	1	LS	THERMOPLASTIC PERMANENT PAVEMENT MARKINGS INCLUDING BUT NOT LIMITED TO 4" YELLOW SOLID AND CENTER LINES, 4" WHITE EDGE LINE, 24" WHITE STOP LINE, LEFT HAND TURN ARROWS WITH WORDING, TYPE I-C OR II-C-R AND TYPE IIAA RAISED PAVEMENT MARKERS, AND 24" YELLOW SOLID LINES AND TRAFFIC DIRECTION ARROWS	Six thousand One Hundred Ninety Dollars / NO Cents	6,190.00	6,190.00
8	1	LS	TRAFFIC CONTROL	Six thousand Seven hundred Ten Dollars / NO Cents	6,710.00	6,710.00
9	355	SY	4" ASPHALT DRIVEWAYS	Forty Seven Dollars / NO Cents	47.00	16,685.00

10	92	SY	4" CONCRETE DRIVEWAYS	Thirty Five	Dollars	35.75	3,289.00
				Seventy Five	Cents		
11	34	LF	18" RCP CL III DRIVEWAY CULVERT PIPE	Thirty Four	Dollars	34.25	1,164.50
				Twenty Five	Cents		

Base Bid Price In Words		Bid In Figures
One hundred Twenty two thousand One hundred Fifty eight	Dollars	$ 122,158.25
Twenty Five	Cents	

ADD ALTERNATE No. 1 BID

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words		Unit Price In Figures	Total Extension In Figures
1	5,627	SY	2" HMAC TYPE "D"	Ten	Dollars	10.50	59,083.50
				Fifty	Cents		

Add Alternate No. 1 Bid Price In Words		Bid In Figures
Fifty Nine Thousand Eighty three	Dollars	$ 59,083.50
Fifty	Cents	

Total Bid Price In Words (Base Bid)		Bid In Figures
One hundred Twenty two thousand One hundred Fifty Eight	Dollars	$ 122,158.25
Twenty Five	Cents	

Total Bid Price In Words (Alternate #1)		Bid In Figures
Fifty Nine thousand Eighty three	Dollars	$ 59,083.50
Fifty	Cents	

STA - STATION
LS - LUMP SUMP
LF - LINEAR FEET
EA - EACH
SY - SQUARE YARD(S)

BIDDER/COMPANY NAME: REIM Construction Inc.
ADDRESS: 9612 N. Stewart Rd. Mission TX 78573
PHONE NUMBER: (956) 580-2675
AUTHORIZED SIGNATURE:
PRINTED NAME: Miguel A. Ramos
TITLE: President

11-28-12

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid **60** calendar days.

Enclosed with this Proposal is a Cashier's check or Certified Check for N/A N/A Dollars (N/A) or a Bid Bond in the Sum of 5% Six thousand One hundred Ten Dollars ($6,110.00), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals 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	11-26-12	MR.	#2		
#3			#4		

Respectfully submitted,

REM Construction Inc.
Name of Firm

By: [signature] 11-21-12
Signature Date

President
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

9612 N. Stewart Rd.
Address

Mission TX 78573

(956) 580-2675
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: [signature]

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, REIM Construction, Inc.

9612 Stewart Rd, Mission, Texas 78573

_____ as Principal, hereinafter called the Principal,

and the Continental Casualty Company ,

of 333 S. Wabash Ave., Chicago, IL 60604 , a corporation duly organized under

the laws of the State of Illinois , as Surety, hereinafter called the Surety, are held and firmly bound unto

Hidalgo County as Obligee, hereinafter called the Obligee,

in the sum of *** FIVE PERCENT OF TOTAL AMOUNT BID ***

Dollars (5% TAB) , 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

Minnesota Road West of "I" Road Paving and Drainage Improvements

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 21st day of November, 2012.

Witness

REIM Construction, Inc. (Seal)
Principal

President
Title

Witness

Continental Casualty Company

By Betty J. Reeh
Betty J. Reeh Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Pat J Moore, Gary W Wheatley, Bryan K Moore, Clark D Fresher, Betty J Reeh, Individually, of San Antonio, TX
Michael D Hendrickson, Jennifer J Clark, Individually, of Irving, TX

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 6th day of June, 2012.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 6th day of June, 2012, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2015

J. Mohr — Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 21st day of November, 2017.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult — Assistant Secretary

Form F6853-4/2012

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at:

CNA Surety
333 South Wabash
Chicago, IL 60604

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-Mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

Form F8277

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company:

CNA Surety
333 South Wabash
Chicago, IL 60604

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. _____ _____.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
333 South Wabash
Chicago, IL 60604

Telephone: (312) 822-5000

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-12-273-12-28

This Agreement, entered into this **28th** day of **December**, 2012 by and between **Hidalgo County** (hereinafter called the "OWNER," and, **Reim Construction, Inc.** (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:

Hidalgo County Precinct No. 2 "Minnesota Road West of I Road Paving and Drainage Improvements"

Hereinafter called the project, for the sum of **One Hundred Twenty Two Thousand One Hundred Fifty Eight Dollars and twenty five cents ($122,158.25)** 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 Technical Specifications, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by County of Hidalgo, Raul E. Sesin, P.E., 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 **60 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 five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON; _____, 2013.

CONTRACTOR: _____
Print Name & Title: Miguel A. Ramos President
Name of Firm: REIM Construction
Address: 9612 Stewart Rd. Mission TX 78572

Fed I.D. #/SS #: ~~14277222~~ MAR 260-477-105

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ~~Feb~~ 01 day of ~~01~~ Feb, 2013, by Miguel A. Ramos (Title) Of and on behalf of REIM Const. (A corporation)

_____
Notary Public-Signature

MARIA D. CERDA
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

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)

Miguel A. Ramos, being first duly sworn, deposes and says that:

(1) He is President, of REM Construction Inc 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 attached 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.

YADIRA YVETTE GARCIA NOTARY PUBLIC STATE OF TEXAS EXPIRES JUNE 18, 2013

(Signed) Miguel A. Ramos

President.
(Title)

Subscribed and sworn to before me on this 21st.

Day of November, 2012.

Yadira Yvette Garcia

Secretary

Title

TEXAS STATUTORY PAYMENT BOND (PUBLIC WORKS)
BOND NO. 929565622

KNOW ALL MEN BY THESE PRESENTS:

THAT, REIM Construction, Inc., (hereinafter called the Principal), as Principal, and **Continental Casualty Company**, a corporation organized and existing under the laws of the State of **Illinois**, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto **Hidalgo County** , (hereinafter called the Obligee), in the amount of **ONE HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED FIFTY-EIGHT AND 25/100THS** Dollars (**$122,158.25**) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 28th day of December, 2012, for **Minnesota Road West of "I" Road Paving and Drainage Improvements**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 7th day of February, 2013

PRINCIPAL: **REIM Construction, Inc.**

BY: _____

SURETY: **Continental Casualty Company**

BY: _____
Betty J. Reeh, Attorney-In-Fact

TEXAS STATUTORY PERFORMANCE BOND (PUBLIC WORKS)
BOND NO. 929565622

KNOW ALL MEN BY THESE PRESENTS:

THAT, REIM Construction, Inc., (hereinafter called the Principal), as Principal, and **Continental Casualty Company**, a corporation organized and existing under the laws of the State of **Illinois**, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto **Hidalgo County** , (hereinafter called the Obligee), in the amount of **ONE HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED FIFTY-EIGHT AND 25/100THS** Dollars **($122,158.25)** for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 28th day of December, 2012 , for **Minnesota Road West of "I" Road Paving and Drainage Improvements**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 7th day of February, 2013

PRINCIPAL: **REIM Construction, Inc.**

BY: _____

SURETY: **Continental Casualty Company**

BY: _____
Betty J. Reeh, Attorney-In-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Pat J Moore, Gary W Wheatley, Bryan K Moore, Clark D Fresher, Betty J Reeh, Individually, of San Antonio, TX
Michael D Hendrickson, Jennifer J Clark, Individually, of Irving, TX

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 1st day of February, 2013.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of February, 2013, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2015

J. Mohr — Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 7th day of February, 2013.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult — Assistant Secretary

Form F6853-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

Figure: 28 TAC §1.601(a)(3)

1 **IMPORTANT NOTICE**

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at:

CNA Surety
333 South Wabash
Chicago, IL 60604

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-Mail: ConsumerProtection@tdi.state.tx.us

7 **PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 **ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

Form F8277

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company:

CNA Surety
333 South Wabash
Chicago, IL 60604

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. 929565622 _____.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
333 South Wabash
Chicago, IL 60604

Telephone: (312) 822-5000

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, Miguel A. Ramos, authorized representative for REIM Construction Inc.
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: $

☑ have already been met, see attached copy of insurance certificate.

Miguel A. Ramos
Authorized Representative

11-21-12
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

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Miguel A. Ramos, 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 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

11-21-12
Date

REM Construction Inc.
Company

9612 N. Stewart Rd.
Address

Mission TX 78573
City, State, Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/30/2013

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: Kris Spaeth
IBTX Risk Services SAT 5726 Hausman Road Suite 100 San Antonio TX 78249	PHONE (A/C, No, Ext): (210) 696-6688 FAX (A/C, No): (210) 697-8414 E-MAIL ADDRESS: service@ib-tx.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Valley Forge Insurance Company	20508
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED (956) 580-2875
REIM Construction, Inc. 9612 Stewart Rd Mission TX 78573

COVERAGES **CERTIFICATE NUMBER:** Cert ID 13421 **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: [ ] POLICY [X] PRO-JECT [ ] LOC			5082720560	1/1/2013	1/1/2014	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 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			5082720574	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			5082720543	1/1/2013	1/1/2014	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	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		5082720557	1/1/2013	1/1/2014	[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)

The General Liability and Automobile policies include a blanket automatic additional insured endorsement [GL form CG140331; CA20480299] that provides this feature 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 Comp policies include blanket automatic waiver of subrogation endorsement [CG18652-1; CA20890604; WC420304A] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status. Primary Noncontributory wording per endorsement [Form #CG140331]. Cancellation see attached [Ford CG 02 051204; G56015B; WC 420601] RE: Minnesota Road West I Road Drainage Improvements Project.

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

Joseph H. Clayton

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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 County of Hidalgo, Raul E. Sesin, P.E.

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 employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

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.

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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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The Associated General Contractors of America

Construction Specifications Institute

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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 performance 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

GENERAL NOTES

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT NO. 2 AND CITY OF PHARR.

2. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE EASEMENTS, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

3. CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. RICHARD GARCIA WITH NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C.) @ (956) 383-161848 AND MR. ALFREDO ORTIZ WITH CITY OF PHARR UTILITIES @ (956) 787-7951 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 383-1618 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.

4. CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1-800-DIG-TESS).

5. CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. BERT WESSLING WITH HIDALGO COUNTY IRRIGATION DISTRICT No. 2 (H.C.I.D. No. 2) 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ 956.787.1422 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.

6. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.

7. AS DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL INSTALL APPROPRIATE TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE TMUTCD LATEST EDITION, AND AS APPROVED BY THE ENGINEER.

8. ALL MATERIALS AND DEBRIS, EXCEPT ROADWAY SECTION, RESULTING FROM DEMOLITION IN PREPARATION FOR THE PROPOSED IMPROVEMENTS SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THESE MATERIALS AND DEBRIS SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED.

9. CONTRACTOR SHALL AT ALL TIME PROVIDE ACCESS TO EXISTING RESIDENCES.

10. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

11. NO OPEN EXCAVATION SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED. AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING; ¾ PLYWOOD, WOOD PLANKING WITH O.S.H.A. ORANGE PLASTIC EXPANDED MESH BARRIER AROUND PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.

12. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE

GENERAL NOTES

PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.

13. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN, CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.

14. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED.

15. CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE UTILITY COMPANY TO RELOCATE OR DIVERT ANY UTILITY IN CONFLICT WITH PROPOSED CONSTRUCTION SO AS NOT TO DISRUPT SERVICE OF IT. CONTRACTOR SHALL RESTORE, RELOCATED, OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION.

16. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.

17. CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHT-OF-WAYS OF THE CITY, COUNTY, OR STATE.

18. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS.

19. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).

20. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESS IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO SAID SERVICES.

21. CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AREA BETWEEN BACK OF CURB AND RIGHT OF WAY TO HAVE POSITIVE FLOW TO PROPOSED TOWER ROAD.

22. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, IRRIGATION AND ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

GENERAL NOTES

23. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.

24. THE CONTRACTOR SHALL REMOVE FROM THE PROJECT AREA ALL SURPLUS MATERIAL. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED OTHERWISE. SURPLUS MATERIALS FROM EXCAVATION INCLUDING DIRT, ENTRANCE CULVERTS, TRASH, ETC., SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT No 2. THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY PRECINCT No 2. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT OWN COST.

25. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND SUBMITTAL OF THE TRENCH EXCAVATION PROTECTION PLAN. CONTRACTOR SHALL SUBMIT CONSTRUCTION DETAILS AND DESIGN CALCULATIONS BEARING THE SEAL OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS BEFORE CONSTRUCTING THE SHORING AND/OR UTILIZING A TRENCH PROTECTION SYSTEM (BOX). THE ENGINEER RESERVES THE RIGHT TO REJECT DESIGNS NOT MEETING THE REQUIREMENTS OF SECTION ITEM 402 AND 403.

26. NEW CALICHE MATERIAL GRADATION SHALL BE ARGILLACEOUS LIMESTONE, CALCAREOUS OR CALCAREOUS CLAY PARTICLES, WITH OR WITHOUT STONE CONGLOMERATE GRAVEL, SAND OR GRANULAR MATERIAL:

27. EXISTING CALICHE TO BE EXCAVATED AND STOCKPILED. SAID EXISTING SECTION SHALL BE USED IN THE BOTTOM HALF OF THE ROAD AND SHALL BE CONSTRUCTED FROM EXCAVATED AND STOCKPILED CALICHE WITH THE COMBINATION OF EXISTING AND NEW TO ATTAIN THE REQUIRED 8 IN. DEPTH. 8 IN. BASE SHALL HAVE A MINIMUM OF 4 IN. NEW CALICHE AT THE TOP OF THE BASE SECTION. THE PRODUCT OF THE CRUSHED ASPHALT PAVEMENT (MAX 2" PIECES IN SIZE) AND SALVAGE CALICHE SHALL BE TREATED WITH TWO(2) PERCENT LIME BY DRY WEIGHT OF SALVAGE MATERIAL. SAID FILL SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE LIME TREATMENT OF THE EXISTING SECTION, SUB-GRADE FILL AND CROSS-SLOPE ROADSIDE DITCH GRADING ITEMS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM AND SHALL BE REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

28. COUNTY WILL PROVIDE CALICHE MATERIAL AND CONTROL POINTS (BENCHMARK AND PROPERTY CORNERS) FOR THE WORK TO BE PERFORMED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING, INCLUDING BUT NOT LIMITED TO HORIZONTAL & VERTICAL GRADE CUTS FOR CURB & GUTTER AND ROADWAY. BASE AND SUB GRADE SHALL HAVE A MINIMUM CROSS SLOPE OF 2.5%. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EXCESS CALICHE TO THE BASE THAT WOULD REQUIRED MORE THAN 8" OF CALICHE BASE DUE TO OVER EXCAVATIONS OF THE BASE & SUB GRADE.

29. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING EXISTING TRAFFIC SIGNS (STOP SIGNS, ROAD NAMES, ETC.) TO COMPLETE ROAD AND DRAINAGE IMPROVEMENTS AND REPLACE WITH PROPER FOUNDATION IN ACCORDANCE

Technical Specifications

TECHNICAL SPECIFICATIONS

ABBREVIATIONS AND DEFINITIONS ..... SECTION 00101

PRELIMINARY MATTERS ..... SECTION 00102

TESTING LABORATORY SERVICES ..... SECTION 00104

AVAILABILITY OF LANDS, PHYSICAL

CONDITIONS & REFERENCE POINTS ..... SECTION 00105

SUSPENSION OF WORK AND TERMINATION ..... SECTION 00106

WORK BY OTHERS ..... SECTION 00107

CONTRACTOR'S RESPONSIBILITIES ..... SECTION 00108

SOILS AND SUBSURFACE INVESTIGATION ..... SECTION 00113

PREPARATION OF RIGHT OF WAY ..... SECTION 02101

CLEARING & GRUBBING ..... SECTION 02102

SUBGRADE PREPARATION ..... SECTION 02210

TRENCH EXCAVATION, BACKFILL & COMPACTION ..... SECTION 02221

UNCLASSIFIED STREET EXCAVATION ..... SECTION 02225

EXCAVATION ..... SECTION 02230

LIME STABILIZATION ..... SECTION 02240

EMBANKMENT ..... SECTION 02236

REMOVAL OF CONCRETE ..... SECTION 02238

CONCRETE PIPE ..... SECTION 02572

MANHOLES ..... SECTION 02575

STORM SEWER APPURTENANCES ..... SECTION 02580

FLEXIBLE BASE ..... SECTION 02601

PRIME COAT ..... SECTION 02610

HOT MIX ASPHALT CONCRETE PAVEMENT ..... SECTION 02612

STABILIZED AGGREGATE LAYER PAVED ROADWAY APPLICATIONS..... SECTION 02615

TACK COAT..... SECTION 02620

CONCRETE CURB & GUTTER AND VALLEY GUTTER..... SECTION 02660

FLAT WHEEL ROLLING..... SECTION 02780

PNEUMATIC TIRE ROLLING..... SECTION 02782

TAMPING ROLLING..... SECTION 02784

PROOF ROLLING..... SECTION 02786

CAST IN PLACE CONCRETE..... SECTION 03300

CONCRETE ADMIXTURES..... SECTION 03320

DRIVEWAY REPAIRS..... SECTION 03336

CONSTRUCTION TRAFFIC CONTROL..... SECTION 09100

EXCAVATION BACKFILL FOR STRUCTURES.....SECTION ITEM 400

TRENCH PROTECTION SYSTEM.....SECTION ITEM 402

TEMPORARY SPECIAL SHORING.....SECTION ITEM 403

CONCRETE STRUCTURES.....SECTION ITEM 420

PORTLAND CEMENT CONCRETE.....SECTION ITEM 421

REINFORCED STEEL.....SECTION ITEM 440

CONCRETE BOX CULVERTS & SEWERS.....SECTION ITEM 462

REINFORCED CONCRETE PIPE.....SECTION ITEM 464

SECTION 00101

ABBREVIATIONS AND DEFINITIONS

PART 1 - ABBREVIATIONS

1.01 Wherever the following abbreviations or symbols are used, they are to be construed the same as the respective expressions represented:

AASHTO American Association of State Highway and Transportation Officials

AB ..... Aggregate Base
AC ..... Asphalt Concrete
ACB ..... Asphalt Concrete Institute
ACI ..... American Concrete Institute
ACP ..... Asbestos Cement Pipe
ACPA ..... American Concrete Pipe Association
AD ..... Assessment District
AGC ..... Associated General Contractors of America, Inc.
AIEE ..... American Institute of Electrical Engineers
AISC ..... American Institute of Steel Construction
ANSI ..... American National Standards Institute
APWA ..... American Public Work Association
AREA ..... American Railway Engineers Association
ASMI ..... American Society of Mechanical Engineers
ASCE ..... American Society of Civil Engineers
Asph ..... Asphalt
ASTM ..... American Society for Testing and Materials
AWG ..... American Wire Gage (Nonferrous Wire)
AWPA ..... American Wood Preservers Association
AWPI ..... American Wood Preservers Institute
AWS ..... American Welding Society
AWWA ..... American Water Works Association
BC ..... Beginning of Curb or Back of Curb
BCR ..... Beginning of Curve Return or Back of Curb Radius
BM ..... Bench Mark
BWG ..... Birmingham Wire Gage (Iron and Steel Wire)
CB ..... Catch Basin
C.C. or C/C ..... Center to Center
Cem. ..... Cement
CF ..... Curb Face
CI ..... Cast Iron
CIP ..... Cast-Iron Pipe
CIPP ..... Cast-in- Place Pipe
C.L. or CL ..... Center Line
CMP ..... Corrugated Metal Pipe
CMPA ..... Corrugated Metal Pipe Arch
CO ..... Clean Out
Col ..... Column

Conc.....Concrete
Const.....Construct
DF .....Douglas Fir
DG.....Decomposed Granite
DMH.....Drop Manhole
D/W.....Driveway
EC .....End of Curve
EL. or Elev.....Elevation
Ex. or Exist. .....Existing
F & C.....Frame and Cover
FH .....Fire Hydrant
FL.....Flow Line
Fl. El.....Floor Elevation
FS .....Federal Specification of Finished Surface
FHWA .....Federal Highway Administration, Department of Transportation
Galv.....Galvanized
GL .....Ground Line
Gr. .....Grade
H .....Height or High
HC.....House Connection Sewer
Hor .....Horizontal
ID .....Inside Diameter
Inv. .....Invert
IP.....Iron Pipe
ITE .....Institute of Transportation Engineers
Lin. .....Liner
LL .....Liquid Limit
Long .....Longitudinal
Max. .....Maximum
MH .....Manhole
M .....Thousand
m .....meter or middle
Min. .....Minutes or Minimum
Mon. .....Monolithic or Monument
MTD .....Multiple Tile Duct
NEC .....National Electrical Code
NEMA.....National Electrical Manufacturers Association
NFPA .....National Fire Protection Association
NGS .....National Geodetic Survey
OC.....On Center
OD.....Outside Diameter
PC .....Point of Curvature
PCC .....Point of Compound Curve or Portland Cement Concrete
PI.....Point of Intersection or Plasticity Index
PL.....Property Line or Plastic Limit
PP .....Power Pole
ppm .....Parts per Million
PRC .....Point of Reverse Curve
Prop .....Proposed or Property
psf .....Point of Tangency

psi ..... Pavement
PT ..... Polyvinylchloride Pipe
Q ..... Rate of Flow
R ..... Radius
RC ..... Reinforced Concrete
RCP ..... Reinforced Concrete Pipe
Rdwy ..... Roadway
Ret.Wall ..... Retaining Wall
RGRCP ..... Rubber Gasket-Reinforced Concrete Pipe
s. ..... Slope
SAE ..... Society of Automotive Engineer
San. ..... Sanitary
SCCP ..... Steel Cylinder Concrete Pipe
SD ..... Storm Drain
Sdl ..... Saddle
Sect. ..... Section
Spec. ..... Specification
San. S ..... Sanitary Sewer
St. ..... Street
Sta. ..... Station
Std. ..... Standard
T ..... Tangent Distance
TH ..... Test Hole
THM ..... Trap Manhole
UL ..... Underwriters' Laboratories, Inc.
USA ..... United States of America Standards Institute, Inc.
V ..... Velocity
VC ..... Vertical Curve
VCP ..... Vitrified Clay Pipe
VCPI ..... Vertical Curve Point of Intersection
Vert. ..... Vertical
W.I. ..... Wrought Iron

1.02 All abbreviations and symbols used on plans for structural steel construction shall conform to those given in the Steel Construction Manual of the American Institute of Steel Construction.

PART 2 - DEFINITIONS

2.01 Agreement-- The written agreement which constitutes a contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement.

2.02 Application for Payment-- The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by paragraph 14.1 and an affidavit of CONTRACTOR that progress payments theretofore received on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment.

2.03 Bid-- The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

2.04 Bidder-- Any person, firm, or corporation submitting a Bid for the Work.

2.05 Bonds-- bid, performance, and payment bonds and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.

2.06 Change Order-- A written order to CONTRACTOR signed by COUNTY authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

2.07 CITY -- A public body or authority or the contracting agency for whom the work is to be performed.

2.08 Contract Documents-- The Agreement, Addenda (whether issued prior to the opening of Bids of the execution of the Agreement), Instructions to Bidders, CONTRACTOR's Bid, the Bonds, the Certificate of Insurance, the Notice of Award, Notice to Proceed, these COUNTY of McAllen Standard Specifications, Plans and Drawings, and all Modifications.

2.09 Contract Price-- The total monies payable to CONTRACTOR under the Contract Documents.

2.10 Contract Time-- The number of days stated in the Agreement for the completion of the Work, computed of the Work, computed as provided in paragraph 17.2.

2.11 Contracting Agency-- (See COUNTY)

2.12 CONTRACTOR-- The person, firm, or corporation with whom OWNER has executed the Agreement.

2.13 Day-- A calendar day of twenty-four hours measured from midnight to the next midnight.

2.14 Drawings or Plans-- The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

2.15 ENGINEER-- The OWNER'S employee or agent responsible for the engineering design and construction inspection and supervision, acting directly or through duly authorized representatives.

2.16 Field Order-- A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or order minor changes in the Work in accordance with paragraph 10.2.

2.17 General Conditions -- Conditions which apply to all projects and which can be modified by Special conditions.

2.18 General Provisions-- A term having the same meaning as the term General Conditions.

2.19 Modification-- (a) A written amendment to the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by ENGINEER in accordance with paragraph 9.3, or (d) a written order for a minor change or alteration in the Work issued by ENGINEER pursuant to paragraph 10.2. A Modification may only be issued after execution of the Agreement.

2.20 Notice of Award-- The written notice by OWNER to the apparent successful Bidder stating that, upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

2.21 Notice to Proceed-- A written notice given by COUNTY to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

2.22 Project-- The entire construction to be performed as provided in the Contract Documents.

2.23 Reference Specifications, Test Methods, and Applicable Codes-- All standard specifications and test methods of any society, association, or organization herein referred to are hereby made a part of these Contract Documents the same as if written in full. (Any reference to a paragraph or subparagraph within a section shall include all general provisions of the section to which reference is made.) Reference to such standards refer to the latest publiqhed issues as of the date of publication issues as of the date of Invitation to Bid. Reference to local or state codes and laws shall mean the latest adopted and published codes as of the date of the Invitation to Bid.

2.24 Resident Project Representative-- The authorized representative of ENGINEER who is assigned to the Project site or any part thereof.

2.25 Service Connections-- Service Connections shall be construed to mean all or any portion of the pipe, conduit, cable, or duct which connects a utility main or distribution line to a building, home, residence, or property.

2.26 Shop Drawings-- All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work.

2.27 Special Conditions-- Conditions which are written for a specific project and which modify any section or paragraph of the General Conditions.

2.28 Specifications, also Technical Specifications-- Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work. When Section Items 400, 402, 403, 420, 421, 440, 462, 464 make reference to the following Item numbers 132, 360, 404, 420, 424, 426, 427, 431, 437, 438, 441, 446, 448, 50, 522, 524, 526, 575, the CONTRACTOR shall use Texas Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets and Bridges Latest Edition for Specifications of the aforementioned Item Numbers.

2.29 Subcontractor-- An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

2.30 Substantial Completion-- The date as certified by ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraph 14.13.

2.31 Supplementary Specifications-- which are written to modify any section or paragraph of the Technical Specifications of this document.

2.32 Utility--Overhead or underground wires, pipe lines, conduits, ducts, or structures, operated and maintained in or across a public right-of-way or easement or private easement.

A. Public Utility--Owned and operated by a municipality or another political subdivision of the State.

B. Private Utility--Owned and operated by a private company or corporation.

2.33 Work-- Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

*** * * END OF SECTION * * ***

SECTION 00102

PRELIMINARY MATTERS

PART 1 - EXECUTION OF AGREEMENT:

1.01 At least four (4) counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to COUNTY within fifteen days of the Notice of Award; and COUNTY will execute and deliver one counterpart to CONTRACTOR within ten days of receipt of the executed Agreement from CONTRACTOR. COUNTY will identify those portions of the Contract Documents not so signed and such identification will be biding on all parties. COUNTY, CONTRACTOR, and Project ENGINEER shall receive and executed counterpart of the Contract Documents and additional conformed copies as required.

PART 2 - DELIVERY OF BONDS

2.01 When he delivers the executed Agreements to COUNTY, CONTRACTOR shall also deliver to OWNER such Bonds as he may be required to furnish in accordance with the contract documents.

PART 3 - CONTRACT DOCUMENTS

3.01 COUNTY shall furnish to CONTRACTOR up to three (3) copies, unless otherwise provided in the Special Conditions, of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished upon request at the cost of reproduction.

PART 4 - CONTRACTOR'S ACKNOWLEDGMENT

4.01 CONTRACTOR represents that he has familiarized himself with and assumes full responsibility for having familiarized himself with the nature and extent of the CONTRACT DOCUMENTS, Work, locality, and will all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the Work and represents that he has correlated his study and observations with the requirement of the Contract Documents.

4.02 CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

PART 5 - COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

5.01 The Contract Time will commence to run on the thirteenth day after the day on which the executed Agreement is delivered by COUNTY to CONTRACTOR or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later that the nineteeth day after the day on which COUNTY delivers the executed Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within thirty days after the day on which COUNTY delivers the executed Agreement to CONTRACTOR.

PART 6 - PRE-COMMENCEMENT ACTIVITIES

6.01 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract documents and check and verify pertinent figures shows thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to ENGINEER for his failure to discover any conflict, error, or discrepancy in the Drawings of Specifications.

6.02 Within ten days after delivery of the executed Agreement by COUNTY to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a preliminary schedule of Shop Drawing submissions.

6.03 Before starting the work at the site, CONTRACTOR shall furnish ENGINEER certificates of insurance as required in the Contract Documents. Within twenty days after delivery of the executed Agreement by COUNTY to CONTRACTOR, but before starting the Work at the site, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be ENGINEER, Project Engineer, Project Inspector, CONTRACTOR and his Superintendent.

PART 7 - COMMENCEMENT

7.01 CONTRACTOR shall tart to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract time commences to run.

*** * * END OF SECTION * * ***

SECTION 00104

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 The Contractor shall be responsible for providing materials which meet the requirements indicated. For manufactured materials such as reinforcing steel, expansion joint materials, concrete pipe, cement, miscellaneous steel, cast iron materials, etc., the CONTRACTOR will be required to furnish a manufacturer's certificate that the material meets the requirements specified for this project.

1.02 The COUNTY shall monitor all materials incorporated into the project and their placement by testing at the COUNTY's expense. The COUNTY does not guarantee the accuracy or validity of the data nor does the COUNTY assume any responsibility for the CONTRACTOR'S interpretation of the data. Materials or work which do not meet the specifications shall be removed or modified.

1.03 All retesting for work rejected on the basis of the initial test results will be at the expense of the CONTRACTOR and the extent of the retesting shall be determined by the ENGINEER. The ENGINEER may require additional testing for failing tests and may require two passing retests acceptance will be made by the COUNTY.

1.04 The testing laboratory will be designated by the ENGINEER and shall perform all work in a professional manner and conform to the requirement of ASTM E 329.

1.05 Inspection, sampling and testing requirements, where applicable, are set forth in, but not necessarily limited to, the following Sections:

Section XXX Earthwork - Excavating, Backfilling and Compacting:

	Compaction Control and Testing.
Section	Sub-grade and Base Construction.
Section	Street Surface Courses.
Section	Concrete and Structures.
Section	Underground Piped Utilities.
Section	Incidental Construction.
Section	Soil Treatment, Termite Control.
Section	Pile Driving, Load Tests.
Section	Metal Fastening: Welding and Bolting.
Section	Structural Metal Framing.

PART 2 - LABORATORY DUTIES AND LIMITS OF AUTHORITY

2.01 Cooperate with ENGINEER and CONTRACTOR: provide qualified personnel as required promptly on notice.

2.02 Acquaint ENGINEER'S personnel with testing procedures and with all special conditions encountered at the site.

2.03 Perform specified inspections sampling and testing of materials and construction methods:

A. Comply with specified standards, ASTM and other recognized authorities.
B. Ascertain compliance with contract requirements.

2.04 Promptly notify the ENGINEER of irregularities or deficiencies of work which are observed during performance of services.

2.05 Promptly submit 3 copies of reports of observations and tests to the ENGINEER including but not limited to:

2.06 Perform additional services ordered by the ENGINEER.

2.07 Laboratory is not authorized to:
A. Release, revoke, alter or enlarge on contract requirements.
B. Approve or accept any portion of work.
C. Perform any duties of the CONTRACTOR.

PART 3 - CONTRACTOR'S RESPONSIBILITIES

3.01 Furnish product mix design together with the applicable design work sheets and data to meet or exceed contract requirements.

3.02 Cooperate with COUNTY's laboratory personnel, provide access to the work or to the manufacturer's operations.

3.03 Provide to laboratory preliminary representative samples of materials to be tested in specified quantities.

3.04 Furnish copies of mill test reports.

3.05 Furnish verification of compliance with contract requirements for materials and equipment.

3.06 Furnish casual labor and facilities:
A. To provide access to work to be tested.
B. To obtain and handle samples at site.
C. To facilitate inspections and tests.
D. For laboratory's exclusive use for storage and curing of test samples.

3.07 Notify ENGINEER 24 hours in advance of operations to allow for the assignment of personnel.

3.08 Notify laboratory 24 hours in advance of operations to allow for the assignment of personnel.

3.09 Correct work which is defective or which fails to conform to the Contract Documents. Corrective work shall not delay the project or the work of other CONTRACTORS.

3.10 Pay all costs of retesting when test results indicate non-compliance with contract requirements.

3.11 Patch all surfaces and areas disturbed by testing operation.

*** * * END OF SECTION * * ***

SECTION 00105

AVAILABILITY OF LAND, PHYSICAL CONDITIONS AND REFERENCE POINTS

PART 1 - AVAILABILITY OF LANDS

1.01 COUNTY shall furnish, as indicated in the Contract Documents and not later than the date when needed by CONTRACTOR, the lands upon which the Work is done, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR.

1.02 Easement for permanent structures or permanent changes in existing facilities will be obtained and paid for by COUNTY, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in COUNTY's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore in the Contract Documents.

1.03 CONTRACTOR shall provide for all additional lands and access thereto may be required for temporary construction facilities or storage of materials and equipment.

PART 2 - PHYSICAL CONDITIONS; SURVEYS AND REPORTS

2.01 The COUNTY will, upon request, furnish to the CONTRACTOR copies of all boundary surveys, subsurface tests, and other pertinent reports and material which are available in ENGINEER'S office.

2.02 CONTRACTOR shall promptly notify ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.

2.03 ENGINEER will promptly investigate those conditions and perform further surveys or subsurface tests deemed necessary. Promptly thereafter OWNER shall obtain the necessary additional surveys and tests and furnish copies to ENGINEER and CONTRACTOR.

2.04 If ENGINEER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

PART 3 - REFERENCE POINTS

3.01 ENGINEER shall provide engineering surveys for construction to establish reference points which, in his judgment, are necessary to enable CONTRACTOR to proceed with the Work.

3.02 CONTRACTOR shall be responsible for surveying and laying out the Work (unless otherwise provided in the Special Conditions) and shall protect and preserve the established reference point and shall make no changes or relocations without the prior written approval of ENGINEER. He shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

3.03 CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed or moved.

*** * * END OF SECTION * * ***

SECTION 00106

SUSPENSION OF WORK AND TERMINATION

PART 1 - COUNTY SUSPENSION OF WORK

1.01 ENGINEER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which shall fix the date on which work shall be resumed.

1.02 CONTRACTOR shall resume the work on the date so fixed.

1.03 CONTRACTOR will be allowed an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in Section 107 and the contract documents.

PART 2 - COUNTY TERMINATION OF WORK

2.01 If CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of ENGINEER, or if he otherwise violates any provision of the contract Documents, then ENGINEER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven day's written notice, terminate the services of CONTRACTOR and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR and finish the work by whatever method he may deem expedient.

2.02 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 the direct and indirect costs of completing the Project, including compensation for additional professional service, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to COUNTY.

2.03 Such costs incurred by COUNTY shall be determined by ENGINEER and in corporate in a Change Order.

2.04 Where CONTRACTOR's services have been so terminated by ENGINEER, said terminations shall not affect any rights of COUNTY against CONTRACTOR then existing or which may thereafter accrue.

2.05 Any retention or payment of monies by COUNTY due CONTRACTOR will not release CONTRACTOR for liability.

2.06 Upon seven days written notice to CONTRACTOR, COUNTY may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit.

PART 3 - CONTRACTOR SUSPENSION OR TERMINATION OF WORK:

3.01 If, through no act or fault of CONTRACTOR, the work is suspended for a period of more than ninety days by COUNTY or under an order of court or other public authority, or ENGINEER fails to act on any application for payment within thirty days after it is submitted, or COUNTY fails to pay CONTRACTOR any sum approved by ENGINEER or awarded by arbitrators within thirty days written notice to ENGINEER, terminate the agreement and recover from COUNTY payment for all work executed and any expense sustained plus a reasonable profit.

3.02 In addition and in lieu of terminating the agreement, if ENGINEER has failed to act on an application for payment or COUNTY has failed to make any payment as a foresaid, CONTRACTOR may, upon seven days' notice to ENGINEER, stop the work until he has paid all amounts then due.

*** * * END OF SECTION * * ***

SECTION 00107

WORK BY OTHERS

PART 1 - GENERAL

1.01 COUNTY may perform additional work related to the Project by itself, or it may let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or COUNTY, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

1.02 If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or COUNTY,) CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

1.03 CONTRACTOR shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work with the written consent of ENGINEER and of the other contractors whose work will be affected.

1.04 If the performance of additional work by other contractors of COUNTY is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by COUNTY or others involves him an additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore.

1.05 Work by the CONTRACTOR and work by others should be coordinated and expedited by the COUNTY of his representative to prevent time delays and additional cost to the CONTRACTORS. Any extension of time and/or additional costs caused by other contractors or utility service companies may be claimed.

*** * * END OF SECTION * * ***

SECTION 00108

CONTRACTOR'S RESPONSIBILITIES

PART 1 - SUPERVISION AND SUPERINTENDENCE

1.01 CONTRACTOR shall supervise and direct the work efficiently and with is best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction; but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method,technique,sequence, or procedure of construction which is indicated in and required by the contract documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the contract documents.

1.02 CONTRACTOR shall keep on the work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the ENGINEER (Written Notice Only, Not Consent) 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 the superintendent shall be as binding as if given to CONTRACTOR.

PART 2 - LABOR, MATERIALS AND EQUIPMENT

2.01 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. He shall at all times maintain good discipline and order at the site.

2.02 CONTRACTOR shall furnish all material, equipment, labor, transportation,construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

2.03 All materials and equipment shall be new, except as otherwise provided in the contract documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.04 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except asotherwise provided in the contract documents.

PART 3 - SUBCONTRACTORS

3.01 If the specifications, laws, ordinances, or applicable rules or regulations permit CONTRACTOR to furnish or use a substitute that is equal to any material or equipment specified, and if CONTRACTOR wishes to furnish or use a proposed substitute, he shall make written application to ENGINEER for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to the specified, and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use

in connection with the project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of ENGINEER, who will be the judge of equality and may require CONTRACTOR to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as ENGINEER may require which shall be furnished at CONTRACTOR's expense.

PART 4 - SUBCONTRACTORS

4.01 CONTRACTOR shall not employ and subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom COUNTY or ENGINEER may have reasonable objection. A subcontractor or other person or organization identified in writing to COUNTY and ENGINEER by CONTRACTOR prior to the notice of award and not objected to in writing by COUNTY or ENGINEER prior to the Notice of Award will be deemed acceptable to COUNTY and ENGINEER. Acceptance of any subcontractor, other person, or organization by COUNTY or ENGINEER shall not constitute a waiver of any right of COUNTY or ENGINEER to reject defective work or work not in conformance with the contract documents.

4.02 If COUNTY or ENGINEER, after due investigation, have reasonable objection to any subcontractor,other person, or organization proposed by CONTRACTOR after the notice of award, CONTRACTOR shall submit an acceptable substitute and the contract price shall be increased or decreased by the difference in cost occasioned by such substitution and on appropriate change order shall be issued. CONTRACTOR shall not be required to employ any subcontractor, other person, or organization against whom he has reasonable objection. CONTRACTOR shall not, without the consent of COUNTY and ENGINEER, make any substitution for any subcontractor, other person, organization who has been accepted by COUNTY and ENGINEER unless ENGINEER determines that there is good cause for doing so.

4.03 CONTRACTOR shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the contract documents shall create any contractual relationship between COUNTY or ENGINEER and any subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of COUNTY or ENGINEER to pay or to see to the payment of any monies due any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done in accordance with the schedule of values.

4.04 The sections of the specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

4.05 CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the contract documents for the benefit of COUNTY.

PART 5 - PATENT FEES AND ROYALTIES

5.01 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of 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 two work and if, to the actual knowledge of COUNTY 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 COUNTY in the contract documents.

5.02 CONTRACTOR shall indemnify and hold harmless COUNTY and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of 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 and shall defend all such claims in connection with any alleged infringement of such rights.

PART 6 - PERMITS

6.01 CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his bid. COUNTY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACT, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

PART 7 - LAWS, REGULATIONS AND ORDINANCE

7.01 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the specifications or drawings are at variance-therewith, he shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If CONTRACTOR performs any work knowing it to be contrary to such law, ordinances, rules, and regulations and without such notice to ENGINEER, he shall bear all costs arising there from; however, it shall not be is primary responsibility to make certain that the specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

PART 8 - TAXES

8.01 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by him in accordance with the laws and ordinances.

PART 9 - USE OF PREMISES

9.01 CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the contract documents and shall not unreasonably encumber the premises with materials or equipment.

9.02 CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the work to stresses or pressures that will endanger it.

PART 10 - RECORD DRAWINGS

10.01 CONTRACTOR shall keep one record copy of all specifications, drawings, addenda, modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER and shall be delivered to him for COUNTY upon completion of the project.

PART 11 - SAFETY AND PROTECTION

11.01 CONTRACTOR shall be responsible for initiating maintaining, and supervising all safety precautions and programs in connection with work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons who may be affected thereby:

B. All the work and materials or equipment to be incorporated there-in whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.02 The CONTRACTOR shall conduct his operations in a manner which will minimize interference with the normal use of property adjacent to the construction work and shall give owners of such property at least 24 hours notice of the commencement of work in the area abutting their property. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities at least 48 hours in advance when prospection of the work may effect them. All damage, injury, or loss to any property referred to above caused, directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them 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 ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of CONTRACTOR.

11.03 CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and ENGINEER has issued a notice to CONTRACTOR that work is acceptable.

11.04 CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.

PART 12 - EMERGENCIES

12.01 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby; and a change order shall thereupon be issued covering the changes and deviations involved.

12.02 If CONTRACTOR believes that additional work done by him in any emergency which arose from causes beyond his control entitles him to an increase in the contract price or an extension of the contract time, he may make a claim there for.

PART 13 - SHOP DRAWINGS AND SAMPLES

13.01 After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of shop drawing submissions, five copies (or, to ENGINEER's option, one reproducible copy) of all shop drawings which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The date shown on the shop drawing will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable ENGINEER to review the information as required.

13.02 CONTRACTOR shall also submit to ENGINEER for approval, with such promptness as to cause no delay in work, all samples required by the contract documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.

13.03 At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the shop drawings or sample may have from the requirements of the contract documents.

13.04 ENGINEER will review and approve with reasonable promptness shop drawings and samples, but his review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of shop drawings and resubmit new samples until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called by the ENGINEER on previous submissions. CONTRACTOR's stamp of approval on any shop drawing or sample shall constitute a representation to ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so and that he has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

13.05 Where a shop drawing or sample submission is required by the specifications, no related work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved shop drawing and each approved sample shall be kept in a good order by

CONTRACTOR at the site and shall be available to ENGINEER.

13.06 ENGINEER approval of shop drawings or samples shall not relieve CONTRACTOR from his responsibility for any deviations from the requirements of the contract documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings.

PART 14- CLEANING

14.01 CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to their original condition those portions of the site not designated for alterations by the contract documents, unless the completion of the work is directly affected by the item in dispute.

PART 15 - INDEMNIFICATION

15.01 CONTRACTOR shall indemnify and hold harmless COUNTY and ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work by the CONTRACTOR, provided that any such claim, damage, loss, or expense (a) 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 there-from and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

15.02 In any and all claims against COUNTY or ENGINEER or any of their agents or employees by copy any employees of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 15.01 shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

15.03 The obligations of CONTRACTOR under paragraph 15.01 shall not extend to the liability of ENGINEER, his agents, or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys change orders, designs, or specifications or (b) the giving of or giving or failure to give is the primary cause of injury or damage.

*** * * END OF SECTION * * ***

SECTION 00113

SOILS AND SUBSURFACE INVESTIGATION

PART 1 - GENERAL

1.01 Depending on the project requirements, the ENGINEER may have obtained geotechnical information, which may include subsurface date, logs of soil borings and recommendations from geotechnical consultants.

1.02 Any information obtained is solely for use by the ENGINEER in the design of the project and are not part of the contract. If soil borings have been prepared they will be included in the section or on the plans.

1.03 Any geotechnical information included is for information only. The COUNTY and the ENGINEER do not guarantee the accuracy or validity of the data, nor do they assume any responsibility for the CONTRACTOR'S interpretation or conclusions drawn from the data.

1.04 The CONTRACTOR may, at his option, perform additional subsurface investigations at his own expense.

*****END OF SECTION*****

SECTION 02101

PREPARATION OF RIGHT-OF-WAY

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Removal and disposal of all obstructions from the right-of-way and from designated easements, as noted in the plans.

B. Obstructions shall include:

1. Remains of houses not completely removed by others.
2. Concrete, foundations, floorslabs curb and gutter, driveways, and sidewalk.
3. Building materials such as brick, lumber and plaster.
4. Water wells, septic tanks, manholes, inlets , utility pipes and conduits.
5. Underground service station tanks, equipment or other foundations.
6. Fencing and retaining walls.
7. Paved parking areas.
8. Abandoned railroad tracks, ties, and scrap iron.
9. Ancillary structures such as shacks and outhouses.
10. Trees, stumps, bushes, shrubs, roots, limbs and logs.
11. All rubbish and debris whether above or below ground.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.01 GENERAL

A. Clear entire project right-of-way and such other areas, including public or corporate lands, specified in the plans of all structures and obstructions.

B. Trim carefully all trees and shrubs designated for preservation and protect from scarring or other injuries during construction operation.

C. Removal of all foundations and underground obstructions, unless otherwise specified, shall be removed to the following depths:

1. In embankment areas, two (2) feet below natural ground.
2. In excavation areas, two (2) feet below the lower elevation of excavation.
3. In all other areas, one (1) foot below natural grade.

D. Backfill all holes, as directed by the ENGINEER, resulting from all removals.

E. Complete the preparation of right-of-way such that prepared right-of-way is free of holes, ditches and other abrupt changes in elevations and irregularities to contours.

F. Plug the remaining ends of all abandoned storm sewers, culverts, sanitary sewers, conduits and utility pipes with concrete, as specified by the ENGINEER, to form a tight closure.

G. On existing concrete where only a portion is to be removed, care shall be exercised to avoid damage to remaining concrete. Where concrete reinforcement is encountered in removed portions, a minimum of one (1) foot of such reinforcement shall be cleaned of old concrete and left in place to tie into new construction. Concrete to be preserved, but subsequently destroyed by the CONTRACTOR'S operations, shall be replaced by the CONTRACTOR'S operations, shall be replaced by the CONTRACTOR at his expense in accordance with County Specifications, or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PREPARATION OF RIGHT-OF-WAY

A. Preparation of right-of-way shall be measured on a lump-sum basis with measurement for payment made only on areas indicated and classified on the plans as preparation of right-of-way.

B. When not listed as a separate contract pay item, preparation of right-of-way shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*****END OF SECTION*****

SECTION 02102

CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Clearing and grubbing on project site of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter within limits described in specifications or as shown on plans.

B. Clearing and grubbing shall be in advance of grading operation except that in cuts over 3 feet in depth, grubbing may be done simultaneously with excavation, provided objectionable matter is removed as specified.

C. Disposal of all debris resulting from clearing and grubbing work.

1.02 PROTECTION OF ADJACENT WORK:

A. Protect all areas outside indicated construction areas.

B. Protect existing improvements, adjacent property, utilities and other facilities, and trees and plants not to be removed from injury or damage.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.01 CLEARING:

A. Clear all areas covered by dikes, roads, structures and embankments within project limits unless otherwise shown in plans.

B. Remove all saplings, brush, down-timber and debris unless shown or directed otherwise.

C. Use tree wound paint to treat scars, gashes or limb stubs on trees not removed.

3.02 GRUBBING:

A. Trees, stumps, root systems, rocks and other obstructions shall be removed to the depths shown when they fall within the construction templates for the following items:

1.	Footings	18" below bottom of footing
2.	Sidewalks (or other types of walks)	12" below bottom of walk
3.	Roadways or Streets	18" below bottom of sub-grade
4.	Parking Areas	18" below bottom of sub-grade
5.	Grassed Areas	18" below top soil
6.	Fills	24" below bottom of fill

B. Blasting not permitted.

3.03 REMOVAL OF DEBRIS AND CLEANUP:

A. Burn as permitted by regulating agencies or the ENGINEER as work progresses.

B. Unguarded fires will not be permitted.

C. Permits will be obtained, where required, for necessary burning or disposal sites.

D. Dispose of all waste materials not burned by removal from site.

E. Materials cleared and grubbed shall be the property of the CONTRACTOR and shall be his responsibility for disposal.

PART 4 - MEASUREMENT AND PAYMENT

4.01 CLEARING AND GRUBBING:

A. Clearing and Grubbing shall be measured for payment either in acres or by lump sum only for areas indicated on the plans, or as provided in the proposal and contract.

B. When not listed as a separate contract pay item, Clearing and Grubbing shall be considered as incidental work, and the cost thereof shall be included in such contract pay items as are provided in the proposal contract.

C. Compensation, whether by contract pay items or incidental work will be furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * *END OF SECTION * * ***

SECTION 02210

SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of scarifying, blading and rolling the sub-grade to obtain a uniform texture and provide as nearly as practical a uniform density for the 6-inches of the sub-grade.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. All preparing of the right-of-way and/or clearing and grubbing shall be complete before starting the sub-grade preparation.

B. The sub-grade shall be scarified and shaped in conformity with the typical sections and the lines and grades indicated or as established by the ENGINEER by the removal of existing material or addition of approved material.

C. All unsuitable material shall be removed and replaced with approved material.

D. All foundations, walls or other objectionable material shall be removed to a minimum depth of 18-inches under all structures and 12-inches under areas to be vegetated. All holes, ruts and depressions shall be filled with approved material.

E. The surface of the sub-grade shall be finished to the lines and grades as established and be in conformity with the typical sections indicated.

F. Any deviation in excess of 1/2 inch cross section and in a length of 10 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and compacting by sprinkling and rolling.

G. Sufficient sub-grade shall be prepared in advance to insure satisfactory prosecution of the work.

H. The CONTRACTOR will be required to set blue tops for the sub-grade on centerline, at quarter points and curb lines or edge of pavement at intervals not exceeding 50 feet.

I. All suitable material removed may be utilized in the sub-grade with the approval of the ENGINEER. All other material required for completion of the sub-grade shall also be subject to approval by the ENGINEER.

J. Sub-grade materials on which structures shall be placed shall be compacted by approved mechanical tamping equipment to a dry density of the total material of not less than 95 percent nor more than 100 percent of the maximum dry density s determined in accordance with SDHPT test method tex-114-E.

K. Sub-grade materials on which planting or turf will be established shall be compacted to a minimum of 85 percent of the maximum dry density as determined in accordance with SDHPT test method tex-114-E.

L. Tests for density will be made as soon as possible after compacting operations are completed. If the material fails to meet the density specified, it shall be reworked as necessary to obtain the density required.

M. Just prior to placing any base materials, density and moisture content of the top 6-inches of compacted sub-grade shall be checked and if tests show the density to be more than 2 percent below the specified minimum or the moisture content to be more than 3 percent above or below the optimum, the sub-grade shall be reworked as necessary to obtain the specified compaction and moisture content.

N. When lime stabilization of the sub-grade is specified, the lime is to be added in accordance with Section 02240, Lime Stabilization.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. All acceptable sub-grade preparation will be measured by the square yard.

B. The measured area includes the entire width of the roadway for the entire length as indicated.

4.02 PAYMENT

A. The accepted quantities of sub-grade preparation will be paid for at contract unit bid price per square yard.

B. When not listed as a separate contract pay item, sub-grade preparation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item (s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02221

TRENCH EXCAVATION, BACKFILL AND COMPACTION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Excavation, shoring, de-watering, pipe bedding, trench backfill, compaction, grading and cleanup of all pipeline trenching for the project.

B. All work must be done in accordance with these specifications and the safety requirements of the State and OSHA Standards.

1.02 JOB CONDITIONS:

A. Site Acceptance:

1. Accept site in condition existing during Contract time frame.
2. Ground water/surface water found during construction are conditions of the contract and responsibility of Contractor.

B. Adverse Weather:

1. Place no backfill that is excessively wet or frozen.
2. Place no backfill in excessively wet or frozen trenches.

PART 2 - PRODUCTS

2.01 PIPE BEDDING AND BACKFILL:

A. The type of bedding shall be stated on the Plans or in the Special Conditions of the contract document. Determination of source of materials for bedding and backfill to meet the stated conditions shall be responsibility of CONTRACTOR, but use of such materials shall be subject to approval of ENGINEER.

B. Excavated Material Backfill:
Excavated material may be used in the trench backfill, provided that all hard rock and stones having any dimensions greater than 6 inches and frozen earth debris and roots larger than 2 inches are removed for the initial backfill.

C. Select Backfill:
Select backfill shall be gravel, fine rock cuttings, sand, sandy loam or loam free from excessive clay. Rock cuttings shall have no dimension greater than 2 inches.

D. Sand Backfill:
Sand backfill shall be clean, hard, durable, un-coated grains, free from lumps and organic material. All materials must pass a No. 8 Sieve.

E. Granular Backfill:
Granular backfill shall be free flowing, such as sand or hydraulically graded shall be free from lumps, stones over 2 inches in diameter, clay and organic matter.

F. Controlled Density Fill:
Use high slump mixture of portland cement, fly ash and fine aggregate formulated, licensed and marketed as K-Krete or equal. Provide mixture with minimum 28-day compressive strength of 70 psi with no measurable shrinkage or surface settlement.

2.02 CRADLING ROCK:

A. Use crushed rock or stone with 70-100% passing 1> inch sieve and no more than 50% passing 1 inch sieve.

2.03 SHEETING, SHORING AND BRACING:

A. Use sound timber or structural steel.

B. Use shapes and sizes as required.

PART 3 - EXECUTION

3.01 GENERAL:

A. Dewatering:

1. Execute work "dry". No pipe or conduits shall be laid or concrete poured on excessively wet soil.
2. Prevent surface water from flowing into excavation.
3. Provide equipment for handling water encountered as required. Obtain approval of proposed method of dewatering.
4. No sanitary sewer shall be used for disposal of trench water.

B. Protection of Existing Utilities:

1. Notify all utilities of location and schedule of work.
2. Locations and elevations of utilities shown on plans are to be considered approximate only. Notify utility and ENGINEER of conflicts between existing and proposed facilities.
3. Repair, relay or replace existing utilities damaged, destroyed or disrupted during work. Unless specified otherwise, replacement will be at the CONTRACTOR's expense.

C. Sheeting, Shoring and Bracing:

1. Provide as necessary, to hold walls of excavation, prevent damage to adjacent structures, and to protect workmen and property.
2. Leave sheeting and shoring in place where removal might cause damage to work or otherwise indicated on drawings.
3. When movable trench shield is used below spring line of pipe, it shall be lifted prior to any forward movement to avoid pipe displacement.

D. Changes in Grade:

1. Grades may be adjusted 1.5 feet (plus or minus) from plan grades to suit unforeseen construction conflicts or conditions with approval of ENGINEER.
2. No additional compensation will be made for such changes.

3.02 EXCAVATION AND TRENCHING:

A. General:

1. Method of excavation at CONTRACTOR's option.
2. Excavate by hand under tree roots 3 inches and larger, and under and around structures and utilities.
3. Stockpile and replace topsoil to a minimum of 8 inches for surface restoration in grassed or agricultural areas.

B. Trench Characteristics:

1. Depth: as indicated for pipe installation to lines and grades required with proper allowance for thickness of pipe and type of bedding specified or indicated.
2. Width:
   a. Keep width of trench as narrow as possible and yet provide adequate room for backfilling and jointing.
   b. Maximum width as follows:

Pipe Size Inches	**Max. Trench Width**
4 &6	2' - 0"
8 & 10	2' - 4"
12	2' - 6"
15	2' - 9"
18	3' - 0"
Over 18	Pipe O.D. + 12"

3. Trench walls must be vertical below top of pipe and may be vertical or sloped above pipe to conform to excavating codes.
4. Provide bell holes for each pipe joint where pipe bears on undisturbed earth.
5. Trench bottom shall be free of large stones and other foreign material.

3.03 SOFT, SPONGY OR UNSTABLE MATERIALS:

A. Stop work and notify ENGINEER.

B. Perform remedial work as directed.

C. If material is judged unsuitable and removal is authorized, remove and replace with trench stabilizing material as directed by ENGINEER.

3.04 ROCK EXCAVATION:

A. Excavate any rock to maintain minimum 6-inch clearance around pipe.

B. Dispose of rock material not suitable for backfill as directed by ENGINEER.

C. Use of explosives not permitted without prior written authorization from OWNER and ENGINEER.

D. Provide Special Hazard Insurance covering liability for blasting operations.

3.05 BEDDING:

A. Place after bottom of trench has been excavated to proper depth and grade.

B. Place, compact and shape bedding material to conform to barrel o pipe to insure continuous firm bedding for fill length of pipe.

C. Provide bedding as described in following table unless indicated otherwise on Plans or in Special Conditions.

Pipe Material	Minimum Bedding Class
1. Vitrified Clay Pipe	Class C *
2. Non-reinforced Concrete Pipe	Class C *
3. Reinforced Concrete Pipe	Class D *
4. Ductile Iron Pipe	Class D *
5. Steel Cylinder	Class C *
6. Flexible or Composite Pipe	Class 1 * *

* Refers to standard detail, "Pipe Envelope Requirements ",Dwg. D-01.

** Refers to standard detail, "Flexible Pipe Bedding Requirements", Dwg. D-02.

3.06 TRENCH BACKFILL

A. Use excavated material backfill (2.01B) unless otherwise specified.

B. Use Sand Backfill for all trenches within 5 feet of buildings and beneath walks, parking areas, paved streets or existing exposed utilities.

C. Initial Backfill:

1. Place after pipe has been bedded and checked for alignment, grade and internal obstructions.
2. Carry out in an orderly fashion after authorization to cover pipe has been given.
3. Allow no more than 300 feet of trench to be open at one time.
4. Do not backfill until concrete or mortar has sufficiently cured.
5. Record location of connections and appurtenances before backfilling.
6. Place by hand and hand tamp to not less than 12-inches above top of pipe, in approximately 4-inch layers.
7. Backfill simultaneously on both sides of pipe to prevent displacement.
8. Place cushion of 4 feet above pipe envelope before using heavy compacting equipment.

D. Subsequent Backfill:

1. Place backfill into trench at an angle so that impact on installed pipe is minimized.
2. Compaction of all backfill material shall be performed in a manner that shall not crack, crush, and/or cause the installed pipe to be moved from the established grade and/or alignment.
3. Area under or within 5 feet of pavement; and under or within 2 feet of utilities, buildings, or walks shall be mechanically compacted to the top of the sub-grade in 6-inch lifts to a minimum of 95 percent Standard Proctor Density.
4. Areas not subject to vehicular traffic shall be backfilled in layers not more than 10-inches in depth.
5. Compaction method at discretion of CONTRACTOR with following exceptions:

    a. If in OWNER's opinion compaction method presents potential damage to pipe, it will not be allowed.
    b. Compaction of any backfill material by flooding or jetting will require prior written authorization of ENGINEER.

6. Mound excavated materials no greater than 6 inches in open areas only.

7. Fill upper portion of trench with topsoil as specified hereinbefore.

E. Controlled Density Fill:

1. Use where shown on plans.
2. Provide suitable forms to limit volume of control density fill material.
3. Prevent flow of material into existing drain lines.
4. Protect exposed utility lines during placement.
5. Place material in accordance with suppliers' written recommendations unless directed otherwise by ENGINEER.

3.07 EXCESS MATERIAL:

A. Waste excess excavated material where directed by ENGINEER.

3.08 TESTING:

A. Unless specified elsewhere, testing will be responsibility of OWNER.

B. Standard Proctor Density:

1. ASTM D698.
2. One (1) required for each type of material encountered.

C. In Place Density:

1. ASTM D1556 (Sand Cone)
2. ASTM D2167 (Balloon)
3. ASTM D3017 (Nuclear)

D. One (1) test per each 400 cubic yards of backfill placed.

PART 4 - MEASUREMENT AND PAYMENT

4.01 TRENCH EXCAVATION:

A. Trench excavation shall be considered incidental to pipeline installation.

B. Payment shall be made at the contract unit price per cubic yard only if a bid item is established in the contract.

4.02 BACKFILL:

A. Payment for backfill shall be made at the contract unit price per cubic yard only if a separate bit item is established in the contract.

B. No allowance for waste shall be made.

C. If ENGINEER orders an initial backfill material other than that specified in contract, it shall be paid for as an extra in price per cubic yard as compacted in place, EXCEPT if a higher class embedment is ordered by ENGINEER because the CONTRACTOR has over-excavated the trench width.

D. If the CONTRACTOR over-excavates the trench width and the ENGINEER orders the next higher class of embedment to be used, the embedment for as if the original specified embedment was used.

E. If the ENGINEER orders the excavated material to be removed and disposed of and replaced with another material and a separate bid item is not established as a bid item, the material shall be paid as an extra.

F. If the CONTRACTOR fails to compact the backfill to the density requirements, the ENGINEER may order the material removed and replaced at no cost to the OWNER.

G. The disposal of rejected material shall be at no cost to the OWNER.

*** * * * END OF SECTION * * * ***

SECTION 02225

UNCLASSIFIED STREET EXCAVATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Perform all required excavation within the limits of right-of-way and adjacent thereto (except excavations specifically described and provided for elsewhere in the specifications).

B. Remove, properly use, or dispose of all excavated materials.

C. Shape and finish all earthwork in conformance with lines and grades as shown on the plans or as specified by the ENGINEER.

D. Schedule work to avoid property owner inconvenience as practical during construction.

E. Exercise care in operating applicable equipment beneath or adjacent to trees, sidewalks, poles, and other existing features to prevent damage.

F. Restore obstructions removed to accommodate construction equipment or to facilitate excavation.

1.02 CLASSIFICATION:

A. All street excavation shall be unclassified, regardless of material encountered.

B. Any reference to rock or any other material on the plans, or in these specifications, is not to be constructed as classification of the excavation.

PART 2 - PRODUCTS

2.01 SUBGRADE:

A. Use on-site material moved from cut areas to fill areas as approved by ENGINEER.

B. Use borrow materials from areas designated as needed.

2.02 DRAINAGE PROVISIONS:

A. Interruptions of natural surface drainage, or flow of artificial drains shall be mitigated by the CONTRACTOR by use of temporary drainage facilities, as approved by the ENGINEER, to prevent damage to public or private interest.

B. Restore original drainage as soon as the work shall permit.

C. The CONTRACTOR shall be held liable for all damages which may result from neglect to provide for either natural or artificial drainage which his work may have interrupted.

PART 3 - EXECUTION

3.01 UNCLASSIFIED STREET EXCAVATION:

A. Perform all excavation, embankment and grading required for pavement and/or curb and/or gutter as shown on plans.

B. Move suitable excavated material to areas requiring fill and place in accordance with these specifications. Determination of suitable material will be made by ENGINEER. Haul unsuitable material to waste sites.

C. Slope cut or fill sections uniformly from curb line to sidewalk or other controlling feature, as designated by ENGINEER. Smooth bank to provide a neat finished appearance.

D. Remove and replace unstable soils encountered during grading operations with suitable material. Notify ENGINEER of suspected unsuitable material before commencing removal. Authorized replacement with select material will be paid for by change order.

E. Replace gravel or rock driveway surfaces disturbed by grading with like material at no additional cost to OWNER.

F. Strip, salvage and stockpile topsoil in sufficient quantity to allow a uniform 6-inch lift over all disturbed areas not otherwise surfaced. Topsoil is included in unclassified excavation.

G. Removed existing culvert pipe where shown as part of incidental to unclassified excavation.

3.02 UNSTABLE OR UNSUITABLE SUBGRADE:

A. Excavate unstable subgrade at least 2 feet below grade where directed by ENGINEER.

B. Replace with suitable stable material approved by ENGINEER.

C. Compact to uniform density in 6-inch lifts.

D. Density of compacted subgrade to be equal to or greater than adjacent undisturbed grade.

E. Payment will be as specified for unclassified excavation.

F. Conduct operations in such a manner such that measurements may be taken before any backfill, as required above, is placed.

3.03 EXCESS OR UNSUITABLE EXCAVATION:

A. Dispose of excavation in excess of that needed or unsuitable for construction. As directed by the ENGINEER, excess or unsuitable excavation may be used for widening of embankments, or flattening of slopes, or as otherwise specified.

B. Obtain approval of the ENGINEER as to disposition and method for disposal of excess or unsuitable excavation.

3.04 GENERAL:

A. Provide all labor, equipment and associated materials to excavate areas specified.

PART 4 - MEASUREMENT AND PAYMENT

4.01 UNCLASSIFIED STREET EXCAVATION:

A. Unclassified street excavation, as authorized, shall be measured in its original position and the volume determined by the average end area method. All work performed shall be paid for at the contract bid price per cubic yard for unclassified street excavation.

B. When not listed as a separate contract pay item, unclassified street excavation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item s as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required by the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02230

EXCAVATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. This work shall consist of excavating and properly utilizing or otherwise satisfactorily disposing of all excavated materials, of whatever character, within the limits of work.

B. Excavation shall also consist of constructing, compacting, shaping and finishing of all earthwork in designated areas on the plans, as specified herein, and in conformity with the required lines grades and typical cross sections or as directed by the ENGINEER.

C. When not otherwise included, this item shall include the work described in Section 02101 - Preparation of Right-of Way, Section 02102 - Clearing and Grubbing, Section 02236 - Embankment, Section 02238 - Removal of Concrete, and Section 02210 – Sub-grade Preparation.

Introduction

The Occupational Safety and Health Administration (OSHA) issued its first Excavation and Trenching Standard Standard in 1971 to protect workers from excavation hazards. Since then, OSHA has amended the standard several times to increase worker protection and to reduce the frequency and severity of excavation accidents and injuries. Despite these efforts, excavation-related accidents resulting in injuries and fatalities continue to occur.

To better assist excavation firms and contractors, OSHA has completed updated the existing standard to simplify many of the existing provisions, add and clarify definitions, eliminate duplicate provisions and ambiguous language, and give employers added flexibility in providing protection for employees. The standard is effective as of March 5, 1990.

In addition, the standard provides several new appendices. One appendix provides a consistent method of soil classification. Others provide sloping and benching requirements pictorial examples of shoring and shielding devises, timber tables, hydraulic shoring tables, and selection charts that provide a graphic summary of the requirements contained in the standard.

This booklet highlights the requirements in the updated standard excavation and trenching operations, provides methods for protecting employees against cave-ins, and described safe work practices for employees.

Scope and Application

OSHA's revised rule applies to all open excavations in the earth's surface, which includes

trenches.

According to the OSHA construction safety and health standards, a trench is referred to as a narrow excavation made below the surface of the ground in which the depth is greater than the width-the width not exceeding 15 feet. An excavation is any man-made cut, cavity, trench, or depression in the earth's surface formed by earth removal. This can include excavations for anything from cellars to highways.

General Requirements

Planning for Safety

Many on-the-job accidents are a direct result of inadequate initial planning. Correcting mistakes in shoring and/or sloping after work has begun slows down the operation, adds to the cost, and increases the possibility of an excavation failure. The contractor should build safety into the pre-bid planning in the same way all other pre-bid factors are considered.

It is a good idea for contractors to develop safety checklists before preparing a bid, to make certain there is adequate information about the job site and all needed items are on hand.

These checklists should incorporate elements of the relevant OSHA standards as well as other information necessary for safe operations.

Before preparing a bid, these specific site conditions should be taken into account:

- Traffic,
- Nearness of structures and their conditions,
- Soil,
- Surface and ground water,
- The water table,
- Overhead and underground utilities and
- Weather.

These and other conditions can be determined by job site studies, observations, test borings for soil type or conditions, and consultations with local officials and utility companies.

Before any excavation actually begins, the standard requires the employer to determine the estimated location of utility installations-sewer, telephone, fuel, electric, water lines, or any other underground installations-that may be encountered during digging. Also, before starting the excavation, the contractor must contact the utility companies or owners include and inform them, within established or customary local response times, of the proposed work. The contractor must also ask the utility companies or owners to find the exact location of the underground installations. If they cannot respond within 24 hours (unless the period required by the state or local law is longer), or if they cannot find the exact location of the utility installations, the contractor may proceed with caution. To find the exact location of underground installations, workers must use safe and acceptable means. If underground installations are exposed, OSHA regulations also require that they be removed, protected or properly supported.

When all necessary specific information about the job site is assembled, the contractor is ready

to determine the amount, kind, and cost of safety equipment needed. A careful inventory of the safety items on hand should be made before deciding what additional safety material must be acquired. No matter how may trenching, shoring and backfilling jobs have been done in the past, each job should be approached with the utmost care and preparation.

Before Beginning the Job

It is important, before beginning the job, for the contractor to establish and maintain a safety and health program for the work site that provides adequate systematic policies, procedures, and practices to protect employees from, and allow them to recognize, job-related safety and health hazards.

An effective program includes provisions for the systematic identification, evaluation, and prevention or control of general workplace hazards, specific job hazards, and potential hazards that may arise from foreseeable conditions. The program may be written or verbal but it should reflect the unique characteristics of the job site.

To help contractors develop an effective safety and health program, in 1989 OSHA issued recommended guidelines for the effective management and protection of worker safety and health. The complete original text of the non-mandatory guidelines is found in the Federal Register (54 FR(18):3904-3916, January 26, 1989).

A copy of the guidelines can be obtained from the OSHA Publications Office, U.S. Department of Labor, 20 Constitution Avenue, N.W., Room N-3101, Washington, D.C. 20210, or from the nearest OSHA Regional Office listed in this booklet.

To be sure safety policies are implemented effectively, there must be cooperation among supervisors, employee groups, including union, and individual employees. Each supervisor must understand the degree of responsibility and authority he or she holds in a particular area. For effective labor support, affected unions should be notified of construction plans and asked to cooperate.

It is also important, before beginning work, for employers to provide employees who are exposed to public vehicular traffic with warning vests or other suitable garments marked with or made of reflectorized or high-visibility material and ensure that they wear them. Workers must also be instructed to remove or neutralize surface encumbrances that may create a hazard.

In addition, no employee should operate a piece of equipment, without first being properly trained to handle it and fully alerted to its potential hazards.

In the training and in the site safety and health program, it also is important to incorporate procedures for fast notification and investigation of accidents.

On-the-Job Evaluation

The Standard requires that a competent person inspect, on a daily basis, excavations and the adjacent areas for possible cave-ins, failures of protective systems and equipment, hazardous

atmospheres, or other hazardous conditions. If these conditions are encountered, exposed employees must be removed from the hazardous area until the necessary safety precautions have been taken. Inspections are also required after natural (e.g. heavy rains) or man-made events such as blasting that may increase the potential for hazards.

Larger and more complex operations should have a full-time safety official who makes recommendations to improve the implementation of the safety plan. In a smaller operation, the safety official may be part-time and usually will be a supervisor.

Supervisors are the contractor's representatives on the job. Supervisors should conduct inspections, investigate accidents, and anticipate hazards. They should ensure that employees receive on-the-job safety and health training. They should also review and strengthen overall safety and health precautions to guard against potential hazards, get the necessary worker cooperation in safety manners, and make frequent reports to the contractor.

It is important that managers and supervisors set the example for safety at the job site. It is essential that when visiting the job site, all managers, regardless of status, wear the prescribed protective equipment such as safety shoes, safety glasses, hard hats, and other necessary gear (see CFR 1926.100 and 102).

Employees must also take an active role in job safety. The contractor and supervisor should make certain that workers have been properly trained in the use and fit of the prescribed protective gear and equipment, that they are wearing and using the equipment correctly, and that they are using safe work practices.

Cave-Ins and Protective Support Systems

Support Systems

Excavation workers are exposed to many hazards, but the chief hazard is danger of cave-ins. OSHA requires that in all excavation employees exposed to potential cave-ins must be protected by sloping, or benching the sides of the excavation; supporting the sides of the excavation, or placing a shield between the side of the excavation and the work area.

Designing a protective system can be complex because of the number of factors involved-soil classification, depth of cut, water content of soil, changes due to weather and climate, or other operation in the vicinity. The standard, however, provides several different methods and approaches (four for sloping and four for shoring, including the use of shields)* for designing protective systems that can be used to provide the required level of protection against cave-ins.

One method of ensuring the safety and health of workers in an excavation is to slope the side to an angle not steeper than one and one-half horizontal to one vertical (34 degrees measured from the horizontal). These slopes must be excavated to form configurations that are in accordance with those for Type C soil found in Appendix B of the standard. A slope of this graduation or less is considered safe for any type soil (see Figure 1).

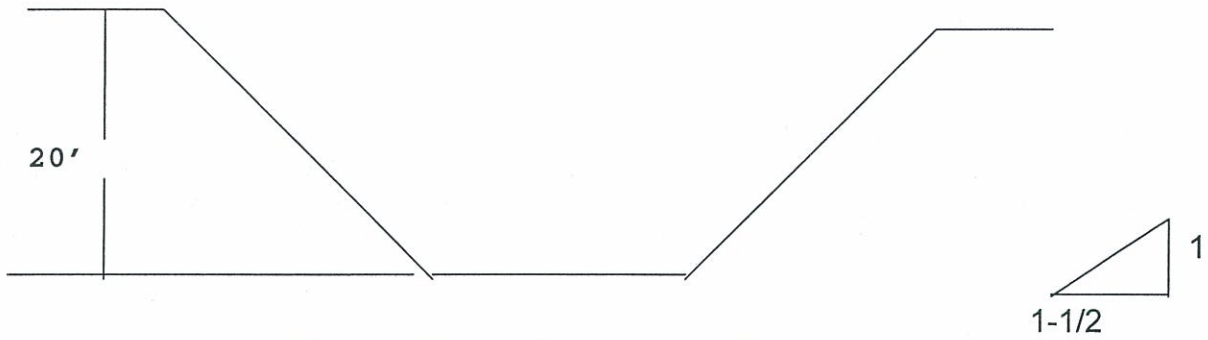

Figure 1. Excavations Made in Type C Soil

All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1 1/2:1.

*See Appendix F to the standard for a complete overview of all options.

A second design method, which can be applied for both sloping and shoring, involves using tabulated data, such as tables and charts, approved by a registered professional engineer. These data must be in writing and must include sufficient explanatory information to enable the user to make a selection, including the criteria for determining the selection and the limits on the use of the data.

At least one copy of the information, including the identity of the registered professional engineer who approved the data, must be kept at the worksite during construction of the protective system. Upon completion of the system, the data must be stored away from the job site, but a copy must be made available, upon request, to the Assistant Secretary of Labor for OSHA.

Contractors also may use a trench box or shield that is either designed or approved by a registered professional engineer or is based on tabulated data prepared or approved by a registered professional engineer. Timber, aluminum, or other suitable materials may also be used. OSHA standards permit the use of a trench shield (also known as a welder's hut) as long as the protection it provides is equal to or greater than the protection that would be provided by the appropriate shoring system (see Figure 2).

The employer is free to choose the most practical design approach for any particular circumstance. Once an approach has been selected, however, the required performance criteria must be met by that system.

The standard does not require the installation and use of a protective system when an excavation (1) is made entirely in stable rock, or (2) is less than 5 feet deep and a competent person has examined the ground and found no indication of a potential cave-in.

Safety Precautions

The standard requires the employer to provide support systems such as shoring, bracing, or

underpinning to ensure the stability of adjacent structures such as buildings, walls, sidewalks or pavements.

Figure 2. Trench Shields

The standard prohibits excavation below the level of the base or footing of any foundation or retaining wall unless (1) a support system such as underpinning is provided, (2) the excavation is in stable rock, or (3) a registered professional engineer determines that the structure is sufficiently removed from the excavation and that excavation will not pose a hazard to employees.

Excavations under sidewalks and pavements are also prohibited unless an appropriately designed support system is provided or another effective method is used.

Installation and Removal of Protective Systems

The standard requires the following procedures for the protection of employees when installing support systems:

- Securely connect members of support system,
- Safely install support systems,
- Never overload members of support systems, and
- Install other structural members to carry loads imposed on the support system when temporary removal of a individual members is necessary.

In addition, the standard permits excavation of 2 feet or less below the bottom of the members of a support or shield system of a trench if (1) the system is designed to resist the loads calculated for the full depth of the trench, and (2) there are no indications, while the trench is open, of a possible cave-in below the bottom of the support system. Also, the installation of support systems must be closely coordinated with the excavation of trenches.

As soon as work is completed, the excavation should be back-filled as the protective system is designated. After the excavation has been cleared, workers should slowly remove the protective system from the bottom up, taking care to release members slowly.

Materials and Equipment

The employer is responsible for the safe condition of materials and equipment used for protective systems. Defective and damaged materials and equipment can result in the failure of a protective system and cause excavation hazards.

To avoid possible failure of a protective system, the employer must ensure that (1) materials and equipment are free from damage or defects, (2) manufactured materials and equipment are used and maintained in a manner consistent with the recommendations of the manufacture and in a way that will prevent employee exposure to hazards, and (3) while in operation, damaged materials and equipment are examined by a competent person to determine if they are suitable

for continued use. If the materials and equipment are not safe for use, they must be removed from service. These materials cannot be returned to service without the evaluation and approval of a registered professional engineer.

Other Hazards

Falls and Equipment

In addition to cave-in hazards and secondary hazards related to cave-ins, there are other hazards from which workers must be protected during excavation-related work. These hazards include exposure to falls, falling loads, and mobile equipment. To protect employees from these hazards, OSHA requires the employer to take the following precautions:

- Keep materials or equipment that might fall or roll into an excavation at least 2 feet from the edge of excavations, or have retaining devices, or both.
- Provide warning systems such as mobile equipment, barricades, hand or mechanical signals, or stop logs, to alter operations of the edge of an excavation. If possible, keep the grade away from the excavation.
- Provide scaling to remove loose rock or soil or install protective barricades and other equivalent protection to protect employees from the hazard of falling, rolling, or sliding material or equipment.
- Prohibit employees from working on faces of sloped or benched excavations at levels above other employees unless employees at lower levels are adequately protected from the hazard of falling, rolling, or sliding material or equipment.
- Prohibit employees under loads that are handled by lifting or digging equipment. To avoid being struck by any spillage or falling materials, require employees to stand away from vehicles being loaded or unloaded. If cabs of vehicles provide adequate protection from falling loads during loading and unloading operations, the operators may remain in them.

Water Accumulation

The standard prohibits employees from working in excavations where water has accumulated or is accumulating unless adequate protection has been taken. If water removal equipment is used to control or prevent water from accumulating, the equipment and operations of the equipment must be monitored by a competent person to ensure proper use.

OSHA standards also require that diversion ditches, dikes, or other suitable means be used to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. Also, a competent person must inspect excavations subject to runoffs from heavy rains.

Hazardous Atmospheres

Under this provision, a competent person must test excavations greater than 4 feet in depth as well as ones where oxygen deficiency or a hazardous atmosphere exists or could reasonably be expected to exist, before an employee enters the excavation. If hazardous conditions exist, controls such as proper respiratory protection or ventilation must be provided. Also, controls

used to reduce atmospheric contaminants to acceptable levels must be tested regularly.

Where adverse atmospheric conditions may exist or develop in an excavation, the employer also must provide and ensure that emergency rescue equipment, (e.g., breathing apparatus, a safety harness and line, basket stretcher, etc.) is readily available. This equipment must be attended when used.

When an employee enters bell-bottom pier holes and similar deep and confined footing excavations, the employee must wear a harness with a lifeline. The lifeline must be securely attached to the harness and must be separate from any line used to handle materials. Also, while the employee wearing a lifeline is in the excavation, an observer must be present to ensure that the lifeline is working properly and to maintain communication with the employee.

Access and Egress

Under the standard, the employer must provide safe access and egress to all excavations. According to OSHA regulations, when employees are required to be in trench excavations 4-feet deep or more, adequate means of exit, such as ladders, steps, ramps or other safe means of egress, must be provided and be within 25 feet of lateral travel. If structure ramps are used as a means of access or egress, they must be designed by a competent person if used for employee access or egress, or a competent person qualified in structural design if used by vehicles. Also, structural members used for ramps or runways must be uniform in thickness and joined in a manner to prevent tripping or displacement.

Related Issues

Hazard Communication

The Hazard Communication Standard (29 CFR 1910.1200) requires employers to inform employees of the identities, properties, characteristics, and hazards of chemicals they use and the protective measures they can take to prevent adverse effects. The standard covers both physical hazards (e.g., flammability) and health hazards (e.g., lung damage, cancer). Knowledge acquired under the Hazard Communication Standard will help employers provide safer workplaces for their employees, establish proper work practices, and help prevent chemical-related illnesses and injuries.

Access to Medical and Exposure Records

Under the provision of the Access to Medical and Exposure Records standard (29 CFR 1910.20), employees, their designated representatives, and OSHA are permitted direct access to employer-maintained exposure and medical records. This access is designed to yield both direct and indirect improvements in the detention, treatment, and prevention of occupational disease. Also, access to these records will assist employees in the management of their own safety and health.

Recordkeeping

Each employer must preserve and maintain accurate medical and exposure records for each employee. The standard requires that exposure records be kept for 30 years and medical records be kept for at least the duration of employment plus 30 years. Background data for exposure records such as laboratory reports and work sheets need to be kept only for 1 year. Records of employees who have worked for less than 1 year need not be retained after employment, but the employer must provide these records to the employee upon termination of employment. First-aid records of one-time treatment need not be retained for any specified period.

The employer must inform each employee of the existence, location, and availability of these records. When an employer plans to stop doing business and there is no successor employer to receive and maintain these records, the employer must notify employees of the right to access of the records at least 3 months before the employer ceases to do business. At the same time, the employer also must inform the National Institute for Occupational Safety and Health.

State Plan States

States administering their own occupational safety and health program (see listing on page), through plans approved under section 18(b) of the Occupational Safety and Health Act of 1970, must adopt standards and enforce requirements at least as effective as Federal requirements. There are currently 25 State plan States; 23 covering private and public (State and local government) sectors and two covering public sector only.

Summary

Trenching and excavation work presents serious risks to all workers involved. The greatest risk, and one of primary concern, is that of cave-ins. Furthermore, when cave-in accidents occur, they are much more likely to result in worker fatalities than other excavation-related accidents. Strict compliance, however, with all sections of the standard will prevent or greatly reduce the risk of cave-ins as well as other excavation-related accidents.

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Raleigh, NORTH CAROLINA 27601
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Salt Lake City, UT 84110-5800
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Richmond, VIRGINIA 23241-0064
(804)786-2376

DIRECTOR
Department of Employment Division of Employment Affairs
Occupational Safety and Health Administration
Herchfer Building, 2nd Floor East
122 West 25th Street
(307)777-7786 or 777-7787

DIRECTOR
Washington Department of Labor and Industries
General Administration Building
Room 334 - AX-31
Olympia, WASHINGTON 98504-0631

(206)753-6307

Related Publications

A single free copy of the following publications can be obtained from the OSHA Publications Office, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N-301, Washington, D.C., 20210.

Please send a self-addressed label with your request.

All about OSHA - OSHA 2056

Chemical Hazard Communication - OSHA 3084

Construction Industry Digest - OSHA 2207

Consultation Services for the Employer - OSHA 3047

Ground-Fault Protection on Construction Sites - OSHA 3007

OSHA Inspections - OSHA 2098

OSHA: Safety and Health is our Middle Name - OSHA 3076

Personal Protective Equipment - OSHA 3077

Respiratory Protection - OSHA 3079

Safety and Health Program Management Guidelines
(Federal Register (54 FR (18):3904-3916, January 1989))

A Hazard Communication Compliance Kit may be ordered from the Superintendent of Documents, Government Printing Office, Washington, D.C., 20402 for $18.00 ($22.00 for foreign addresses). OSHA Publication 3104, GPO order No. 929-022-00000-9. The kit can be ordered from GPO by phone using Visa or Mastercard; call (202)783-3238.

* U.S. Government Printing Office: 1991 282-150/45367

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Seattle, WA 98174
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- These states and territories operate their own OSHA-approved job safety and health programs (Connecticut and New York plans cover public employees only). States with

approved programs must have a standard that is identical to or at least as effective as, the federal standard.

PART 2 - PRODUCTS

2.01 CLASSIFICATION

A. All excavations shall be unclassified as shall include all materials encountered regardless of their nature or the manner in which they are removed.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected.

B. Construction equipment shall not be operated within the drip line of trees, unless otherwise indicated.

C. Construction materials shall not be stockpiles under the canopies of trees. No excavation or embankment shall be placed within the drip line of trees until tree wells are constructed.

D. All excavation shall be performed as specified herein and shall conform to the established alignment, grades and cross sections.

E. Suitable excavated materials shall be utilized, in so far as practical, in constructing required embankments.

F. The construction of all embankments shall conform to Section 02236 - Embankment. No material shall be stockpiled within the banks of a waterway.

G. Unsuitable excavated materials or excavation in excess of that needed for construction shall be known as "Waste" and shall become the property of the CONTRACTOR and it shall become his sole responsibility to dispose of this material off the limits of the right-of-way in an environmentally sound manner at a permitted disposal site.

H. Adequate dewatering and drainage of excavation shall be maintained throughout the time required to complete the work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Measurement of the volume of excavation in cubic yards by the average end areas. Cross sectional areas shall be computed from the existing ground section to the established line of the sub-grade, as shown on typical sections for the limits

of the right-of-way or other work limits, including parkway slopes and sidewalk areas.

B. Measurement of the area in square yards of surface area excavated as shown on the typical sections included in the plans.

C. Measurement of the volume of excavation is in cubic yards, based upon the average end areas taken from pre-construction cross sections and planned grades. The planned quantities for excavation will be used as the measurement for payment for this item.

4.02 PAYMENT

A. This item will be paid for at the contract unit price bid for "Excavation", as provided under the measurement method as included in the bid, which price shall be full compensation for all work herein specified including: dewatering, drainage, sub-grade preparation, unless otherwise indicated and the furnishing of all materials, equipment, tools, labor and incidentals
necessary to complete the work.

B. When not listed as a separate contract pay item, excavation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02240

LIME STABILIZATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Treating of subgrade, sub-base, and base courses by the pulverization, addition of lime, mixing and compacting the mixed material to the required density.

B. Application to natural ground, embankment, existing pavement, base or sub-bases under this contract, or as directed by the ENGINEER, which shall be constructed as specified herein and in conformity with the typical section, lines, grades as shown on the plans.

1.02 QUALITY ASSURANCE:

A. Comply with the latest published edition (or addended portions thereof) of the following standards and codes:

1. ASTM c-207 or Type N - Requirements for Hydrated Lime
2. ASTM Designation C5 - Quick Lime for Structural Purposes
3. Texas SDHPT Test Method Tex-600-J - Hydrated Lime
4. ASTM D-1557 - Density of Compacted Materials
5. ASTM D-2049 - Density of Compacted Materials
6. Texas SDHPT Test Method Tex 113-E - Density of Compacted Materials
7. AASHTO T-99, Method C - Density of Compacted Materials
8. AASHTO M-216 - Hydrated Lime

PART 2 - PRODUCTS

2.01 HYDRATED (DRY) LIME:

A. Use, for stabilization of soils, a dry powder consisting primarily of calcium hydroxide (Ca(OH)2).

B. Provide Material in accordance with Texas SDHPT Test Method TEX-600-J and conforming to the following chemical composition:

Hydrate Alkalinity, Percent by Weight Ca(OH)2	90% Min.
Un-hydrate Lime Content, Percent by Weight CaO	5% Max.
"Free Water" Content, Percent by Weight H2O	4% Max.

And with the following residue retainage:

Residue Retained on No 6 Sieve	None
Residue Retained on No. 10 Sieve	1% Max.
Residue Retained on No. 30 Sieve	2.5% Max.

C. Store and handle hydrated lime in closed, weather proof containers, storage bins, or bags until immediately before application to the road.

D. Furnish hydrated lime in trucks, as applicable, with weight of lime measured on certified scales and clearly marked on the truck or stamped on a haul ticket.

E. Furnish hydrated lime in bags, as applicable, bearing the manufacturer's certified weight. Bags varying more than five percent may be rejected.

2.02 HYDRATED LIME SLURRY:

A. Provide a pumpable suspension of solids, principally composed of hydrated lime, in water.

B. Provide material with a "Solids Content" having a hydrated alkalinity Ca (OH) 2 of not less than 90 percent by weight and a residue retainage equal to the retainage specified in Part 2.01 above.

C. Supply Type B, commercial lime slurry, with a "dry solids content" of at least 31% by weight of the slurry (Grade 1).

D. Procure mixing water only from County of Hidalgo water mains. The Contractor shall make arrangements with the Water Department to obtain a meter and subsequent payment for water used.

2.03 QUICKLIME (MASON'S LIME):

A. Provide quicklime, as a dry powder in a tank, to form a lime slurry.

PART 3 - EXECUTION

3.01 GENERAL:

A. Provide a completed course of treated materials containing a uniform lime mixture, free from loose or segregated areas, of uniform density and moisture content, well bound for its full depth, and with a smooth surface and suitable for placement of subsequent courses.

B. Regulate sequence work, use proper amounts of lime, maintain the work and rework the courses as necessary to meet the requirements of this specification.

C. Construct and shape roadbed to conform with typical sections, lines and grades as shown on the plans, or as directed by the ENGINEER.

D. Excavate materials to be treated to the proposed bottom of lime treatment grade, or secondary grade and remove or window to expose.

E. Correct any wet or unstable material below the secondary grade by scarifying, adding lime and compacting until uniform stability is achieved.

F. Use a cutting or pulverizing machine, as applicable, to remove subgrade material accurately to secondary grade and to pulverize the material at the same time. When cutting or pulverizing machine is used, the requirement for exposing and windowing the material is waived.

G. Roll subgrade before use of pulverizing machinery and correct any soft areas that rolling operations shall reveal.

H. Materials for new bases and sub-bases shall be delivered, placed and spread in the required amount per station. The material shall be thoroughly mixed prior in the same working day.

I. Lime shall be spread only on that area where first mixing operation can be completed in the same working day.

3.02 SLURRY PLACING:

A. Mix lime, in amounts as shown on plans or as specified by the Materials Engineering Laboratory, with water in trucks or approved distributors and apply as a thin water suspension or slurry.

B. The distribution of lime at the rates shown on the plans, as directed herein, and/or as directed by the ENGINEER. Shall be attained by successive passes over a measured surface of roadway until the proper moisture and lime content is achieved.

C. Lime slurry distributors shall be equipped with an agitator for maintaining lime and water in a uniform mixture.

3.03 DRY PLACING:

A. Spread lime by an approved screw type spreader box or by bag distribution at the rate shown in the plans.

B. Distribute lime at a uniform rate and in such a manner as to reduce scattering of lime to a minimum. Lime shall not be applied when wind conditions, in the opinion of the ENGINEER, will cause objectionable blowing of lime to traffic or adjacent properties.

C. Motor graders shall not be used to spread lime.

D. Sprinkle material until proper moisture and lime content has been secured.

3.04 MIXING

A. Mixing procedures shall be the same for "Dry Placing" or "Slurry Placing" or lime.

B. Treatment for Materials in Place:

1. Thoroughly mix material and lime using approved road mixers or other approved equipment, until a homogeneous, friable mixture of material is obtained, free from all clods and lumps.
2. Mix as thoroughly as possible at the time of lime application of materials containing plastic clay or other materials not readily mixed with lime, bring to proper moisture content, seal with a pneumatic roller, and leave to cure one to four days, as directed by the ENGINEER.
3. During curing period, material shall be kept moist by method(s) approved by the ENGINEER.
4. Uniformly mix, after required curing time, using approved methods.
5. Clods in soil binder - Lime mixture shall be reduced in size by raking, blading, dicing, harrowing, scarifying or by other approved pulverization methods such that non-slaking aggregates obtained on the No. 4 sieve are removed. The remainder of the material shall meet the following requirements when test dry by laboratory sieves:

Minimum Passing 1 3/4 inch	100%
Minimum Passing No. 4 Sieve	60%

C. Treatment of New Material

1. Thoroughly mix and blend, using approved road mixers or other approved equipment, the base or sub-base material, lime and required water until a homogeneous, friable mixture is obtained.
2. When lime is placed as a slurry and mixed by use of blades, the material shall be bladed as the lime water mixture is applied.

D. During the time between application and mixing, hydrated lime that has been exposed to the open air for a period of six hours or more, or to excessive loss due to washing or blowing, shall not be accepted for payment.

3.05 COMPACTION:

A. Compaction of the mixture shall begin immediately after final mixing and in no case later than three calendar days after final mixing.

B. Aerate or sprinkle material as required to provide optimum moisture.

C. Compaction shall begin at the bottom and shall continue until entire depth of mixture is uniformly compacted to 95% of maximum density as determined by AASHTO T-99, Method C.

D. If any portion fails to meet the density specified, it shall be reworked as required to obtain specified density.

3.06 FINISHING, CURING, AND PREPARATION FOR SURFACING:

A. Shape surface after compaction to the required lines, grades, and cross sections, followed by thorough rolling sufficiently light to prevent hair-line cracking.

B. Complete section shall be moist cured for a minimum of seven days before further coursed are added or any traffic permitted, other than sprinkling equipment.

C. The surface or compacted layer shall be kept moist until covered by other base or paving material, or until an application of CSS-1 or SS-1 emulsified asphalt as a curing seal. Curing seal shall be applied as soon as possible after final rolling at a rate of 0.10 to 0.20 gallons per square yard. The exact rate will be as directed by the ENGINEER.

No equipment or traffic will be permitted on lime treated materials for 72 hours after application of curing seal.

3.07 MAINTENANCE:

A. Maintain the completed lime treated material within the limits of contract, in condition satisfactory to the ENGINEER as to grade, crown and cross section until surface course is constructed.

B. Immediately repair all irregularities and defects that may occur at no cost to the County and as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. Lime treatment shall be measured for payment in square yards for the thickness of material shown on the plans for the surface area of completed and accepted work. Lime treatment shall be paid for at the contract unit price per square yard.

B. Lime will be measured by the ton 2000 pounds dry weight. Lime will be paid for at the contract unit cost per ton of 2000 pounds dry weight.

C. The contract unit price for lime treatment shall be the total compensation for preparing roadbed; for loosening, pulverizing, application of lime, water content of slurry mixture and the mixing water; mixing, shaping, sprinkling, compacting, finishing, curing and maintaining; for manipulations required, for all labor, equipment, fuels, tools and incidentals necessary to complete the work.

D. The contract unit price for lime shall be full compensation for furnishing the material; for all freight involved; for all unloading, storing and hauling; and for all labor, equipment, fuels, tools, and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 02236

EMBANKMENT

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. This work shall consist of placing and compacting of suitable materials obtained from approved sources for use in the construction of street or channel embankments, beams, levees, pikes and structures.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 GENERAL CONSTRUCTION METHODS

A. Prior to placing any embankment, all tree protection, tree wells and erosion control devices shall be in place and all Section 02101, Preparing Right-of-Way and/or Section 02102, Clearing and Grubbing operations shall have been completed on the areas over which the embankment is to be placed.

B. Stump holes or other small excavations in the limits of the embankments shall be backfilled with suitable materials and thoroughly tamped by approved methods before commencing embankment construction.

C. The surface of the ground, including plowed loosened ground or surface roughened by small washes, shall be restored to approximately its original slope and the ground surface thus prepared shall be compacted by sprinkling and rolling.

D. Construction equipment shall not be operated within the drip line of trees, unless indicated. Construction materials shall not be stockpiled under the canopies of trees.

E. No excavation or embankment shall be placed within the drip line of trees until tree wells are constructed.

F. Unless otherwise indicated, the surface of the ground of all unpaved areas, other than rock which are to receive embankment, shall be loosened by scarifying or plowing to a depth of not less than 4 inches.

G. The loosened material shall be re-compacted with the new embankment as herein after specified.

H. The surface of hillsides to receive embankment shall be loosened by scarifying or plowing to a depth of not less than 4 inches and benches cut before embankment materials are placed.

I. The embankment shall then be placed in layers, as herein after specified, beginning at low side in partial width layers and increasing the widths as the embankment is raised.

J. The material which has been loosened shall be re-compacted simultaneously with the embankment material placed at the same elevation.

K. Where embankments are to be placed adjacent to or over existing roadbeds slopes shall be plowed or scarified to a depth of not less than 6 inches and the embankment built up in successive layers, as hereinafter specified, to the level of the old roadbed before its height is increased. Then, is indicated, the top of the old roadbed shall be scarified and re-compacted with the next layer of the new embankment.

L. The total depth of the scarified and added material shall not exceed the permissible layer depth.

M. Trees, stumps, roots, vegetation or other unsuitable materials shall not be place in embankment.

N. All embankment shall be constructed in layers approximately parallel to the finished grade and unless otherwise indicated, each layer shall be so constructed as to provide a uniform slope of 1/4 inch per foot form the centerline of the roadbed to the outside, except that on super elevated curves, each layer shall be constructed to conform to the super-elevated indicated.

O. The embankment shall be continuously maintained at its finished section and grade until that portion of the work is accepted.

P. After completion of the embankment to the finished section and grade, the CONTRACTOR shall proof roll the sub-grade and re-vegetation procedures must commence immediately to minimize the soil loss and air pollution.

3.02 EARTHEN EMBANKMENTS

A. Earth embankments shall be defined as embankments composed of soil material other than rock and shall be constructed of acceptable material from approved sources.

B. Except as otherwise indicated, earth embankments shall be constructed in successive 6 inch layers, loose measure, for the full width of the individual cross section and in such length as are best suited to the sprinkling and compaction methods utilized.

C. Minor quantities of rocks not larger than 4 inches encountered in constructing earth embankment may be incorporated in the earth embankment layers, provided such placement of rock is not immediately adjacent to structures.

D. Each layer of embankment shall be uniform as to material, density and moisture

content before beginning compaction.

E. Where layers of unlike materials abut each other, each layer shall be feathered on a slope of 1:20 or the material shall be so mixed as to prevent abrupt changes in the soil.

F. No material placed in the embankment by dumping in a pile or windrows shall be incorporated in a layer in that position, but all such poles or windrows shall be moved by blading or similar methods.

G. Clods or lumps of material shall be broken and the embankment material mixed by blading, harrowing, discing or similar methods to the end that a uniform density is secured in each layer.

H. Water required for sprinkling to bring the material to the moisture content necessary for optimum compacting shall be evenly applied and it shall be the responsibility of the CONTRACTOR to secure a uniform moisture content throughout the layer by such methods as may be necessary.

I. All earth cuts, whether full width or partial width cuts in the side of a hill, which are not required to be excavated below sub-grade elevation shall be scarified to a uniform depth of at least 6 inches below grade and the material shall be mixed and reshaped by blading and then sprinkled and rolled in accordance with the requirements outlined above for earth embankments and to the same density as that required for the adjacent embankment.

J. Compaction of embankments shall conform to Section 02210, Sub-grade Preparation. Each layer shall be compacted to the required density by any methods, type and size of equipment which will give the required compaction.

K. Prior to and in conjunction with the rolling operation, each layer shall be brought to the moisture content compaction over the entire layer.

L. For each layer of earth embankment and select material, it is the intent of this specification to provide the density as required herein, unless otherwise indicated.

M. Soils shall be sprinkled as required and compacted to the extent necessary to provide not less than 95 percent nor more than 105 percent of the density as determined to accordance with SDHPT Test Method Tex-114-E at optimum moisture content or within minus 3 percent of the optimum moisture content.

N. Care shall be taken to avoid over compacting high PI expansive clays.

O. After each layer of earth embankment or select material is complete, tests as necessary will be made by the ENGINEER. If the material fails to meet the density specified, the course shall be reworked as necessary to obtain the specified compaction.

3.03 ROCK EMBANKMENTS

A. Rock embankments shall be defined as those composed principally of rock and shall be constructed of accepted material from approved sources. Rock embankments shall not be placed immediately adjacent to structures.

B. Except as otherwise indicated, rock embankments shall be constructed in successive layers for the full width of the cross section and of 18 inches or less in depth.

C. When, in the opinion of the ENGINEER, the rock sizes necessitate a greater depth of layer than specified, the layer depth may be increased as necessary, but in no case shall the depth of layer exceed 2 1/2 feet.

D. Each layer shall be constructed by starting at one end and dumping the rock on the top of the layer being constructed then pushing the material ahead with a bulldozer in such a manner that the larger rock will be placed on the ground or preceding embankment layer and the interstices between the larger stones filled with small stones and spalls by the operation and from the placing of succeeding loads of material.

E. The maximum dimension of any rock used in embankment shall be less than the depth of the embankment layer and in no case shall any rock over 2 feet in its greatest dimension be placed in the embankment.

F. All oversized rocks which are otherwise suitable for construction shall be broken to the required dimension and utilized in embankment construction where indicated, except that when preferred by the CONTRACTOR and acceptable to the ENGINEER, such rocks and may be placed at other points where the embankment layer is of greater depth, thus requiring less breakage.

G. Each layer shall be compacted to the required density as outlined for "Earthen Embankments", above, except in those layers where rock will make density testing difficult, the ENGINEER may accept the layer by visual inspection or proof rolling.

H. Unless otherwise indicated, the upper 3 feet of the embankment shall contain no stones larger than 4 inches in their greatest dimension and shall be composed of material so graded that the density and uniformity of the surface layer may be secured in accordance with SDHPT Test Method Tex-114-E.

I. Exposed oversize material shall be broken up or removed.

3.04 EMBANKMENT AT CULVERTS AND BRIDGES

A. Embankments adjacent to culverts and bridges which cannot be compacted by use of the blading and rolling equipment used in compacting the adjoining sections of embankment shall be compacted in the manner prescribed under Section 02221, Trench Excavation Backfill and Compaction or Section 02223, Structural Excavation and Backfill.

B. Embankment placed around spill through type abutments shall be constructed in 6 inch loose layers of uniform suitable material placed in such manner as to maintain approximately the same elevation on each side of the abutment and all materials shall be mixed, wetted and compacted as specified above.

C. Embankment material placed adjacent to any portion of any structure or above the top of any culvert or similar structure shall be free of any appreciable amount of gravel or stone particles and thoroughly compacted by mechanical compaction equipment.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. All accepted embankment, when included in the contract as a separate bid item, will be measured in place and the volume computed in cubic yards by the method of average end areas.

B. No allowance will be made for shrinkage.

4.02 PAYMENT

A. The accepted quantities of embankment, when included as a separate bid item, will be paid at the contract unit bid price per cubic yard.

B. When not listed as a separate contract pay item, embankment shall be considered as incidental work, and the cost thereof shall included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02238

REMOVAL OF CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of breaking up, removing and satisfactorily disposing of existing concrete, as classified, at locations indicated or as directed by the Engineer.

B. Existing concrete, when under this section, will be classified as follows:

1. Concrete Curb will include curb, curb and gutter combinations thereof.
2. Concrete Slabs will include, but not be limited to, patio slabs, porch slabs, concrete riprap and concrete pavement.
3. Sidewalks and Driveways will include concrete sidewalks and driveways.
4. Concrete Walls will include all walls regardless of height and wall footings.
5. Concrete Steps will include all steps and combinations of walls and steps.
6. Abandoned Foundations will include abandoned Electric Department foundations.
7. Miscellaneous Concrete shall include but not be limited to manholes, inlets, junction boxes and headwalls.

PART 2 PRODUCTS

2.01 MORTAR:

A. Mortar, for repair of existing concrete structures, shall conform to the requirements thereof in Section 03300 - Cast-In-Place Concrete.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected. The existing concrete shall be broken up, removed to conform to Section 02101 - "Preparing Right-of-Way" and disposed of by the Contractor and deposited at a permitted at a permitted disposal site.

B. Where only a portion of the existing concrete is to be removed and that remaining will continue to serve in its purpose, care shall be exercised to avoid damage to that portion to remain in place.

C. The existing concrete shall be cut to the neat lines when indicated or as established by the Engineer, by sawing with an appropriate type circular concrete

saw to a minimum depth of 1/2 inch.

D. Any reinforcing steel encountered shall be cut off 1 inch inside of concrete sawed line. Any existing concrete which is damaged or destroyed beyond the neat lines so established shall be replaced at the Contractor's expense.

E. Remaining concrete shall be mortared to protect the reinforcing steel and provide a neat clean appearance.

F. Where reinforcement is encountered in the removed portions of structures to be modified, a minimum of 1 foot of steel length shall be cleaned of all old concrete and left in place to tie into the new construction where applicable.

G. All unsuitable material shall be removed and replaced with approved material.

H. All foundation, walls or other objectionable material shall be removed to a minimum depth of 18 inches below all structures and 12 inches below areas to be vegetated.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Concrete curb and concrete wall removed as prescribed above will be measured by the linear foot in its original position regardless of the dimensions or size.

B. Concrete slabs and concrete sidewalks and driveways removed as prescribed above will be measured by the square foot in original position, regardless of the thickness and reinforcing.

C. Concrete steps removed will be measured per linear foot of each individual step tread including the bottom step.

D. Concrete foundation removed will be measured per each.

E. Miscellaneous concrete removed will be measured per each.

4.02 PAYMENT:

A. This item will be paid for at the contract unit price bid for "Removed Concrete Curb", "Removed Concrete Slab", "Remove Concrete Sidewalks and Driveways", "Removed Concrete Foundations" and "Remove Miscellaneous Concrete" which price shall be full compensation for all work herein specified, including the disposal of all material not required in the work, the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the work.

B. When not listed as a separate contract pay item, removal of concrete shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02572

CONCRETE PIPE

1. DESCRIPTION

This item shall consist of concrete pipe of the types, classes, sizes and dimension required on the plans, furnished and installed at such places as are designated on the plans and profiles, or by the Engineering accordance with these specifications and in conformity with the lines and grades on the plans or as directed by the ENGINEER.

2. MATERIALS

A. General: The pipe shall be of the type, size and class called for on the plans or in the proposal, and shall be in accordance with the following appropriate requirements. When the plans or proposal provide a choice of pipe, the CONTRACTOR shall indicate in the bid the type of pipe proposed to be furnished.

B. Non-Reinforced Concrete Pipe: Non-Reinforced concrete pipe shall conform to the requirements of ASTM Specifications C412; C14 or C118.

C. Mortar: Mortar for pipe joints and connections to other structures shall be composed of one part by volume of Portland Cement and two parts of mortar sand. The Portland Cement shall conform to the requirements of ASTM Specification C-150, Type 1. The sand shall conform to the requirements of AASHTO Specification M-45. Hydrated lime may be added to the mixture of sand and cement in the amount equal to 15% of the weight of cement used.

D. Rubber Joint Pipe: Rubber joint pipe shall be of the bell and spigot type with the adjacent surfaces of the bell and spigot parallel to the axis of the pipe. The dimension of the bell enlargement shall be such as to provide a minimum shell thickness in each the bell and spigot equal to the wall thickness of the pipe.

The inner surface of the bell and the outer surface of the spigot shall be true to design dimensions within a tolerance of 1/32 inch plus or minus. The annual space shall properly designed to compress the rubber gasket to form a watertight seal when the joints are forced together.

E. Rubber Gasket: The rubber gasket shall be a round rubber ring seated in the shallow groove provided in the spigot to hold the ring in place.

3. CONSTRUCTION METHODS

A. Equipment: All equipment necessary, and required for the proper construction of pipe lines shall be on the project in first class working condition approved by the ENGINEER before construction is permitted to start. The CONTRACTOR shall provide hoisting equipment to handle the pipe in unloading and placing it in its final position without

damage to the pipe.

The CONTRACTOR shall provide such hand tampers and pneumatic tampers to obtain the compaction of the pipe bed and the backfill as specified.

B. **Excavation**: The CONTRACTOR shall do all elevation to the depth shown on the plans. Excavated material not required or acceptable for backfill shall be disposed of by the CONTRACTOR as directed by the ENGINEER. Excavation shall not be carried below the required depth; when this is done the trench shall be backfilled at the CONTRACTOR's expense with sand or other granular material approved by the ENGINEER and adequately compacted so as to provide a stable foundation for the pipe.

When so directed by the ENGINEER, unstable soil shall be removed for the full width of the trench and replaced with sand or other approved granular material and shaped to form the bed for the pipe.

The depth of cut shown on the plans is to the invert of the pipe line.

The trench shall be excavated accurately to the established line and grade and the bed for the pipe shaped so that at least the lower 1/4 of the pipe shall be in continuous contact with the bottom of the trench.

Spaces for pipe bell shall be accurately excavated to size so that the barrel support the entire weight of the pipe.

The CONTRACTOR shall do such trench bracing, sheathing, or shoring necessary to perform and protect the excavation, also as required for safety and to conform to governing laws.

The cost of bracing, sheathing and sharing and the removal of same safety and to conform to governing laws.

The cost of bracing, sheathing and shoring and the removal of same shall be included in the price bid for pipe.

C. **Cradles and Casing:** When the ENGINEER finds the bottom of the trench to be and insufficient foundation for the pipe, He shall determine the location and dimensions of the necessary cradles to properly support the pipe. The design details for the cradles shall be shown on the plans.

D. **Laying and Installing Pipe:** The CONTRACTOR shall provide the necessary mason's lines and supports to insure installation of the pipe to line and grade, as staked by the ENGINEER. The CONTRACTOR's facilities for lowering the pipe into the trench shall be such that neither the pipe nor the trench will be damaged or disturbed.

The ENGINEER shall inspect all pipe before it is laid, and reject any section that is damaged by handling or is found to be defective to a degree which will materially affect the function and service of the pipe.

The laying of the pipe in the finished trench shall be started at the lowest point and laid upgrade. When bell and spigot pipe is used the bell shall be laid upgrade. If tongue and groove pipe is used, the groove end shall be laid upgrade.

The pipe shall be firmly and accurately set to line and grade so that the invert will be smooth and uniform. The pipe shall be protected from water during placing and until the mortar in the joints has thoroughly set. When placing concrete pipe constructed with elliptical reinforcing the pipe shall be oriented in accordance with the manufacturer's markings of top and bottom.

The upgrade end of pipe lines not terminating in a structure shall be plugged with a cap or plug approved by the ENGINEER.

Pipe which is not true in alignment, or which shows any settlement after laying, shall be taken up and re-laid without extra compensation.

E. Pipe Joints: Motor joints shall be made as follows:

All pipe shall be carefully laid, bell or groove and upgrade, spigot or tongue and fully entered into the adjacent hub, with the inner surface of the abutting pipes flush and even and true to lines and grades given.

The joints of the concrete pipe shall be caulked and filled with specified mortar. Joints of concrete pipe shall be thoroughly wet before making the joint. The lower portion of the bell or groove of the pipe in place and the upper portion of the spigot or tongue of the succeeding pipe shall be filled with mortar so that when the spigot or tongue end is fully entered into hub end, the mortar will be squeezed evenly into the joint. After the pipe is laid, mortar shall be added as required to completely fill the joint inside and out, wiped and finished smooth with the surface of the pipe. After the initial set, the mortar on the outside shall be protected from the air and sun with a cover of thoroughly wetted earth or burlap, or sheet plastic. Joints for irrigation pipe lines shall be banded on the outside.

F. Rubber Joints shall be made as follows:

Round rubber ring gaskets shall be installed by forcing the spigot of each pipe section (with gasket in place) into the bell of the previously laid pipe with an approved pulling device that will force the sections together smoothly so that the gasket is properly seated and compressed. The bell and spigot shall be lubricated with flax soap lubricant before the sections are forced together.

It shall be the prime requirement that the completed line have watertight joints throughout.

The method of pulling the joints together shall be such as to avoid disturbing previously laid sections of pipe, or allowing the rubber gaskets to lose compression.

G. Open Joints: Open joints for underdrains or subdrains shall be made by butting pipe tightly together without mortar. The top three-fourths of the joints shall be protected by

covering with mortar or roofing felt or as specified in the plans.

H. **Backfilling:** All trenches and excavations shall be backfilled in a reasonable time after the pipes are installed therein unless other protection of the pipe is directed by the ENGINEER. The backfill material shall be approved by the ENGINEER. Backfill material containing stones or rock exceeding three (3) inches in diameter shall not be used adjacent to the pipe or until the fill over the top of the pipe exceeds one (1) foot. Backfill material containing rock three (3) inches in diameter or larger shall not be used in trenches under paved areas. Special care shall be taken in placing the backfill. Great care shall be used to obtain thorough compaction under the haunches and along the sides to the top of the pipe.

The backfill shall be placed by hand in loose layers not to exceed six (6) inches in depth under and around the pipe and thoroughly compacted to the density of the surrounding earth until a cover of not less than twelve (12) inches over the pipe is attained. The remainder of the backfill may be placed by machine or other approved methods as follows:

I. **Under paved areas and driveways** the backfill shall be placed in loose layers not exceeding eight (8) inches in depth and compacted to the density of the surrounding earth or in any case, not less than 80% density as determined by AASHTO Test Method T-99 up to a point nine (9) inches below sub-grade surface.

The top nine (9) inches of sub-grade shall be compacted to 90% density.

J. **In unpaved areas** backfill shall be placed in layers and controlled moisture added when so directed and shall be compacted to that density which will prevent caving of trench walls and will prevent excessive settling of backfill. Backfill shall be shaped neatly in a mound over the immediate area of the trench to a height six (6) inches above ground so that when completely settled, the area of the trench will be level with normal ground. Where trenches are adjacent to curbs, pavement, walks or other structures, care shall be taken to obtain the compaction necessary to prevent cave ins and subsequent damage to said curbs and structures.

Water tamping or flooding will be permitted in unpaved areas unless otherwise directed by the ENGINEER.

K. **Connections:** Where the plans call for connections to existing or proposed structures, these connections shall be watertight and so made that a smooth uniform flow line will be obtained throughout the drainage system.

L. **Cleaning and Restoration of Site:** After the backfill is completed, the CONTRACTOR shall immediately dispose of all surplus material, dirt and rubbish from the site. The CONTRACTOR shall restore all disturbed areas to their original conditions.

After all work is completed, the CONTRACTOR shall removal tools and other equipment used by him, leaving the entire site free, clear and in good condition.

Performance of work described in this section shall not be paid for directly, but shall be considered as a subsidiary obligation of the CONTRACTOR, cover under the contract unit price for pipe.

M. Inspection: Prior to final approval of the pipe line the ENGINEER, accompanied by the CONTRACTOR's representative, shall make thorough inspection, by an appropriate method, of the entire installation. Any indication of defects in material or workmanship or obstruction to flow in the pipe system shall be further investigated and corrected as necessary. Defects due to the CONTRACTOR's negligence shall be corrected by the CONTRACTOR without additional compensation, and as directed by the ENGINEER.

4. METHOD OF MEASUREMENT

The footage of pipe to be paid for shall be the number of linear feet of pipe in place to the depth specified, completed and approved; measured along the centerline of the pipe from end or inside face of structure, to end or inside face of structure, whichever is applicable. Depth shall be measured from the ground surface to the invert of the pipe. The several classes, types, and sizes shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe line being measured.

The volume of concrete for pipe cradles to be paid for shall be the number of cubic yards of concrete complete in place and accepted, determined from the dimensions shown on the plans, or as ordered by the ENGINEER.

5. METHOD OF PAYMENT

The footage of pipe, measured as provided under "Method of Measurement" shall be paid for at the contract unit price per linear foot for "Concrete Pipe" of the several classes, types, sizes and depths, which price and payment shall constitute full compensation for furnishing, hauling and installing the pipe, for common excavation; for backfill and compaction; for jointing; for connections to structures; and for all material, labor, equipment, tools and incidentals necessary to complete the pipe as shown on the plans out shall not constitute payment for manholes, catch basins, inlets, cradles, inspection holes, or headwalls, the payment for which is provided for as separate items.

The cubic yards of concrete determined as provided under "Method of Measurement" shall be paid for at the contract unit price per cubic yard for "Concrete for Pipe Cradles", which price and payment shall constitute full compensation for concrete in place including reinforcing when shown on the plans.

*** * * END OF SECTION * * ***

SECTION 02575

MANHOLES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of materials for and the installation of manholes for sanitary and storm sewer systems.

B. Manholes shall be constructed in accordance with the design and details shown on the plans and as herein after provided.

C. Precast concrete cone units may be used on brick, concrete block, and poured concrete manholes, where specified.

D. Invert elevations shall not vary more than 0.05 feet from the grade designated by the ENGINEER.

E. Manholes will not be constructed with cast in place steps. Where steps are required by the ENGINEER, the steps will be installed after the manhole has been constructed. The step used shall be a 1/2" grade 60 steel reinforcing rod encapsulated in a co-polymer poly-propylene as manufactured by M.A. Industries, Inc. (Model #P-2-PFS) or equal as approved by the ENGINEER. Installation of the steps shall be as recommended by the manufacturer.

PART 2 - PRODUCTS

2.01 GENERAL:

A. All cement used shall be Type II or approved equal.

B. All manhole foundations or bases shall be concrete and constructed as shown on the plans and in no case shall the thickness be less than 6 inches.

2.02 BRICK MANHOLES

A. Unless otherwise specified, manholes described herein shall be constructed of grade MS Brick and Type M Concrete Mortar.

2.03 CONCRETE MANHOLES

A. Precast Manholes & Sections

1. Construct eccentric or concentric top manholes as indicated of precast pipe on conformance with ASTM C-478 using Type II Portland Cement.

2. Construction details as indicated on the plans.
3. Provide factory fabricated block-outs at base or cast-in-place rubber gasket for connection of required sewer line.
4. Minimum wall thickness will be 5 inches.
5. Concrete in foundation shall comply with Section 03300. Reinforcing steel shall comply with Section 03330.

B. Cast-in-Place Manholes

1. Concrete shall comply with Section 03300.
2. Reinforcing Steel shall comply with Section 03330.
3. Construction details as indicated (D-2).
4. Minimum wall thickness will be 5 inches.
5. Provide cast-in-place rubber gasket for connection of required sewer line.

C. Precast Concrete Manhole Bases

1. Precast concrete manhole bases may be used when approved by the ENGINEER. If approved, it shall be with the understanding that the CONTRACTOR shall be responsible for placing the bases at the specified elevation, location, and alignment.
2. Precast bases shall be manufactured with cast-in-place sewer pipe gaskets, such as: "A-LOK" or approved equal.

2.04 COATING OF MANHOLES:

A. Exterior of Manholes

1. Exterior coating of manholes shall be required in all cases.
2. The coating shall be a waterproofing type of bitumastic or asphaltic material, as approved by the ENGINEER.
3. Application shall be in accordance with the manufacturer's published recommendations.

B. Interior of Manhole

1. Interior coating of manholes shall be required as noted in the plans or as directed by the ENGINEER.
2. Coating shall be in accordance with the manufacturer's published recommendations.

C. Plastering of Manholes

1. The work shall include the coating of the surface of existing brick or block manholes with plaster as required on the plans or directed by the ENGINEER.

2.05 FRAMES, GRATES, RINGS AND COVERS:

A. Welded Steel

1. Welded steel grates and frames shall conform to the member, size, dimensions and details indicated and shall be welded into an assembly in accordance with those details.
2. Steel shall conform to the requirements of ASTM A 36.

B. Castings

1. Castings, whether Carbon-Steel, Gray Cast Iron or Ductile Iron shall conform to the shape and dimensions indicated and shall be clean substantial castings, free from sand or blowholes or other defects. Surfaces of the castings shall be free from burnt on sand and shall be reasonable smooth.
2. Runners, risers, fins and other cast on pieces shall be removed from the castings and such areas ground smooth.
3. Bearing surfaces between manhole rings and covers or grates and frames shall be cast or machined with such precision that uniform bearing shall be provided throughout the perimeter area of contact.
4. Pairs of machined castings shall be march marked to facilitate subsequent identification at installation.
5. Steel castings shall conform to ASTM A 27, "Mild to Medium Strength Carbon Steel Castings or General Application". Grade 70-36 shall be furnished unless otherwise specified.
6. Cast iron castings shall conform to ASTM A 48, "Gray Iron Castings", Class 30.
7. Ductile Iron castings shall conform to ASTM A 536, "Ductile Iron Castings". Grade 60-40-18 shall be used unless otherwise indicated.

C. Rings

1. Adjusting rings shall conform to ASTM A 536, "Gray Iron Castings"

D. Nuts and Bolts

1. Commercial grade galvanized nuts and bolts shall be as indicted. The zinc coating shall be uniform in thickness, smooth and continuous.

E. Mortar

Mortar for bedding castings shall consist of 1 part cement and 3 parts sand meeting the requirements of fine aggregate Grade No. 1 in Section 03300.

F. Manhole Accessories

1. Manhole lid and cover:

   a. Gray cast iron, with minimum clear opening 24-inches.
   b. Use Neenah R-1916-F or approved equal for bolted covers.

c. Use Neenah R-1670-D for lids not requiring bolting feature.
d. Provide anchor bolt holes for exposed manhole tops.

2. Manhole Rings - provide minimum of three throat rings between cone and manhole lid and cover.

3. Coating - interior concrete surfaces will be protected by two applications of Inerol Standard as manufactured by the Inerol Company, Inc., or equal as approved by ENGINEER.

PART 3 - EXECUTION

3.01 GENERAL:

A. Foundations to be poured in place.

B. Construct manhole foundation and channel inverts integrally. See Standard Details included herein.

C. Precast manhole sections may be installed after foundation concrete has attained 75% of design strength.

D. Forms for cast-in-place manhole may be installed after foundation concrete has attained 75% if design strength.

E. Manhole foundation and manhole may be installed simultaneously if manhole section is supported on concrete blocks and foundation concrete placed under and around bottom section.

F. Completely fill joints with pre-formed plastic gasket.

G. Heat materials in freezing weather and protect work from cold; maintain temperature of work at 40^0 F. for at least 24 hours after placing.

H. Invert Channels:

1. Form invert channel as indicated.
2. Make changes in direction of flow with smooth curves of as large a radius as size of manhole permits.
3. Make changes in size and grade smoothly and uniformly.
4. Slope floor of manhole adjacent to channels in drain thereto.
5. Finish channel bottom smoothly without roughness, irregularity, or pockets.

I. Pipe Connection:

1. Make watertight.
2. Use rubber gasket.
3. All connections shall be at flowline of manhole.

J. Exterior Pipe Support:

1. Support vitrified clay pipe on concrete cradle from manhole connection to first joint on each side of manhole as indicated.
2. Provide pipe joint within 18 inches of manhole wall.

K. Castings, frames, and fittings:

1. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortal is placed.
2. The unit shall be protected until mortar or concrete is set.

L. Coatings shall be applied after ENGINEER's approval of structure.

M. Oil foundations, one foot beyond perimeter of concrete to base shall be compacted to a depth of one foot to 95% maximum density of ASTM D 1557.

3.02 BRICK MANHOLES:

A. Brick shall be clean, saturated surface dry before laying and shall be laid on a full mortar bed with "push joints".

B. In no event will slushing or grouting of a joint be permitted nor shall a joint be made by working in mortar after the brick has been laid.

C. Joints between the courses of bricks in manholes and other structures shall be as nearly as possible to a uniform thickness of 3/8 inch.

D. The inside and outside of all brick sewer structures shall be neatly plastered with Type M mortar 1/2 inch thick and curved.

E. Brick work shall not be laid upon a concrete foundation less than 24 hours after such foundation has been poured.

F. No brick work shall not be laid in water nor, except as prescribed for curing, shall water be allowed to stand or run on any brick work until the mortar has thoroughly set.

G. Where new work is joined to existing unfinished work, the contact surfaces of the latter shall be thoroughly cleaned and moistened.

3.03 CONCRETE MANHOLES:

A. Manholes constructed of poured concrete (reinforced or non-reinforced) or precast reinforced concrete risers and tops shall complying with the requirements of ASTM C 478.

B. Circular precast manhole sections shall be provided with a rubber or mastic gasket to seal joints between sections.

C. All lifting holes, except Type "C" manhole cover lids, and gaps at joints shall be filled with a non-shrink grout.

3.04 ABANDONMENT OF MANHOLES:

A. Abandonment of manhole, which is part of a sewer line being abandoned, shall entail the following work and materials:

1. Manhole will not be removed but will be abandoned in place.
2. All manhole inlet and outlet lines shall be plugged with a 12-inch thick concrete or concrete mortar plug.
3. Salvageable material shall be stockpiled on the job site. The CONTRACTOR shall contact Public Works Department to arrange for a representative to inspect the materials for usability. Salvageable materials shall be transported by the CONTRACTOR to the County yards. CONTRACTOR will receive a receipt for the turned-in materials. Receipts will be submitted to the ENGINEER prior to final acceptance of the Project.
4. Unusable materials will be disposed of by the CONTRACTOR.
5. Manhole bottom will be pulverized, as directed by the ENGINEER.
6. The manhole shall be filled with cement treated base (CTB) material to the bottom elevation of the asphalt base course of the pavement or to the ground surface level.
7. All labor, materials and equipment necessary to complete this work shall be furnished by the CONTRACTOR.
8. For historical information the ENGINEER shall have a survey performed which will locate the abandoned manhole, relative to permanent survey markers or as directed by the ENGINEER.

3.05 MANHOLE REHABILITATION IN REPLACEMENT WORK:

A. The work under this item shall be to replace the existing manhole frame and cover and to place a concrete pad around the existing manhole as required per the construction plans.

B. This work will be done only when an existing manhole is encountered in the normal course of the replacement work that has a light weight, vented, multi-holed manhole cover.

C. This work shall include the following:

1. Remove any and all existing brick under frame and replace with new Grade MS brick as necessary to bring new frame and cover up to street grade.
2. Remove and replace existing concrete pad, or construct a new pad.
3. Remove existing manhole steps and if manhole is greater than 10 feet deep, new steps will be installed.
4. Remove and replace pavement.
5. Excavation and compaction of backfill as necessary.
6. All materials, labor and equipment necessary to do the work under this item shall be furnished by the CONTRACTOR.

D. The work and materials under this item shall be done according to the manner set forth in the Standard Detail Drawings and other sections of these specifications.

E. Salvageable material shall be stockpiles on the job site. The CONTRACTOR shall contact the Public Works Department to arrange for a representative to inspect the materials for usability. Salvageable materials shall be transported by the CONTRACTOR to the County Yards. CONTRACTOR will receive a receipt for the turned-in materials. Receipts will be submitted to the ENGINEER prior to final acceptance of the Project. Unusable materials will be disposed of by the CONTRACTOR.

3.06 MANHOLE DATA SHEET:

A. Before this work is accepted, the CONTRACTOR shall provide to the ENGINEER a completed manhole data sheet for each new manhole constructed.

B. Manhole data sheet as shown in Exhibit 02575-1 will be completed in accordance with the following instructions.

1. A Manhole Data Sheet will be prepared for each manhole constructed.
2. The original copy of the Data Sheet will be filed with the ENGINEER. Distribution of copies will be made to all interested parties.
3. The Manhole Number will be assigned by the ENGINEER.
4. Manhole Type is the general description of the manhole, e.g.: 6 foot diameter Type E as per Standard Detail Drawings.
5. Manhole cover Size is the nominal diameter of the manhole cover. Type, Model and Pattern refers to the manufacturer, material made of, model number and design pattern to identify the identical manhole cover for replacement.
6. Section 3 requires the name of the CONTRACTOR, the name of the foreman, and the name of the inspector actually responsible for the construction of the manhole.
7. Under "Project Name" is the work order number under this contract.
8. Date Warranty Begins is the official date of acceptance of the Project or portion of the Project or portion of the Project of which this manhole was a part.
9. Date Warranty expires is the expiration date under the Contract for requiring warranty repairs.
10. Street Location: Give both block number and street name. For manholes in intersections give both streets. The "Remarks" section may be used for further clarification of manhole location.
11. Disregard the section of coordinate location. To be filled in by the OWNER at a later date.
12. All applicable items on the Manhole Data Sheet should be filled in. However, accuracy is more important than filling in blank spaces. Therefore, if an item is unknown and cannot be determined, leave the space blank.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. New Manholes

1. Manholes of 4-foot, 6-foot or 8-foot diameters shall be measured per each within the following increments of depth: 3 to 6 feet, 7 to 10 feet and 11 to 14 feet.
2. Manholes which are greater in depth than 15 feet shall be measured by the vertical foot.
3. Measurements will be made to the nearest foot and will be from the manhole rim elevation to the manhole invert elevation.

B. Elevation Adjustments

1. When a new manhole is installed, no measurement or payment will be made for rim elevation adjustment to conform to street surface grades.
2. The following measurements for rim elevation adjustments on existing manholes will be made as follows:

    a. Adjustment to a manhole frame by the addition of adjustment ring(s) will be measured per inch of adjustment ring.
    b. Leveling brick adjustment will be measured per inch of adjustment.
    c. Adjustment of manhole cone and/or barrel will be measured by the manhole diameter per vertical foot.

C. Manhole Coating

1. Plastering will be measured per square foot of surface area covered.
2. Polyurethane protective coatings will be measured as provided in section 02590.

D. Manhole Steps

1. Where required, manhole steps will be measured per installed step.

E. Abandonment of Manholes

1. Abandonment of manholes will be measured per each for the work specified.

F. Manhole Rehabilitation

1. Manhole rehabilitation will be measured per each for the work specified.

4.02 PAYMENT

A. The accepted quantities for manholes shall be paid for as follows:

1. Payment for manholes 14-feet deep or less will be made on the unit price per manhole diameter per depth increment as specified in the Bid Proposal.
2. Payment for manholes 15-feet in depth or greater will be made on the unit price per manhole diameter per vertical foot.
3. Payment for any diameter or depth will include: excavation, compacted backfilling, shelving, cover or cone, leveling bricks, frame and cover, and concrete pad or collar.

B. Elevation Adjustments

1. The following payments for accepted quantities of rim elevation adjustments on existing manholes will be as follows:

   a. Adjustment of a manhole frame by addition of adjustment ring(s) will be paid for at the unit bid price per inch of adjustment ring.
   b. Leveling brick adjustment will be paid for at the unit bid price per inch of adjustment.
   c. Adjustment of manhole cone and/or barrel will be paid for at the unit bid price per manhole diameter per vertical foot.

C. Manhole Coating

1. Plastering of the interior of manholes will be paid for at the unit bid price per square foot of surface area covered.
2. Coating of the exterior manhole with bitumastic or asphaltic material will be considered incidental to the appropriate manhole with no payment thereof.
3. Plyurethane protective coatings will be paid for as provided in Section 02590.

D. Manhole Steps

1. Manhole steps, where required, will be considered incidental to the appropriate manhole with no direct payment therefore.

E. Payment for abandonment of manholes will be paid for at the unit price per each for the work specified.

F. Payment for manhole rehabilitation will be paid for at the unit price per each for the work specified.

G. As required, the following items will be included in the unit price per appropriate adjustment: pavement removal and replacement, excavation, compacted backfilling, concrete collar or pad, leveling bricks, adjusting rings, and/or frame and cover.

H. Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required including polyurethane protective coating if not included as a separate pay item. All in accordance with the plans and specifications herein.

*** * * END OF SECTION * * ***

SECTION 02580

STORM SEWER APPURTENANCES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing and installing appurtenances except manholes, for storm sewers in accordance with details on the plans and as specified herein as directed by the ENGINEER.

B. The various types of structures and appurtenances such as inlets, headwalls, energy dissipators, etc. are designated on the plans by letters or by numbers indicating the particular design of each. Each type shall be constructed in accordance with the details indicated and to the depth required by the profiles and schedules given.

PART 2 - PRODUCTS

2.01 GENERAL:

A. The construction plans will specify the size and material for the pipe between the storm sewer main and the storm water collection structure.

B. The various types of storm inlets and their relation to curb and gutter, or valley gutter are shown on the Standard Detail Drawings. Construction plans will identify the type to be constructed.

C. Grating size, material, and configuration shall conform to the Standard Detail Drawings.

2.02 MATERIALS:

A. Concrete

1. Concrete for cast in place miscellaneous structures shall be Class A concrete when used with precast pipe sewer construction and Class C concrete when used with monolithic pipe sewer construction.
2. Concrete for precast structures shall be 4000 psi and comply with the applicable requirements of ASTM C 478.

B. Mortar:

1. Mortar shall be composed of 1 part Portland Cement and 2 parts clean, sharp mortar sand suitably graded for the purpose by
conforming in other respects to the provisions of Section 03300 for fine aggregate.

2. Hydrated lime or lime putty may be added to the mix, but in no case shall it exceed 10 percent by weight of the total dry mix.

C. Reinforcement:

Reinforcing Steel shall conform to Item 440.

D. Brick:

1. Bricks shall be of first quality, sound, hard-burned brick. Shale bricks, if used, shall be homogeneous, thoroughly and uniformly burned.
2. Bricks shall not absorb more than 17 percent of water by weight submerged in water for 24 hours, having been in a completely dry state prior to placing in water.
3. Clay brick shall conform to the requirements of ASTM C 62, Grade SW. concrete brick meeting the requirements of ASTM C 55, Grade A, shall be acceptable.

E. Concrete Block:

Concrete blocks when indicated shall conform to ASTM C 139.

F. Frames, Grates, Rings and Covers:

Frames, grates, rings and covers shall conform to Section 02575 and 02577.

G. Miscellaneous Items:

Cast iron for supports, steps and inlet units shall conform to the shape and dimensions indicated. The casting shall be clean and perfect, free from sand or blow holes or other defects. Cast iron casting shall meet the requirements of ASTM A 48, Class 30. Steel for temporary covers when used with Stage Construction shall be adequate for the loads imposed.

PART 3 - EXECUTION

3.01 INSTALLATION OF DRAINAGE FACILITIES:

A. Excavation and backfilling for the storm inlet shall be accomplished in accordance with Section 02221.

B. Trenching, backfilling, and compaction for the connecting pipe between the storm sewer main and the storm inlet shall conform to the specifications contained in Section 02221. Pipe shall be installed in accordance with Section 02572.

C. All pipe and structures shall be installed per location and elevations, as shown on the construction plans. If during the course of installation, an underground obstruction (i.e., existing utility line) the work shall stop and the ENGINEER shall be immediately notified so that the problem can be resolved.

D. Direct connection to storm sewer main will be permitted if the main is a minimum of 36 inches in diameter (I.D.) and the connecting line is not greater than 12-inches (I.D.). If storm sewer mains are 48 inches (I.D.) or larger, the connecting line diameter may be increased to 18 inches (I.D.). For connecting line sized greater than those specified above, the connecting to the main will be made into a manhole or by inserting into the main a factory constructed way. Connection to the main will comply with the Standard Detail Drawings.

E. Removal of curb and gutter and sidewalk for installation of a storm inlet shall be made at a scored or full depth joint.

F. Existing pavement removal and replacement shall conform to Section 02572, 02575, 02601 and 02612 and shall conform to residential or arterial pavement sections of the same material (asphalt or Portland Cement concrete) as the existing pavement.

G. No width greater than 1/2 inch will be permitted between the inlet grate and the roadside portion of the inlet frame.

H. Private drainage facility installations, which are to be constructed under the authorization of "Drainage Facilities within Public Right-of-Way," shall comply with the Standard Detail Drawings and appropriate sections of this publication.

I. The construction inlets shall be done as soon as is practicable after sewer lines into the inlet are complete. All sewers shall be cut neatly at the inside face of the walls of the inlet and pointed up with mortar.

J. Bases for cast in place inlets may be placed prior to or at the CONTRACTOR'S option after the sewer is constructed.

K. The inverts passing out or through an inlet shall be shaped and grout across the floor of the inlet as indicated. This shaping may be accomplished by adding shaping mortar or concrete after the base is cast or by placing the required additional material with the base.

L. All miscellaneous structures shall be completed in accordance with the details indicated. Backfilling to original ground elevation shall be in accordance with the provisions of the appropriate items and as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Pavement removal and replacement will be measured by the square yard.

B. Trenching, backfilling and compaction will not be measured or paid, but will be considered incidental to other items.

C. Frame, grates, rings and covers will not measured or paid, but will be considered

incidental to other items.

D. Connecting pipe shall be measured by the linear foot along centerline of pipe from the main side wall of the inlet to the centerline of the main.

E. Storm sewer inlets shall be measured per each for the type and size specified.

F. All miscellaneous structures satisfactorily completed in accordance with the plan and specifications will be measured as complete units per each.

4.02 PAYMENT:

A. The accepted quantities of pavement removal and replacement shall be paid for at the unit bid price per square yard per type of replacement paving material.

B. The accepted quantities of connecting pipe shall be paid at the unit bid price per linear foot per type and size of pipe, and shall include pipe in place and all necessary jointing materials.

C. The accepted quantities of storm inlets will be paid at the unit price per each per type of storm inlet, and shall include: structure, grating, excavation, backfilling and compaction, and curb removal and replacement, as defined in Bid Proposal.

D. The accepted quantities of special complete structures shall be paid at the unit bid price per each.

E. Compensation, whether by contract pay item or incidental work will be for furnishing all material, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * * END OF SECTION * * * ***

SECTION 02601

FLEXIBLE BASE

PART I - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing and placing a foundation course for surface courses or for other base courses.

B. Flexible base shall be composed of either caliche (argillaceous limestone, calcareous or calcareous clay particles, with or without stone, conglomerate, gravel, sand or other granular materials), crushed stone, gravel, iron ore topsoil, shell, or crushed slag.

C. Flexible base shall be constructed as specified herein in one or more courses in conformance with details, lines and grades shown on the plans, and as established by the ENGINEER.

PART 2 -PRODUCTS

2.01 MATERIALS:

A. Materials for flexible base shall be crushed or un-crushed as necessary to comply with the requirements hereinafter specified.

B. Materials shall consist of durable course aggregate particles mixed with approved binding materials.

2.02 LIME STABILIZATION:

A. Where shown on the plans, or directed by the ENGINEER, material for flexible base shall be lime stabilized in accordance with the provisions of Section 02240.

2.03 TYPES:

A. Type A - Crushed or broken aggregate (excluding gravel aggregate).

B. Type B - Gravel Aggregate

C. Type C - Iron Ore Topsoil

D. Type D - Shell Aggregate with Sand Admixture

E. Type E - Shell Aggregate with Sand and Caliche Admixture

F. Type F - Caliche

G. Type G - Crushed Slag

H. Unless otherwise noted on the plans, the CONTRACTOR may use any one type of these types provided the material used meet the requirements set forth in the specification test limits herein.

2.04 GRADES:

A. Unless otherwise shown on the plans or directed by the ENGINEER, the final course of base material shall consist of Grades 1,2,3, or 4, as specified in Table 02601-1.

B. Base courses or sub-base materials, unless otherwise noted on the plans or directed by the ENGINEER, may consist of Grades 1, 2, 3, or 4, as specified in Table 02601-1.

C. All grades shall, when tested in accordance with standard laboratory test procedures, meet the physical requirements set forth in Table 02601-1.

D. Testing of flexible base materials shall be in accordance with the following test procedures:

TEST	TESTING PROCEDURE
Preparation for soil constants and sieve analysis	TEX-101-E
Liquid Limit	TEX-104-E
Plastic Limit	TEX-105-E
Plasticity Limit	TEX-106-E
Sieve Analysis	TEX-110-E
Wet Ball Mill	TEX-116-E
Triaxial Tests	TEX-117-E (Part I or II)

E. Unless otherwise specified on the plans, samples for testing the material for Soil constants, Gradation and Wet Ball Mill shall be taken prior to the compaction operations.

F. Unless otherwise specified on the plans, samples for triaxial tests shall be taken from the stockpile or from production, as directed by the ENGINEER, where stockpiling is required and from production where stockpiling is not required.

TABLE 02601-1

PHYSICAL REQUIREMENTS FOR FLEXIBLE BASE MATERIALS

TYPES	GRADE 1:	GRADE 2:	GRADE 3:	GRADE 4:
	GRADES			
	(Triaxial Class 1 Min compressive strength, psi: 45 at 0 psi lateral pressure and 175 at 15 psi lateral pressure.	(Traxial class 1 to 2.3) Min. compressive strength, psi: 35 at 0 psi lateral pressure and 175 at 15 psi lateral pressure.	(Unspecified Triaxial Class)	
TYPE A	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Crushed or Broken Aggregate (excluding gravel aggregate)	1-3/4..... 0 7/8"..... 10-35 3/8"..... 30-50 No. 4 ..... 45-65 No. 40 ..... 70-85 Max LL ..... 35 Max PI..... 10 **Wet Ball Mill** Max Amt..... 40 Max Increase in Passing No. 40 20	!-3/4".....0-10 No. 4 .....45-75 No. 40 .....60-85 Max LL .....40 Max PI.....12 **Wet Ball Mill** Max. Amt.....50 Max Increase in Passing No. 40 20	1-3/4" ..... 0-10 No. 40 ..... 60-85 Max LL .....45 Max PI.....15 **Wet Ball Mill** Max. Amt.....55 Max. Increase in Passing No. 40 20	As Shown On Plans
TYPE B	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Gravel Aggregate		1-3/4".....0-10 No. 4 .....30-75 No. 40 .....70-85 Max LL .....35 Max PI.....12	1-3/4" 0-5 No. 4 30-75 No. 40 ..... 65-85 Max. LL .....35 Max. PI.....12	As Shown On Plans
TYPE C	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Iron Ore Topsoil		2-1/2".....0 No. 40 .....50-85 Max. LL .....35 Max. PI.....12	2-3/4" .....0 No. 40 ..... 45-85 Max. LL .....35 Max. PI.....12	As Shown On Plans

TABLE 02601-1 CONT'D

TYPE D		Retained on Sq. Sieve %	Retained on Sq. Sieve %	
Sand-Shell		1-3/4"....0-10 No. 4 ....45-65 No. 40 ....50-70 Max. LL ....35 Max. PI....12	1-3/4" .... 0-10 No. 40 .... 45-65 Max. LL ....35 Max PI....12	As Shown On Plans
TYPE E		**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Shell with Sand and Caliche		1-3/4"....0 No. 40 ....45-65 Max. LL ....35 Max. PI....10	1-3/4" ....0 No. 40 .. .... 45-65 Max. LL ....35 Max. PI....12	As Shown On Plans
TYPE F		**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Caliche		1-3/4"....0 No. 4 ....45-75 No. 40 ....50-85 Max. LL ....40 Max. PI....12	1-3/4" ....0 No. 40 .... 50-85 Max. LL ....40 Max. PI....12	As Shown On Plans
TYPE G				
Crushed Blast Furnace Slag				As Shown On Plans

G. The limits establishing reasonable close conformity with the specified gradation and plasticity index are defined by the following:

1. The ENGINEER may accept the material, providing not more than 2 of 10 consecutive gradation tests performed are outside the specified limits on any individual or combination of sieves by no more than 5% and where no two consecutive tests are outside the specified limits.
2. The ENGINEER may accept the material providing not more than 2 of 10 consecutive plasticity index samples tested are outside the specified limit by no more than two points and where no two consecutive tests are outside the specified limit.

2.05 STOCKPILING:

A. When specified on the plans, the material shall be stockpiled prior to delivery on the road. The stockpile shall be not less than the height indicated and shall be made up of layers of material not to exceed the depth shown on the plans.

B. After a sufficient stockpile has been constructed as specified on the plans, the CONTRACTOR may proceed with loading from the stock- pile for delivery to the road.

C. In loading from the stockpile for delivery to the road, the material shall be loaded by making successive vertical cuts through the entire depth of the stockpile.

D. If the CONTRACTOR elects to produce the Type a material from more than one material or more than one source, each material shall be crushed separately and placed in separate stockpiles so that at least 75 percent of the material in the course aggregate stockpiles will be retained on the No. 4 sieve and at least 70 percent of the material in the fine aggregate stockpile will pass the No. 4 sieve.

E. The materials shall be combined in a central mixing plant in the proportions determined by the ENGINEER to produce a uniform mixture which meets all of the requirements of the specification. In the event that combinations of the materials produced fail to meet all of the specification requirements, the CONTRACTOR will be required to secure other materials which will meet specifications requirements.

F. The central mixing plant shall be either the batch or continuous flow type, and shall be equipped with feeding and metering devices which will add the materials into the mixer in the specified quantities.

G. Mixing shall continue until a uniform mixture is obtained.

PART 3 - EXECUTION

3.01 PREPARATION OF SUBGRADE:

A. Type roadbed shall be excavated and shaped in conformity with the typical sections shown on the plans and to the lines and grades as established by the ENGINEER.

B. All unstable or otherwise objectionable material shall be removed from the sub-grade and replaced with approved material.

C. All holes, ruts and depressions shall be filled with approved material and, if required, the sub-grade shall be thoroughly wetted with water and reshaped and rolled to the extent directed in order to place the sub-grade in an acceptable condition to receive the base material.

D. The surface of the sub-grade shall be finished to line and grade as established and in conformity with the typical section shown on plans, and any deviation in

excess of 1/2 inch in cross section and in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

E. Sufficient sub-grade shall be prepared in advance to insure satisfactory prosecution of the work.

F. Material excavated in the preparation of the sub-grade shall be utilized in the construction of adjacent shoulders and slopes or other- wise disposed on as directed, and any additional material required for the completion of the shoulders and slopes shall be secured from sources indicated on plans or as directed by the Engineer.

3.02 PLACEMENT OF FIRST COURSE - TYPE A, TYPE B, TYPE C, TYPE F, AND TYPE G MATERIAL:

A. Immediately before placing the base material, the sub-grade shall be checked as to conformity with grade and section.

B. The material shall be delivered in approved vehicles of a uniform capacity, and it shall be the charge of the CONTRACTOR that the required amount of specified material shall be delivered in each 100- foot station.

C. Material deposited upon the sub-grade shall be spread and shaped the same day.

D. In the event inclement weather or other unforeseen circumstances render impractical the spreading of the material during the first 24-hour period, the materials shall be scarified and spread as directed by the Engineer.

E. The material shall be sprinkled, if directed, and shall then be bladed, dragged and shaped to conform to typical sections as shown on plans.

F. All areas and "nests" of segregated coarse or fine material shall be corrected to removed and replaced with well graded material, as directed by the ENGINEER.

G. If additional binder is considered desirable or necessary after the material is spread and shaped, it shall be furnished and supplies in the amount directed by the ENGINEER. Such binder material shall be carefully and evenly incorporated with the material in place by scarifying, harrowing, brooming or by other approved methods.

H. The course shall be compacted by method of compaction hereinafter specified as the "Ordinary Compaction" method or the "Density Control" method of compaction as indicated on the plans, or as directed by the ENGINEER.

1. When the "Ordinary Compaction" method is to be used, the following provisions shall apply:

a) The course shall be sprinkled as required and rolled ad directed until a uniform compaction is secured. Throughout this entire operation,

the shape of the course shall be maintained by blading and the surface upon completion shall be smooth and in conformity with the typical sections shown on plans and to the established lines and grades.

b) In that area on which pavement is to be placed, any deviation in excess of 1/4 inch in cross section in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

c) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

2. When the "Density Control" method of compaction is to be used, the following provisions shall apply:

a) The course shall be sprinkled as required and compacted to the extent necessary to provide not less than the percent density as hereinafter specified under "Density".

b) In addition to the requirement specified for density, the full depth of the flexible base shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment.

c) After each section of flexible base is completed, tests as necessary will be made by the ENGINEER. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements.

d) Throughout this entire operation, the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical sections shown on the plans and to established lined and grades.

e) In that area on which pavement is to be placed, any deviation in excess of 1/4 inch in cross section in a length of 16 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

f) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

I. Should the base course, due to any reason or cause, lose the required stability, density or finish before the surfacing is complete, it shall be re-compacted and refinished at the sole expense of the CONTRACTOR.

J. Where Type C material is used, the material shall be scarified, thoroughly wetted, mixed, manipulated, and bladed so as to secure a uniformly wetted material, and pulled in over the sub-grade in courses and set under the action of blading and rolling. The work of mixing, blading, rolling, shaping, and subsequent maintenance shall be performed by the continuous use of sufficient number of satisfactory rollers and power maintainers with adequate scarifier attachments.

3.03 PLACEMENT OF FIRST COURSE - TYPE D MATERIAL:

A. Immediately before placing the base material, the sub-grade shall be checked as to conformity with grade and section, and corrections made if necessary.

B. All materials shall be delivered in approved vehicles of a uniform capacity.

C. The required amount of shell shall be uniformly spread across the section and allowed to dry sufficiently to insure proper slaking and mixing of the binder material. Immediately upon completion of the drying period, as determined by the ENGINEER, the specified amount of sand admixture as required to produce a combined material meeting the requirements hereinbefore specified, shall be spread uniformly across the shell.

D. The material shall then be sprinkled as required and thoroughly mixed by blading and harrowing, or other approved methods.

E. Failure to proceed with the placing of sand admixture or mixing and placing operations will be grounds for the suspension of placing of shell.

F. Under no conditions will the CONTRACTOR be allowed to place an excessive amount of shell without proceeding with the mixing and placing operations.

G. The course shall be compacted by the method of compaction hereinafter specified as the "Ordinary Compaction" method or the "Density Control" method of compaction as indicated on the plans, or as directed by the ENGINEER.

1. When the plans indicate that the "Ordinary Compaction" method is to be used, the following provisions shall apply:

a) After mixing, all material shall be windrowed, and then spread over the section in layers.

b) The layer shall not exceed 2 inches in loose depth.

c) If necessary to prevent segregation, the material shall be wetted in the window prior to spreading.

d) After each lift is spread, it shall be sprinkled and rolled to secure maximum compaction as directed by the ENGINEER. Succeeding layers shall then be placed similarly until the course is completed.

e) All areas and "nest of segregated coarse or fine material shall be corrected or removed and replaced with well graded material, as directed by the ENGINEER.

f) The course shall then be sprinkled as required and rolled as directed until a uniform compaction is secured.

g) Throughout this entire operation, the shape of the course shall be maintained by blading; and the surface, upon completion, shall be smooth and in conformity with the typical sections shown on plans, and to the established lines and grades.

h) In that area on which pavement is to be place, any deviation in excess of 1/4 inch in cross section in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

i) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

2. When the plans indicate that the "Density Control" method of compaction is to be used, the compaction method shall be the same as prescribed for Type A, Type B, Type C, Type F and Type G material.

H. When indicated on the plans or permitted by the ENGINEER, Type D material may be mixed in a central mixing plant and delivered to the road as a combined mixture. When this method is used, the combined mixture shall meet the requirements for type D material as hereinbefore specified and the placing and compaction requirement shall be the same as prescribed for Type A, Type B, Type C, Type F and Type G material.

3.04 PLACEMENT OF FIRST COURSE - TYPE E MATERIAL:

A. The construction methods for placing the first course of Type E material shall be the same as prescribed for Type D material except that after the shell and sand have been placed, the prescribed amount of caliche shall then be spread across the sand and shell.

B. The composite mixture shall then be sprinkled as required and thoroughly mixed by blading and harrowing or other approved methods.

C. Compaction of the first course of Type E material shall be the same as prescribed above for Type D material.

D. Failure to proceed with placing the sand and caliche admixture or mixing and placing operations will be grounds for the suspension of placing of shell.

E. Under no conditions will the CONTRACTOR be allowed to place an excessive amount of shell without proceeding with the mixing and placing operations.

3.05 PLACEMENT OF SUCCEEDING COURSES - ALL MATERIAL TYPES:

A. Construction methods shall be the same as prescribed for the first course.

B. Prior to placing the surfacing on the completed base, the base shall be "dry cured" to the extent directed by the ENGINEER.

3.06 DENSITY CONTROL:

A. When the "Density Control" method of compaction is indicated on the plans, each course of flexible base shall be compacted to the percent density shown on the plans.

B. The testing will be as outlined in Test Method Tex-114-E.

C. It is the intent of this specification to provide in that part of the base included in the top 8 inches immediately below the finished surface of the roadway not less than 100 percent of the density as determined by the compaction ratio method.

D. Field density determination shall be made in accordance with Test Method Tex-115-E.

3.07 TOLERANCES:

A. When tolerances are permitted by the plans, the limits establishing reasonable close conformity with percent density specified are defined by the following:

1. The ENGINEER may accept the work providing not more than 25 percent of the density tests performed each day are outside the specified density by no more than three pounds per cubic foot and where no two consecutive tests on continuous work are outside the specified limits.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Flexible base will be measure by the square yard of surface area of completed and accepted work based on the width of flexible base as shown on the plans.

1. The flexible base shall be measured for depth by the units of 2000 square yards, with one measurement taken at a location selected by the ENGINEER.
2. In that unit where flexible base is deficient by more than 1/2 inch in thickness, the deficiency shall be corrected by scarifying, adding material as required, reshaping and re-compacting by sprinkling and rolling.

3. No additional payment over the contract unit price will be made for any flexible base of a thickness exceeding that required by plans.

B. The CONTRACTOR shall schedule his operations in such a manner as to facilitate the measurement of the pay item.

C. The ENGINEER may accept the work provided no more than 2 out of 10 depth tests performed are deficient by not more 1/2 inch and where no two consecutive tests on continuous work are outside the specified depth.

4.02 PAYMENT:

A. The accepted quantities of flexible base of the type, grade, and compaction method specified will be paid at the contract unit bid price per square yard, complete in place.

B. Where "Ordinary Compaction" is used, all sprinkling, rolling, and manipulation required will not be paid for directly, but will be incidental to other bid items.

C. The unit prices bid shall each be full compensation for shaping and fine grading the roadbed; for securing and furnishing all materials, including all royalty and freight involved; for furnishing scales and labor involved in weighing the material when required; for loosening, blasting, excavating, screening, crushing and temporary stockpiling when required; for loading all materials for all hauling and delivering. on the road; for spreading, mixing, blading, dragging, shaping and finishing and for all manipulation, labor, tools and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 02610

PRIME COAT

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION:

A. Prime coat shall consist of application of asphaltic materials on completed base course and/or other approved area, which shall be applied in accordance with these specifications, as shown on the plans, and as directed by the ENGINEER.

1.02 QUALITY ASSURANCE:

A. Test and Certification of Bituminous Materials.

1. Bituminous material is to be tested in accordance with the requirements of AASHTO M-82 and sampled in conformance with AASHTO T-40.
2. Supply, at the time of delivery of each shipment of asphalt, two certified copies of test reports, from supplying vendor, to the ENGINEER.
3. Test reports shall indicate name of vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and result of specified tests.

   The test report, signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the specifications for type and grade indicated.

   Certified test reports and the testing required in the preparation of such report shall be at no cost to the COUNTY.

4. Final acceptance of bituminous materials shall be dependent on the determination by the ENGINEER that the material meets prescribed standards.

PART 2- PRODUCTS

2.01 MEDIUM CURING CUTBACK ASPHALT:

A. Medium-curing liquid asphalt, designated by the letters MC, shall consist of an un-cracked petroleum base stock, produced by the processing of asphaltic or semi-asphaltic base crude petroleum, blended with a kerosene-type solvent. The base stock for all MC materials shall be straight run asphalt produced within the penetration range of 100 to 300, and the end point of the kerosene type solvent shall not exceed 525 degrees F. Medium curing liquid cutback asphalt shall be free from water and show no separation.

B. Medium curing cutback asphalt shall consist of materials specified above and

conforming to the requirements set forth in Table 2610-1.

C. Unless otherwise noted on the plans or directed by the ENGINEER, cutback asphalt Grade MC-30 shall be used.

2.02 BLOTTER MATERIAL:

A. Supply blotter material consisting of native sand and/or sweepings from base course.

B. Native sand shall be local material obtained from approved sources as approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Unless otherwise specified on the plans or, required by the ENGINEER, only asphaltic material shall be used. Where required, a combination of asphaltic and blotter material shall be used.

B. Application of Asphaltic Materials Only.

1. Apply prime coat to prepared surface when ambient air temperature is above 40 degrees F. and is rising and shall not be applied when the ambient air temperature is below 50 degrees F. and falling.
2. Apply prime coat to surfaces that have been cleaned by sweeping or other approved methods and where base is thoroughly dry and satisfactory for receiving prime coat.
3. Apply prime coat to cleaned base, at a rate of 0.2 to 0.5 gallons per square yard of surface area, using an approved type of self-propelled pressure distributor so constructed and operated to distribute the material evenly and smoothly.
4. Provide necessary facilities for the determination of temperature of asphaltic material in all heating equipment and distributors; and for determination of rate at which it is applied; and for securing uniformity at the junction of two distributor loads.
5. Keep in clean and good working condition all storage tanks, piping, reports, booster tanks and distributors used in the storage and handling of asphaltic materials.
6. Operate all associated equipment in a manner such that there is no contamination of asphaltic material with foreign material.
7. Calibrate distributor and furnish ENGINEER with an accurate and satisfactory record of such calibrations.

TABLE 2610-1

Specification Designation	Test	AASHTO Test Method	ASTM Test Method	MC	Grade MC 30	MC 70	MC 250	MC 800	MC 3000
Flash Point (Open Cleve) oF, Min.		T 48	D 92		100	100	150	150	150
Viscosity 140oF, Kinematic, CS		T 201	D 2170	60	30 to 140	70 to 500	250 to 1600	800 to 6000	3000 to
Furol Viscosity at 77 F. (Secs.)		T 72	D 88		75-150				
at 122 F. (Secs.)					60-120	300			
at 140 F. (Secs.)					125-250	to			
at 180 F. (Secs.)					100-200	600			
Distillation Distillate (% of Total Distillate		T 78	D 402						
to 680 F)									
to 437 F)					0-25	0-20	0-10	-0-	-0-
to 500 F					40-70	25-60	20-55	10-35	0-15
to 600 F					75-93	75-90	70-85	65-80	50-75
Residue from Distillation to 680 F Volume % by Difference Min.					50	55	67	75	80
Tests on Residue From Distillation Penetration at 77 F		T 49	D 5		120 to 250	120 to 250	120 to 250	120 to 250	120 to 250
*Ductility 77 F cm., Min.		T 51	D 113		100	100	100	100	100
Solubility in CC1 4, % Min.		T44	NONE	99.5	99.5	99.5	99.5	99.5	

Water, % Min.	T 55	D 95	0.2	0.2	0.2	0.2	0.2
Reaction to Spot Test	T 102**	-0-		-0-	-0-	-0-	-0-

* If penetration of residue is more than 200 and its ductility at 77 F is less than 100, the material will be acceptable if the ductility at 60 F is greater than 100.

** Using 85% Standard Naphtha and 15% Xylene.

NOTE: Viscosity tests may be made by either Kinematic or Furol test methods.

8. Recalibrates distributor, in a manner satisfactory to the ENGINEER, after the beginning of work, should the yield on the asphaltic material applied appear to be in error.
9. No traffic, hauling or placing of subsequent courses shall be permitted over freshly applied prime coat until authorized by the ENGINEER.
10. Apply asphaltic material at a temperature within 15 F of temperature of application selected by the ENGINEER based on temperature viscosity relationship noted in Table 2610-1.
11. Maintain surface until work is Blotter Material.

C. Application of Asphaltic and Blotter Material

1. Haul blotter material in vehicles of uniform capacity and placed on shoulders at spacings designated by the ENGINEER.
2. After application of asphaltic material as specified above, cover surface with blotter material as directed by the ENGINEER.
3. After application of blotter material, drag surface with approved drag broom, evenly and smoothly distributing the blotter material. Brooming or dragging operation shall continue, as directed by the ENGINEER, until the course has properly cured under traffic.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PRIME COAT:

A. Asphaltic material for prime coat will be measured for payment at point of delivery on the project in gallons at applied temperature. Payment will be paid at the unit bid price for "Prime Coat".

B. When not listed as a separate contract pay item, prime coat shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all material, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

4.02 BLOTTER MATERIALS:

A. Blotter mater will be considered incidental to asphaltic material for prime coat with no direct payment or payment therefor.

*** * * * END OF SECTION * * * ***

SECTION 02612

HOT MIX ASPHALT 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 sub-grade, sub-base 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 un-cracked 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 Original Sample at 77 F	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 % or 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

	OA-30		OA-175*8		OA-400	
TYPE-GRADE	**MIN.**	**MAX.**	**MIN.**	**MAX.**	**MIN.**	**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 50g., 5 hrs., 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, 140 F 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, 140 F 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 (solid 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 ration, 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
"A"	3.5 - 7.0	8.0 - 16.0
"B"	3.5 - 7.0	8.0 - 16.0
"C"	3.5 - 7.0	8.0 - 16.0
"D"	4.0 - 8.0	9.0 - 19.0
"F"	3.5 - 6.5	8.0 - 16.0

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. 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.

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 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 - 416 - E	Method of Calculating Plasticity Index of Solids
SDHPT Tex - 217 - F	(I & II) Determination of Deleterious Materials and Decantation Test
SDHPT Tex - 203 - F	Quality Test 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 15% crushed limestone screening or as directed by the ENGINEER.

1. Type "A" - Course Graded Base Course

Percent Aggregate by

	Weight or Volume
Passing 2" sieve	100
Passing 1-3/4" sieve	95 to 100
Passing 1-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 40 sieve, retained on No. 10 sieve	5 to 21
Total retained on No. 10 sieve	68 to 84
Passing No. 10 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

2. Type "B" - Fine Graded or Leveling-Up Course

	Percent Aggregate by Weight or Volume
Passing 1" sieve	100
Passing 7/8" sieve	95 to 100
Passing 7/8" sieve	21 to 53
Passing 3/8" sieve, retained on 3/8" sieve	11 to 42
Passing No. 4 sieve, retained on NO. 10 sieve	5 to 26
Total retained on No. 10 sieve	58 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on NO. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

3. Type "C" - Course Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve, retained on 3/8" sieve	95 to 100
Passing 3/8" sieve, retained on No. 4 sieve	11 to 37
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. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

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. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

5. Type "F" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No.10 sieve	58 to 73
Passing No. 10 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
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 0.10 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 not less than 40 F.

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 not be 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 places where necessary to protect the prime coat. If, after prime coat has been applied satisfaction of the ENGINEER and has been 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-surfaces pavement, a tack coat shall be evenly and uniformly applied to such existing pavement preceding 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 it 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 outlines 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 to 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.

2.07 JOB MIX FORMULA:

A. A job mix formula based on representative samples, including filler if required, shall be determines 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:

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 ..... Plus or minus 0.05 by weight or 1.2 by volume

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%

Stability - (Hveenm)		
Minimum	30%	30%
Maximum	45%	45%
Stability (Marshall - 75 Blow Briquette)	1500 lbs.	1500 - lbs.
Voids	3 - 7%	4 - 7%
Voids Filled With Asphalt	75 - 85%	65 - 80%
Sand Equivalent	40	40

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 1> inches or 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.

E. 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, time 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 from 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, which is measured immediately behind the laydown machine, shall not vary more than 20 F.
3. A conventional paver or suitable equipment approved by the ENGINEER may be used to 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 longtitudally 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 95 percent of the density developed in the laboratory test method outlines 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.
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.

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 places over plant mix bituminous treated base or when plant mixed seal coat is places 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 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. 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 herein before 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 OWNER. 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. Price Adjustment for Roadway Density:

1. The pavement of the unit price will be adjusted for roadway density as outlined in the following table. The adjustment will be applied on a lot by lot basis for each lift. The adjustment will be based on the average of five density tests. The price adjustment will be applied to the entire asphalt concrete mix which includes the HMAC aggregate, the asphalt cement and anti-stripping compound, is used.

Average Density % of Lab Density	**Percent of Contract Price To Be Paid**
Above 95%	100%
94.0 to 94.99	96%
93.0 to 93.99	91%

92.0 to 92.99	85%
Less than 92.0	*

* This lot shall be removed and replaced to meet specification requirements as ordered by the ENGINEER. In lieu thereof, the CONTRACTOR and the ENGINEER may agree in writing that for practical purposes, the lot shall not be removed and will be paid for at 50% of the contract price.

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.

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 * * ***

SECTION 02615

STABILIZED AGGREGATE LAYER (SAL)
PAVED ROADWAY APPLICATIONS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes – These specifications cover the requirements for constructing a Stabilized Aggregate Layer (SAL) in conjunction with other components and/or activities typical of paved or unpaved roadways or parking lots (i.e. subgrade preparation, asphalt, etc.). The work includes all materials, labor, equipment, storage, private lab testing, sampling, handling, excavation, disposal, tools, removal, placement, hauling, shaping, compacting, surveying, finishing to grade, curing, fees, permits, test-rolling and/or proof-rolling the aggregate including all appurtenances and incidentals necessary to complete the work. This specification is for stabilization of the pavement section aggregate base layer only. The properties and performance of the SAL have been considered in and are integral to the structural design of the pavement structure; thus no modification of the pavement structure shall be made other than the alternative stabilization methods described herein and in accordance with the requirements for submission of alternatives described herein.

B. Mechanically Stabilized Layer - This work shall consist of Mechanical Stabilization to reinforce the aggregate base layer. Mechanically Stabilized Aggregate includes, but is not limited to, the confinement of the aggregate material by use of a geogrid reinforcement system whereby the design requirements of the project are achieved.

C. Related Sections
   1. Section 02200 - Site Preparation
   2. Section 02300 - Earthwork
   3. Section 02700 - Bases, Ballasts, Pavements, and Appurtenances

1.02 DEFINITIONS

A. Stabilized Aggregate Layer (SAL) – A SAL is a layer of a defined thickness of unbound aggregate or base course materials that have been modified or improved through mechanical or chemical methods whereby the resulting layer behaves as a composite layer and has improved properties and performance capabilities.'

B. Mechanically Stabilized Layer (MSL) – A composite layer of a defined thickness comprised of unbound aggregate or base course materials combined with one or more layers of a polymeric geogrid grid structure that has been formed by a regular network of integrally connected, multi-directional tensile elements of appropriate orientation, size and shape with triangular apertures of appropriate size and shape to allow interlocking with the unbound aggregate or base course materials. The combination of the two materials creates an improved or modified composite layer with significantly improved properties and performance capabilities.

C. Chemical Stabilized Layer (CSL) – A composite layer of a defined thickness comprised of unbound aggregate or base course materials combined with some means of chemical (lime, cement, or other) that creates an improved or modified composite layer with significantly improved properties and performance capabilities.

D. Unbound Aggregate Layer – A layer of a defined thickness of unbound aggregate or base course materials that has not be modified or improved in any way. To achieve equivalent properties and performance to a SAL, an unbound aggregate layer will require greater thickness than a SAL.

E. Unpaved Application – Use of a SAL immediately over a soft subgrade soil in order to improve the bearing capacity and mitigate deformation of the subgrade soil under repeated loads. The goal of this application may be to reduce undercut requirements, improve construction efficiency, reduce the amount of aggregate subbase/base material required, provide a stiff working platform for pavement construction, or combination of these. The use of a SAL may also be considered as "unpaved" when the composite structure is utilized beneath a paved surface (rigid or flexible pavement) for the purpose of achieving the needed subgrade improvement for construction trafficking and site access.

F. Paved Application – Use of a SAL beneath or within the aggregate base course of a flexible (asphalt) pavement system to improve the stiffness of the system. The goal of this application may be to reduce the amount of aggregate or asphalt material required (reducing initial cost), increase the life of the pavement (reduce life-cycle cost), or a combination of the two.

1.04 SYSTEM DESCRIPTION

A. Option A – Mechanically Stabilized Layer - This work shall consist of Mechanical Stabilization to reinforce the aggregate base layer. Mechanically Stabilized Aggregate includes, but is not limited to, the confinement of the aggregate material by use of a geogrid reinforcement system whereby the design requirements of the project are achieved.

1.05 DESIGN & PERFORMANCE

A. The design of the pavement shall be in accordance with the 1993 American Association of State Highway and Transportation Officials (AASHTO) Guide for Design of Pavement Structures.

B. The Mechanically Stabilized Layer within the pavement structure shall have a thickness of 10.5 inches (267 mm) or as shown on the contract plans.

C. The design of the pavement shall be based on the following parameters:
1. Design traffic = 1000000 ESALs
2. Mechanically Stabilized Layer SN = 1.68

D. The MSL shall be incorporated into the pavement design by utilizing modified layer coefficients. Modified layer coefficients shall be calibrated and validated with the results of full scale laboratory, field and/or accelerated pavement testing where actual geogrids are tested in-soil and in representative conditions.

E. In-air index testing of geogrid properties, or explanations of performance based on in-air index testing of geogrid properties are not sufficient to understand the complex mechanisms involved in soil/geogrid interaction and/or the performance of MSLs. Therefore, no acceptance of alternates based on material property comparisons or explanations of performance based on in-air testing of geogrid properties will not be allowed.

F. Any submittal for an alternative MSL must be submitted at least 2 weeks in advance of the bid date and must be accompanied with the following:

1. A design signed and sealed by a professional engineer registered to practice in the country, state or province in which the project is located.
2. A written statement from the alternative MSL design engineer-of-record that the design is based on the AASHTO 1993 Pavement Design Guide and utilizes modified layer coefficient that have been properly calibrated and validated for the geogrid reinforcement utilized in the MSL in accordance with this Section.

1.06 SUBMITTALS

A. Submit representative geogrid product sample.

B. Submit geogrid product data sheet and certification from the Manufacturer that the geogrid product supplied meets the requirements of sub-part 2.02A of this Section.

C. Submit Manufacturer's installation instructions and general recommendations.

1.07 QUALITY ASSURANCE

A. Pre-Construction Conference - Prior to the start of construction of the MSL, the Contractor shall arrange a meeting at the site with the geogrid material supplier and, where applicable, the geogrid installer. The Owner and the Engineer shall be notified at least 3 days in advance of the time of the meeting. A representative of the geogrid supplier shall be available on an "as needed" basis during construction.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Storage and Protection

1. Prevent excessive mud, wet concrete, epoxy, or other deleterious materials from coming in contact with and affixing to the geogrid materials.
2. Store at temperatures above -20 degrees F (-29 degrees C).
3. Rolled materials may be laid flat or stood on end.
4. Geogrid materials should not be left directly exposed to sunlight for a period longer than the period recommended by the manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. An approved source of geogrid is The Tensar Corporation, Morrow, GA or their designated representative.

2.02 MATERIALS

A. Structural Soil Reinforcement Geogrid – The geogrid component of the SAL shall be TriAx TX5 or TX7 and shall be integrally formed and produced from a punched sheet of polypropylene which is then oriented in three substantially equilateral directions so that the resulting ribs shall have a high degree of molecular orientation, which continues at least in part through the mass of the integral node.

B. The resulting geogrid structure shall have apertures that are triangular in shape, and shall have ribs with a depth-to-width ratio greater than 1.0.

C. The geogrid shall have the nominal characteristics shown in the table below, and shall be certified in writing by the manufacturer to be TX5 or TX7:

TX5

Properties	**Longitudinal**	**Diagonal**	**Transverse**	**General**
Rib pitch, mm (in)	40 (1.60)	40 (1.60)	-	
Mid-rib depth, mm (in)	-	1.3 (0.05)	1.2 (0.05)	
Mid-rib width, mm (in)	-	0.9 (0.04)	1.2 (0.05)	
Rib shape				rectangular
Aperture shape				triangular

PART 3 EXECUTION

3.01 EXAMINATION

A. The Contractor shall check the geogrid upon delivery to verify that the proper material has been received. The geogrid shall be inspected by the Contractor to be free of flaws or damage occurring during manufacturing, shipping, or handling.

3.02 PREPARATION

A. The subgrade soil shall be prepared as indicated on the construction drawings or as directed by the Engineer.

3.03 INSTALLATION

A. The SAL shall be constructed at the proper elevation and alignment as shown on the construction drawings.

B. The geogrid shall be installed in accordance with these plans and specifications and any installation guidelines provided by the manufacturer or as directed by the Engineer.

C. The geogrid may be temporarily secured in place with ties, staples, pins, sand bags or backfill as required by fill properties, fill placement procedures or weather conditions or as directed by the Engineer.

3.04 GRANULAR FILL PLACEMENT OVER GEOGRID

A. Granular fill material shall be placed in lifts and compacted as directed under Section N/A and Section N/A. Granular fill material shall be placed, spread, and compacted in such a manner that minimizes the development of wrinkles in the geogrid and/or movement of the geogrid.

B. A minimum loose fill thickness of 6 inches (150mm) is required prior to operation of tracked vehicles over the geogrid. Turning of tracked vehicles should be kept to a minimum to prevent tracks from displacing the fill and damaging the geogrid. When underlying substrate is trafficable with minimal rutting, rubber-tired equipment may pass over the geogrid reinforcement at slow speeds (less than 5 mph). Sudden braking and sharp turning movements shall be avoided.

3.05 INSPECTION

A. The Owner or Owner's representative may randomly inspect geogrid before, during and after (using test pits) installation.

B. Any damaged or defective geogrid (i.e. frayed coating, separated junctions, separated layers, tears, etc.) will be repaired/replaced in accordance with Section 3.06.

3.06 REPAIR

A. Any roll of geogrid damaged before, during and after installation shall be replaced by the Contractor at no additional cost to the Owner.

B. Proper replacement shall consist of replacing the affected area adding 3ft (1m) of geogrid beyond the limits of the affected area.

3.07 PROTECTION

A. Follow the Manufacturer's recommendations regarding protection from exposure to sunlight.

PART 4 BASIS OF PAYMENT – <u>ALL OPTIONS</u>

4.01 Unit of Measure

Stabilized Aggregate Layer shall be paid for by the square yard (square meter).

The unit price bid per square yard (square meter) shall include all materials, labor, equipment, storage, private lab testing, sampling, handling, excavation, disposal, tools, removal, placement, hauling, shaping, compacting, surveying, finishing to grade, curing, fees, permits, and proof-rolling the SAL including all appurtenances and incidentals necessary to complete the work. Test rolling and/or Proof rolling shall be considered incidental to the contract and will not be measured or paid for separately.

Payment will be made under:

PAY ITEM	PAY UNIT
Stabilized Aggregate Layer	Square Yard (Square Meter)

*** * *END OF SECTION * * ***

SECTION 02620

TACK COAT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK:

A. Apply asphaltic materials on completed base course after curing of prime coat, on existing pavement, on bituminous surfaces, or on portland cement concrete surface.

1.02 QUALITY CONTROL:

A. Asphaltic materials supplied for tack coat shall be tested in accordance with applicable ASTM or AASHTO designation noted below.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Tack coat shall be composed of bituminous material of the type and grade specified in the plans or as specified by the ENGINEER.

B. Unless otherwise specified, tack coat shall be one of the following grades:

1. Penetrating Asphalt 85 - 100 or 120 - 150.
2. EA-CSS-1 or EA-1OS (SS-1) Emulsified Asphalt.
3. AC-5 or AC-10 Asphalt.

2.02 ASPHALT CEMENT (GRADES RC AND PENETRATING ASPHALT):

A. Asphalt cement binders shall be un-cracked petroleum asphalts 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 sources other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogenous, free of water, and shall not foam when heated to 350 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, the CONTRACTOR will remain with that grade throughout the project.

TABLE 02620-1

Specification Designation	AASHTO Test Method	ASTM Test Method	85 to 100	120 to 100
Flash Point (Open Cup) Min.	T43	D92	450	450
Penetration of Original Sample at 77 degrees F.	T49	D5	85 to 100	120 to 150
Thin-Film Oven Loss, Hours at 325 degrees F. % Max.	T179	D1754	0.75	0.75
Test of Residue from Thin-Film Oven Test % of Orig. Pen., Min.	T49	D5	50	50
Ductility at 77 degrees F., cm. after Loss at 325 degrees F., Min.	T51	D113	100	100
Solubility in $CC1^4$ Min	T44*	None	99.5	99.5
Reaction to Spot Test.	T102**	None	-0-	-0-

* Procedure No. 1 with $CC1^4$ substituted for CS^2.

* * Using 85% Standard Naphtha Solvent and 15% Xylene.

TABLE 02620-2
REEEEQUIREMENTS FOR SPECIFICATIONS FOR ASPHALT CEMENT
VISCOSITY GRADED AT 14 DEGREES F.

	VISCOSITY GRADE			
	AC-5		AC-10	
	Min.	Max.	Min.	Max
Viscosity, 60C (140F), poises	500	-100	1000	-200
Viscosity, 135C (275F), Cs	200	-	250	-
Penetration, 25C (77F), 100g, 5 sec.	140	-	80	-
Flash Point, COC, C (F)	177 (350)	-	219 (425)	-
Solubility in trichlorethylene,	99.0	-	99.0	-
Tests on residue from Thin film Oven Test:				
Loss on heating, percent	-	1.0	-	0.5
Viscosity, 60C (140F) poises	-	2000	-	2000
Ductility, 25C (77F), 5 cm per minute, cm	100	-	75	-
Spot test (when and as specified)[2] with:				
Standard naphtha solvent			Negative for all grades	
Naphtha-Xylene solvent, % Xylene			Negative for all grades	
Heptane-Xylene solvent, % Xylene			Negative for all grades	

[1] If ductility is less than 100, material will be accepted if ductility at 15.5C (60F) is 100.

[2] The use of the spot test is optional, when it is specified, the ENGINEER shall indicate whether the standard naphtha solvent, or the heptane-xylene solvent will be used in determining compliance with the requirement, and also, in the case of xylene solvents, the percentage of xylene to be used.

2.03 EMULSIFIED ASPHALTS:

A. Emulsified asphalts shall be composed of a paving asphalt base uniformly emulsified with water and an emulsifying or stabilizing agent. They shall be homogeneous throughout. Emulsified asphalt shall be classified as rapid-setting, medium-setting, or slow-setting type in either anionic or cationic emulsions.

B. The emulsified asphalt shall conform to the requirements asphalt shall conform to the requirements set forth in the following tables:

TABLE 02620-3
REQUIREMENTS FOR EMULSIFIED ASPHALT

ANIONIC EMULSION

TYPE: SETTING TIME	RAPID				MEDIUM				SLOW			
GRADE	(RS-2) EA-HVRS		(RS-2H) EA-HVRS 90		(RS-2) EA-HVMS		(RS-2) EA-HVMS-90		(RS-2) EA-11M		(RS-2) EA-10S	
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.
FUROL VISCOSITY AT 77 F (25 C), SEC., C.	---	---	---	---	---	---	---	---	30	100	30	100
FUROL VISCOSITY AT122 F (50 C)	100	300	100	300	100	300	100	300	---	---	---	---
RESIDUE BY DISTILLATION, %	63	---	63	---	63	---	63	---	60	---	60	---
OIL PORTION OF DISTILLATE, %	---	2.0	---	2.0	---	2.0	---	20	---	2.0	---	2.0
SIEVE TEST, %	---	0.1	---	0.1	---	0.1	---	0.1	---	0.1	---	0.1
MISCIBILITY (STANDARD TEST)	---	---	---	---	---	---	---	---				
COATING	---	---	---	---	---	---	---	---			---	---
CEMENT MIXING, %	---	---	---	---	---	---	---	---	---	---	---	2.0
Demulsibility 50 cc OF N/10 CacL2, %	---	---	---	---	---	---	---	---	---	70	---	---
DEMULSIBILITY 33 CC OF N/50 CacL2	60	---	60	---	---	30	---	30	---	---	---	---
SETTLEMENT, 5 DAYS, %	---	5.0	---	5.0	---	5.0	---	5.0	---	5.0	---	5.0
FREEZING TEST 3 CYCLE	---	---	---	---								

TEST RESIDUE: PENETRATION AT 77 deg. F (25 C) 100 G, 5 SEC.	120	160	80	110	120	160	80	110	120	160	120	160
Solubility in Trichlordethylne, %	97.5	---	97.5	---	97.5	---	97.5	---	97.5	---	97.5	---
Ductibility at 77 F (25 C) 5 cm/min., cms.	100	---	100	---	100	---	100	---	100	---	100	---

* Applies only when ENGINEER designates material for winter use.

* The test requirement for settlement may be waived when the emulsified asphalt is used in less than 5 days' time; or the Owner may require that the settlement test be run from the time the sample is received until it is used, if the elapse is less than 5 days.

** The 24-h (1-day) storage stability test may be used instead of the 5-day settlement test.

*** The demulsibility test shall be made within 30 days from date of shipment.

C. Unless otherwise specified, the various grades of emulsified asphalt shall be applied at temperatures within the limits specified below, the exact temperature to be determined by the ENGINEER. Emulsified asphalt shall be reheated, if necessary, but at no time after loading into a tank, car or truck for transportation from the refinery to the purchaser shall the temperature of the emulsion be raised above 185 degrees F. During all reheating operations the emulsified asphalt shall be agitated to prevent localized overheating. Emulsified asphalt shall not be permitted to cool to a temperature of less than 40 degrees F.

TABLE 02620-5
APPLICATION TEMPERATURE
OF EMULSIFIED ASPHALT

Grade	Mixing	Spraying
RS-1	Not used	70-140 deg. F.
A-HVRS, EA-CRS-2 CRS-1	Not used	125 - 185 deg. F.
EA-1OS, EA-CSS-1	50 - 160 deg. F.	70 - 140 deg. F.
EA-CSS-1	50 - 160 deg. F.	70 - 140 deg. F.

D. 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 indicated 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 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.

E. 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 related and any work in which it may have been incorporated as an integral component will be only tentatively accepted by the ENGINEER. Final acceptance will be dependant upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefore. The certified test reports and the testing required in connection with the reports will be at the expense to the Contracting Agency.

PART 3 - EXECUTION

3.01 PREPARATION OF SURFACE TO BE TREATED:

A. Surface to be tacked shall be patched, cleaned and free of dirt, surface moisture, vegetation and any other deleterious materials or irregularities to provide a smooth, uniform surface.

B. Unstable corrugated areas shall be removed and replaced with suitable patching materials. Patching shall be completed at no cost to the COUNTY.

C. The edges of existing pavements adjacent to new surface shall be cleaned to permit adhesion of tack coat.

3.02 WEATHER LIMITATIONS:

A. Tack coat shall not be applied on a wet surface; during wet weather; after sunset; or when the ambient temperature is below 40 degrees F.

3.03 APPLICATION

A. Apply tack coat uniformly with a self-propelled, pressure distributor at a rate of 0.02 to 0.15 gallons per square yard as directed by the ENGINEER.

B. Roll tack coat with a self-propelled pneumatic tired roller weighing not less than 4 tons without ballast, to evenly distribute asphaltic material. Each tire shall have a contact pressure of not less than 90 pounds per square inch.

C. Rolling will not be required for emulsified asphalt tack coat.

D. Rolling shall be completed at no cost to the COUNTY

E. Tack coat shall be applied in such a manner as to offer the least inconvenience to traffic and to permit one-way traffic without pickup or tracking.

F. In no case shall the surface be tacked extend beyond what can be covered in the same day by surfacing courses.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Asphaltic material for tack coat will be measured at point of delivery on project in gallons at the applied temperature.

4.02 PAYMENT:

A. Asphaltic material for tack coat will be measured at point of delivery on project in gallons at the applied temperature.

B. When not listed as a separate contract item, tack coat shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02660

CONCRETE CURB AND GUTTER AND VALLEY GUTTER

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. This work shall consist of the construction of concrete curb, concrete curb and gutter, concrete gutter or valley gutter, or combination thereof in compliance with these specifications, lines, grades, and details shown on the plans, or as directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Concrete and manufactured curb and gutter materials shall be subject to inspection and tests at plants and construction sites for compliance with quality requirements.

B. Concrete curb and gutter or concrete valley gutter shall be constructed with concrete conforming to the provisions of Section 02614 - Portland Cement Concrete Paving, or Class "B" concrete conforming to the requirements of Section 03300 - Cast-In-Place Concrete.

C. Preformed expansion Joint Filler shall conform to the requirements of AASHTO M-33 or M-153.

D. Linseed Oil shall conform to the requirements of AASHTO D-260.

E. Mineral Spirits shall conform to the requirements of AASHTO D-235.

2.02 FOUNDATION

A. Concrete curb and gutter or concrete valley gutter shall be placed on an approved foundation conforming to the requirements of the following City Of McAllen Specifications:

1. Section 02210 - Subgrade Preparation,
2. Section 02601 - Flexible Base,
3. Section 02230 - Roadway Excavation, Borrow, and Embankment.

PART 3 - EXECUTION

3.01 EXCAVATION

A. When required, excavation shall be made to the specified depth, and the base upon which the curb and gutter or valley gutter is to be placed shall be compacted to a firm, even surface conforming to the requirements of Subsection 2.02 above.

B. All soft and unacceptable material shall be removed an replaced with material approved by the ENGINEER in conformance with the requirements of Subsection 2.02 above.

3.02 FORMS

A. Forms shall be of wood or metal, straight, free from warp, and of such construction that there will be no interference to the inspection of grade or alignment.

B. All forms shall extend for the entire depth of the curb and gutter and shall be braced and secured sufficiently so that no deflection from alignment or grade will occur during the placing of the concrete. Flexible forms shall be used in curved sections so that the top surface of the forms will form a smooth, continuous arc.

3.03 MIXING AND PLACING

A. Concrete shall be proportioned, mixed, and placed in accordance with the requirements of Section 02614 and Section 03300.

B. Compaction of the concrete placed in forms shall be by vibration or other acceptable methods.

C. Unless otherwise provided, the exposed surfaces of curbs and gutters shall be finished by belting or with wooden floats. Forms shall be left in place until the concrete has set sufficiently so that they can be removed without injury to the curb and gutter.

3.04 SECTIONS

A. Curb and gutter shall be constructed in sections having a uniform length of 20 feet, unless otherwise directed by the ENGINEER. Sections shall be separate by open joints 1/8 inch wide except at expansion joints.

3.05 EXPANSION JOINTS

A. Expansion joints shall be formed at the intervals shown on the plans using a performed expansion joints filler having a thickness of 3/4 inch.

B. When the curb and gutter is constructed adjacent to or on concrete pavement, expansion joints, shall be located opposite or at expansion joints in the pavement.

3.06 CURING

A. Immediately upon completion of the finishing, the curb and gutter shall be moistened and kept moist for 3 days, or the curb and gutter shall be cured by the use of membrane-forming material. The method and details of curing shall be subject to the approval of the ENGINEER.

3.07 SURFACE TREATMENT

A. The surface of concrete curb and gutter or concrete valley gutter shall be treated with a solution of Linseed Oil and Mineral Spirits in accordance with the applicable requirements of Section 03300 - Cast-In-Place Concrete.

3.08 BACKFILLING

A. After the concrete has set sufficiently, the spaces in front and back of the curb shall be refilled to the required elevation with material approved by the ENGINEER, and shall be thoroughly tamped in layers of not more than 6 inches.

3.09 SLIP-FORM CONCRETE CURB, CONCRETE CURB AND GUTTER OR CONCRETE VALLEY GUTTER

A. Any concrete curb or concrete curb and gutter, except on structures, may be placed using a slip form machine provided that the finished concrete curb or concrete curb and gutter is true to line and grade and the concrete is dense and of the required surface texture.

B. The concrete shall be of a consistency that it will maintain the shape of the concrete curb or concrete curb and gutter section without support after slip forming.

C. The top and face of the finished concrete curb or concrete curb and gutter shall be true an straight and the top surface of the concrete curb or concrete curb and gutter shall be of uniform width and free from humps, sags, or other irregularities.

D. The forming portion of the slip form machine shall be readily adjustable vertically during the forward motion of the slip from machine to provide a variable height of concrete curb or concrete curb and gutter grade when necessary. A grade line gauge or pointer shall be attached to the slip form machine in such a manner that a continual comparison can be made between the concrete curb or concrete curb and gutter grade as indicated by the offset guidelines.

E. Concrete shall be fed to the slip form machine at a uniform rate. The slip form machine shall be operated under sufficient uniform restraint to forward motion to produce a well compacted mass of concrete free from surface pits larger than 3/16 inch in diameter and requiring no further finishing, other than light brushing with a wet brush. Finishing with a brush application of grout will not be permitted.

F. Transverse weakened plane and expansion joints shall be constructed at right angles to the line of the concrete curb, concrete curb and gutter, or concrete valley gutter.

G. Expansion joints may be constructed by sawing through the concrete curb or concrete curb and gutter section to its full depth. The width of the cut shall be such as to admit the joint filler with a snug fit.

H. The operations of sawing and inserting the joint filler shall be completed before curing the concrete. At the conclusion of the curing period the filler in each joint shall be checked for tightness of fit. The loose filler in any joint shall be mortared in place and cured.

I. Excavation shall be as per Subsection 2.02 above.

J. All remaining provisions of Subsection 2.02 above also apply, unless otherwise specified.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Curb and gutter, curb, and valley gutter shall be measured by the linear foot.

1. Curb shall be measured along the front face of the section at the finished grade elevation.

2. Combination curb and gutter will be measured along the face of the curb at the flowline of the gutter.

3. Valley gutter will be measured along the flowline of the gutter.

B. A deduction in length shall be made for drainage structures, such as catch basins or inlets, in the curb, gutter, or combination thereof.

C. There will be no direct measurement or payment of materials used to construct curb and gutter, curb or valley gutter.

D. Excavation or construction of embankment for foundation of curb, valley gutter, or combination curb and gutter will not be measured for payment.

4.02 PAYMENT

A. The accepted quantities of curb, valley gutter, and curb and gutter will be paid for at the contract unit bid price per linear foot for each kind and type specified complete in place.

B. Foundation preparation by excavating or constructing embankment to the required sub-grade elevation is considered incidental to the completion of the work and no direct payment will be made thereof.

C. Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * * END OF SECTION * * * ***

SECTION 02780

FLAT WHEEL ROLLING

PART 1- GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of the compaction of subgrade, embankment, flexible base, surface treatments and asphalt surfaces by the operation of approved power roller as herein specified and as directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. Embankments and Flexible Bases

1. Power rollers shall be of the 3-wheel, self-propelled type, weighing not less than 10 tons and shall provide a compression on the rear wheels of not less than 325 pounds per linear of wheel width. All wheels shall be flat.

2. The rear wheels shall have a diameter of not less than 48 inches and each shall have a wheel width of not less than 20 inches.

B. Surface Treatments and Pavements

1. Power rollers shall be the 3-wheel or tandem, self-propelled type, weighing not less than 3 tons nor more than 6 tons. All wheels shall be flat.

2. Rollers shall be equipped with an adequate scraping or cleaning device on each wheel.

3. Rollers used to compact asphalt mixture shall be equipped with a water system which will keep all tires uniformly wet.

4. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other compacting in the same period of time as the specified equipment. If the substituted compaction within the same period of time as would be expected of the specified equipment, as determined by the ENGINEER, its use shall be discontinued.

5. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Subgrades, Embankments and Flexible Base

1. The subgrade or embankment layer or the base course shall be sprinkled if directed and rolling with a power roller shall start longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the rear wheel of the power roller.

2. On super-elevated curves, rolling shall begin at the low sides and progress toward the high sides. Alternate trips of the roller shall be slightly different in length.

3. The rollers, unless otherwise directed, shall be operated at a speed between 2 and 3 miles per hour.

B. Surface Treatments and Pavements

1. Rolling shall be done to produce a satisfactory surface as called for in surface treatment and pavement items.

2. The sequence of work shall be as indicated for embankment layer or base course.

3. The operating speed shall be determined by the CONTRACTOR.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional compensation will be made for materials, equipment or labor required by this item, but shall be considered incidental to the other items included in the contract.

*** * * END OF SECTION * * ***

SECTION 02782

PNEUMATIC TIRE ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of the compaction of embankment, flexible base, surface treatments or pavements by the operation of approved pneumatic tire rollers.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS:

A. When used on seal coats, asphaltic surface treatments and bituminous mixture pavements, the roller shall be self propelled and equipped with smooth tread tires with 45 psi tire pressure.

B. The roller shall be so constructed as to be capable of being operated in both a forward and a reverse direction.

C. When used on bituminous mixture pavements, the roller shall have suitable provision for moistening the surface of the tires while operating.

D. When turning is impractical or detrimental to the work and when specifically directed by the ENGINEER, the roller shall be of the self-propelled type.

E. In lieu of the rolling equipment specified, the CONTRACTOR may operate other compacting equipment that will produce equivalent relative compaction in the same period of time as the specified equipment. If the substituted compaction equipment fails to produce the desired compaction within the same period of time, its use shall be discontinued.

F. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

2.02 LIGHT PNEUMATIC TIRE ROLLER:

A. The light pneumatic tire roller shall consist of not less than 9 pneumatic tire wheels, running on axles in such manner that the rear group of tires will cover the entire gap between adjacent tires of the forward group and mounted in a rigid frame and provided with a loading platform or body suitable for ballast loading.

B. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle.

C. The pneumatic tire roller under working conditions shall have an effective rolling width of approximately 60 inches and shall be so designed that by ballast loading the total load be varied uniformly from 9,000 pounds or less to 18,000 pounds or more.

D. The roller shall be equipped with tires that will afford ground contact pressures to 45 pounds per square inch or more. The operating load and tire air pressure shall be within the range of the manufacturer's chart. The roller under working conditions shall provide a uniform compression under all wheels.

E. Individuals tire inflation pressures shall be within +5 psi of each other.

F. The pneumatic tire roller shall be drawn by either a suitable crawler type tractor, a pneumatic tired tractor, a truck of adequate tractive effort or may be of the self-propelled type and the roller, when drawn or propelled by either type of equipment, shall be considered a light pneumatic tire roller unit.

2.03 MEDIUM PNEUMATIC TIRE ROLLER (TYPE A):

A. The medium pneumatic tire roller (Type A) shall consist of not less than 7 pneumatic tired wheels, running on axles in such manner that the rear group of tires will cover the entire gap between adjacent tires of the forward group and mounted in a rigid frame and provided with a loading platform or body suitable for ballast loading.

B. The front axles shall be attached to the frame in such a manner that the roller may be turned within a minimum circle. The pneumatic tire roller, under working conditions, shall have an effective rolling width of approximately 84 inches and shall be so designed that, by ballast loading, the total load may be varied uniformly from 23,500 pounds or less to 50,000 pounds or more.

C. The roller shall be equipped with tires that will afford ground contact pressures to 80 pounds per square inch or more. Individual tire inflation pressures shall be within +5 psi of each other.

D. The operating load and tire air pressure shall be within the range of the manufacturer's chart.

E. The pneumatic tire roller shall be drawn by either a suitable crawler type tractor, a pneumatic tired tractor, a truck of adequate tractive effort or may be of the self-propelled type.

F. The roller, when drawn or propelled by any type of equipment, shall be considered a medium pneumatic tire roller unit.

G. The power unit shall have adequate tractive effort to properly move the operating roller at variable uniform speeds up to approximately 5 miles per hour.

2.04 MEDIUM PNEUMATIC TIRE ROLLER (Type B):

A. The medium pneumatic tire roller (Type B) shall conform to the requirements for Medium Pneumatic Tire Roller (Type A) as specified above, except that the roller shall be equipped with tires that will afford ground contact pressures to 90 psi or more.

PART 3 -EXECUTION

3.01 CONSTRUCTION METHODS:

A. The embankment layer or the base course be sprinkled if directed and rolling with a pneumatic tire roller shall start longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 of width of the pneumatic tire roller.

B. On super-elevated curves, rolling shall begin at the low sides and progress towards the high sides.

C. Alternative trips of the roller shall be slightly different in length.

D. The light pneumatic tire roller shall be operated at speeds between 2 and 6 miles per hour for asphalt surfacing work and all other work.

E. The medium pneumatic tire roller shall be operated at speeds which produce a satisfactory product.

F. Sufficient rollers shall be provided to compact the material in a satisfactory manner. When operations are so isolated from one another that 1 roller unit cannot perform the required compaction satisfactorily, additional roller units shall be provided.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional compensation will be made for materials, equipment or labor required by this item, but shall be considered subsidiary to the various items of the contract.

*** * * END OF SECTION * * ***

SECTION 02784

TAMPING ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of the compaction of embankment by the operation of approved tamping rollers as herein specified and as directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. The tamping rollers shall consist of two metal rollers, drums or shells of 40 inches minimum diameter; each not less than 42 inches in length and unit mounted in a rigid frame in such a manner that each roller may oscillate independently of the other.

B. Each roller, drum or shell be surmounted by metal studs with tamping feet projecting not less than 7 inches from the surface and spaced not less than 6 inches nor more than 10 inches, measured diagonally center to center and the cross sectional area of each tamping foot, measured perpendicularly to the axis of the stud, shall not be less than 5 nor 8 square inches.

C. The roller shall be supplemented with cleaning teeth to provide self cleaning.

D. The roller shall be so designed that, by ballast loading, the load on each tamping foot may be varied uniformly from 125 to 175 psi of cross sectional area. The load per tamping foot will be determined by dividing the total weight of the roller by the number of tamping feet in 1 row parallel to or approximately parallel to the axis of the roller.

E. The compression to be provided at any time shall be as directed by the ENGINEER. The tamping roller shall be drawn by suitable power equipment of adequate tractive effort.

F. Two tamping roller, consisting of 4 cylinders, conforming to the above prescribed requirements, drawn by approved power equipment, shall be considered a roller unit.

G. Where turning is impractical or detrimental to the work and when specifically directed by the ENGINEER, 1 tamping roller consisting of 2 cylinders fastened to the front end of approved power equipment, shall be considered a roller unit.

H. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other compacting equipment that will produce equivalent relative compaction in the same period of time a the specified equipment. If the substituted compaction equipment fails to produce the desired compaction within the same period of time as would be expected of the specified equipment, as determined by the ENGINEER, its use shall be discontinued.

I. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. This work shall be done only when ordered by the ENGINEER.

B. The embankment layer or the base courses shall be sprinkled if directed and rolling with a tamping roller unit shall start longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 of the width of the tamping roller unit.

C. On super-elevated curves, rolling shall begin at the low sides and progress toward the high sides. Alternate trips of the unit shall be slightly different in length.

D. The tamping roller unit, unless otherwise directed, shall be operated at a speed between 2 and 3 miles per hour.

E. Sufficient roller shall be provided to compact the material in a satisfactory manner.

F. The minimum number of rolling units shall be governed by the progress in placing the material to be compacted. The quantity of material placed per hour shall be determined by averaging the total quantity of material placed within any 1 working day.

G. When operations are so isolated from one another that one roller cannot perform the required compaction satisfactorily, additional roller shall be provided and operated as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional payment will be made for the materials, equipment or labor required by this item, but shall be considered subsidiary to the various items included in the contract.

*** * * END OF SECTION * * ***

SECTION 02786

PROOF ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION WORK:

A. This work shall consist of furnishing and operating heavy pneumatic tired compaction equipment for testing the compaction of embankment, sub-grade or flexible base.

B. Proof roll is to be used to locate unstable areas.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. The proof rolling equipment shall consist of not less than 4 pneumatic tired wheels, running on axles carrying not more than 2 wheels and mounted in a rigid frame and provided with loading platform or body suitable for ballast loading.

B. All wheels shall be arranged so that they will carry approximately equal loads when operating on uneven surfaces.

C. The proof roller under working conditions shall have a rolling width of from 8 feet to 10 feet and shall be so designed that, by ballast loading, the gross load may be varied uniformly from 25 tons to 50 tons.

D. The tires shall be capable of operating under the various loads with variable air pressure up to 150 pounds per square inch. The operating load and tire pressure shall be within the range of the manufacturer's chart as directed by the ENGINEER.

E. The proof roller shall be drawn by a suitable crawler type tractor or rubber tire tractor of adequate tractive effort or may be of self-propelled type. There shall be a sufficient quantity of ballast available to load the equipment to a maximum gross weight of 50 tons.

F. Rubber tired tractive equipment shall be used on base courses.

G. Other type tractive equipment may be used on embankment sub-grade.

H. The heavy pneumatic tire roller unit shall be capable of turning 180 degrees in the crown width.

I. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other equipment that will produce equivalent results as the specified equipment. If the substituted equipment fails to produces the desired results as would be expected of the specified equipment as determined by the ENGINEER, its use shall be discontinued.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. This work shall be done to proof all prepared sub-grades and flexible base courses or as directed by the ENGINEER.

B. On embankment compaction, each layer will be placed to specified thickness at optimum moisture and compacted with conventional equipment to comply with the requirements of the governing embankment item.

C. Prior to placing the overlaying course, the layer shall be proof rolled as directed by the ENGINEER.

D. When the operation of the proof rolling unit shows an area to be unstable or non-uniform, such area shall be brought to satisfactory stability and uniformity by additional compaction, by removal of unsuitable materials or replacement with suitable materials and re-compaction.

E. The surface tested shall then be checked for conformity with line and grade and any irregularities corrected.

F. Roller shall be operated at speeds between 2 and 6 miles per hour or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional payment will be made for the materials, equipment or labor required by this item, but shall be considered subsidiary to the various items included in the contract.

*** * * END OF SECTION * * ***

SECTION 03300

CAST-IN-PLACE-CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK COVERED:

A. Mixing, placing, finishing and providing all related services necessary to construct all cast-in-place concrete work indicated on plans.

1.02 QUALITY ASSURANCE:

A. Comply with the latest published edition of the American Concrete Institute (ACI) and American Society of Testing and Materials (ASTM) standards and codes:

1. ACI 315 - Manual of Standard Practice for Detailing.
2. ACI 318 - Building Code Requirements for Reinforced Concrete.
3. ACI 347 - Recommended Practice for Concrete Formwork.
4. ASTM A36 - Structural Steel.
5. ASTM C33 - Concrete Aggregates.
6. ASTM C39 - Concrete Strength of Molded Concrete Cylinders.
7. ASTM C94 - Ready-Mixed Concrete.
8. ASTM C143 - Slump of Portland Cement Concrete.
9. ASTM C150 - Portland Cement.
10. ASTM C309 - Liquid Membrance-Forming Compounds for Curing Concrete.
11. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
12. ACI 301 - Specification for Structural Concrete for Building.

B. Submit compliance submittals as specified in Division 1, including but not limited to the following: bar schedule, bar details, shop drawings including size and location of openings, water stops, joint systems and curing method.

C. Submit proposed concrete mix proportions to ENGINEER prior to placing concrete.

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT:

A. Type I, Type II or Type III conforming to ASTM C150 as modified by Texas Department of Highways and Public Transportation, 1982 Standard Specifications.

B. Type I or Type II cement may be used unless Type II is specified.

C. Except when Type II specified, Type III may be used when the anticipated air temperature for the succeeding 12 hours will not exceed 60□F.

D. Type III may be used in all precast pre-stressed concrete except in piling when Type II cement is required for substructure concrete.

E. All cement used in a monolithic placement shall be of the same type.

F. May be either bagged or bulk. Partially set or caked cement will be rejected.

G. All types of cements shall be "low-alkali" cements.

2.02 WATER:

A. Clear, fresh, free from injurious amounts of oil, alkaline, acid or organic matter or other deleterious substances and shall not contain more than 1000 parts per million of chlorides as CL nor more than 1000 parts per million of sulfates as SO_4.

B. The sand, or mixture of sand, comprising a single fine aggregate, shall consist of clean, hard, durable, un-coated grains and shall be essentially free from clay lumps, salt or alkali, and other foreign material.

C. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	3.0%
Other deleterious substances such as coal, shale, coated grains and soft flaky particles	3.0%

An additional loss of 2% by decantation may be allowed, provided this new additional loss is material of the same quality as specified for fine aggregate or mineral filler.

D. Gradation, percent of weight retained:

Sieve Size	% Retained
3/8 inch	0
No. 4	0 - 5
No. 8	0 - 20
No. 16	0 - 50
No. 30	0 - 75
No. 50	0 - 90
No. 100	0 - 100
No. 200	0 - 100

E. Fineness Modulus: for Grade 1 only - 2.3 minimum, 3.1maximum.

F. Miner Filler:

1. May be added upon written authorization of ENGINEER.
2. Shall be stone dust or clean crushed sand, or other approved inert material.
3. Shall not exceed 5% of the fine aggregate.
4. Shall meet the following requirements:

Passing No. 30 sieve	95 to 100%
Passing No. 100 sieve	70 to 100%

2.04 COARSE AGGREGATE:

A. Crushed stone, gravel, crushed gravel, crushed blast furnace slag or a combination of these.

B. Gravel and crushed gravel shall consist of clean, hard durable particles, free from adherent coating, thin or elongated pieces, soft or disintegrated particles, dirt, organic or deleterious substances, salt or alkali, and other foreign material.

C. Crushed stone shall consist of the clean, dust free product resulting from crushing of stone. There shall be no adherent coatings, clay, loam organic or deleterious substance, salt or alkali, and other foreign material.

D. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	1.0%
Shale, slate or other similar material	1.0%
Clay lumps	0.25%
Soft fragments	3.0%
Other deleterious substances, including friable, thin, elongated or laminated pieces	3.0%

E. Course aggregates shall have a percent wear of not more than 45 when tested in accordance with Test Method Tex-410-A.

F. Gradation, percent of weight retained on:

Grade No. 1 - Maximum Nominal Size 2 1/2 in. (63 MM)

Sieve	Percentage Retained
2 1/2 in.	0%
2 in.	0 - 20%
1 1/2 in.	15 - 50%
3/4 in.	60 - 80%
No. 4	95 - 100%

Grade No. 2 - Maximum Nominal Size 1 1/2 in. (37.5 mm)

Sieve	Percentage Retained
2 in.	0%
1 1/2 in.	0 - 5%
3/4 in.	30 - 65%
3/8 in.	7 - 90%
No. 4	95 - 100%

Grade No. 4 - Maximum Nominal Size 3/8 in. (9.5mm)

Sieve	Percentage Retained
1/2 in.	0 - 5%
3/8	5 - 30%
No. 4	75 - 100%

G. Gradation Requirements - maximum size of aggregate for structural concrete shall not exceed three inches, and shall be reduced in size to meet the following conditions:

1. One-sixth of the least dimension between forms of that part of the structure in which concrete is to be placed;
2. Three-fourths of the clear space between reinforcement.
3. The maximum size aggregate is defined as the clear space between the sides of the smallest square opening through which 95 percent of the weight of the aggregate can be passed.
4. Unless otherwise noted or restricted by above Grade No. 2, gradation shall be used.

2.05 PIT-RUN AGGREGATE:

A. Pit-run aggregate is the natural gravel and sand obtained from pits without the addition of other fine or curse aggregates, and shall consist of hard, durable, un-coated pebbles or stone particles mixed with sand.

B. Pit-run aggregate shall be free from lumps of clay and injurious amounts of dust, shale, soft or flaky particles, salt and alkali.

C. Pit-run aggregate shall not be used for high-strength concrete of 3000 psi and above.

E. Pit-run aggregate may be used only for concrete cushion, cradle and protection for pipe.

2.06 ADMIXTURES:

A. Concrete admixtures shall comply with Section 03320.

2.07 REINFORCING STEEL:

A. Reinforcing steel shall comply with Section 03320.

2.08 CURING MATERIALS:

A. Liquid Membrane: white pigmented chlorinated rubber, ASTM C309.

B. Liquid Membrane: resin base, clear compound, permitting application of paint, Servicised Products Corp. - Code 2802 or equal.

C. Plastic Film: white pigmented, 0.00085" (minimum) thick.

D. Burlap: jute fabric, lean, free of impurities.

E. Surface Hardener: gray crystal, acidic fluosilicate base, slightly hygroscopic chemical surface hardener, SIKA Chemical Corp. or equal.

2.09 JOINT MATERIALS:

A. Joint Sealer: hot poured, non-extruding, elastic, ASTM D1190.

B. Preformed Expansion Joint Filler: non-extruding, bituminous fiber, ASTM D1751.

2.10 WATERSTOP:

A, Polyvinyl chloride or rubber, center bulb.

B. Size to suit joints, minimum 6".

2.11 FORM MATERIALS:

A. Use plywood, metal, metal framed plywood faced or other acceptable panel-type material.

B. Coat forms with non-bonding, non-staining commercial compounds.

2.12 MOISTURE BARRIER:

A. Polyethylene sheet, minimum 8 mil., ASTM E154.

2.13 CONCRETE MIX DESIGN AND CONTROL:

A. Submit not less than 10 days prior to the start of concreting operations, to the ENGINEER.

1. Mix design, using a course aggregate factor acceptable to the Engineer.
2. Sufficient samples of all materials to be incorporated into the mix for testing.
3. Full description of the source of supply of each material component.

B. Course aggregate factor:

1. Not more than 0.82 when voids less than 48%.
2. Not more than 0.85 when voids exceed 48%.

3. Not less than 0.68.

C. No changes or deviations from proportions or sources of supply without approval of ENGINEER.

D. No concrete may be placed on the job site until the mix design has been approved by ENGINEER in writing to the CONTRACTOR.

2.14 CONCRETE QUALITY:

A. Consistency:

1. Mortar shall cling to the course aggregate.
2. The aggregate shall not segregate during transport.
3. The concrete and mortar shall show no free water when removed from the mixer.

B. The consistency should allow the completion of all finishing operations with the addition of water to the surface.

C. The concrete shall be uniform, workable, cohesive, possess satisfactory finishing qualities and be of the stiffest consistency that can be placed and vibrated into a homogeneous mass.

D. Excessive bleeding shall be avoided.

E. Slump requirements shall be as follows:

Structural Concrete	Avg. Slump	Max. Slump
(a) Cased Drilled Shafts and thin-walled Sections (9 inches or less)	4	5
(b) Slabs, Caps, Columns, Piers, Wall Sections Over 9 inches, etc.	3	4
(c) Slip Form Paving		
Underwater or seal concrete		2 1/2
(d) Rip-Rap, curb, Gutter and other Miscellaneous Concrete	As Specified	By Owner

Note: No concrete shall be permitted with slump in excess of the maximums shown. Any concrete mix failing to meet the above consistency requirements, although meeting the slump requirements shall be considered unsatisfactory; and the mix shall be changed to correct such unsatisfactory conditions.

F. The concrete shall comply with Table 1 below:

TABLE 1 - CLASSES OF CONCRETE

CLASS OF CONCRETE	MIN.-MAX. SX. CEMENT	MIN. BEAM STRENGTH 28-DAY PSI	MIN. BEAM STRENGTH 7-DAY PSI	MAX. WATER CEMENT RATIO ITEM 2.1.1.	COARSE NO.
A.	5.0	3000	500	6.5	2-3-4
B	4.0	2000	330	8.0	2-3-4
C*	6.0	3600	600	6.0	1-2-3-***
D	3.0	1500	250	11.0	2-3-4
E	6.0	3000	500	7.0	2-3
F	6.5	4200	700	5.5	2-3
H***	6.5-8.0	AS SPECIFIED ON PLANS	N/A	5.5	3

* Entrained Air:

** No. 1 course aggregate may be used in foundations only (except cased drilled shafts).

*** Pre-stressed Concrete.

**** ASTM C 293 (Center Point).

2.15 GROUT:

A. Non-Shrink:

1. Use pre-mix non-shrink, Embeco Premixed Grout or Embeco Pre Mixed Mortar by Master Builders Company or equal.
2. Keep water to a minimum for placing by the dry packing method.

B. Grout for Bonding:

1. 1 part cement to 1 1/2 parts sand by weight.
2. Keep water to a minimum.

PART 3 - EXECUTION

3.01 SUBGRADE:

A. Insure sub-grade is true to line and grade and compacted as specified.

B. Fill and re-compact any ruts or depressions.

C. Check cross section with a template.

D. Place moisture barrier or moisten sub-grade prior to placing of concrete. Method to be approved by the ENGINEER.

3.02 FORMS:

A. Provide forms for all concrete work including footings and base slabs.

B. Construct forms so that completed concrete will conform to shapes, lines, grades and dimensions indicated and required.

C. Forms shall be true, plumb and level with reasonable tight joints. Adequately support and brace forms.

D. Place anchors, inserts, bolts, sleeves and other device indicated or required for the various portions of all the work.

E. Oil temporary forms with non-staining form oil before reinforcing steel is placed.

F. Rough form finish as defined by ACI 301 permitted for concealed concrete.

G. Smooth form finish as defined by ACI 301 permitted for concealed concrete.

H. Provide 3/4 inch chamfer on exposed corners and edges, and 1-foot below ground level.

3.03 REMOVAL OF FORMS:

A. Do not remove forms or supports until concrete has acquired sufficient strength to safely support its own weight and the superimposed loads.

B. Mixing shall be done in a mixer of adequate size and type to produce uniform distribution of the material throughout the mass.

C. The mixer shall have a plate affixed showing the manufacturer's recommended operating data and it shall be operated within the speed and capacity limits stated thereon.

D. The absolute volume of the concrete batch shall not exceed the rated capacity of the mixer.

E. The entire contents of the drum shall be discharged before any materials are placed.

F. Improperly mixed concrete will not be placed.

G. The mixing time shall be in accordance with the recommendations of the mixer manufacturer.

H. Transix Mix Concrete:

1. Sufficient transit mix equipment shall be assigned exclusively to the project as required for continuous operation.
2. Satisfactory evidence shall be furnished so that the delivery of concrete shall be continuous at regular and uniform intervals, without stoppage or interruption.
3. Concrete shall not be placed on the job after a period of 1 hours after the cement has been placed in the mixer, with mixer turning; 30 minutes without mixer turning.

I. Continuous Volummetric Mix Concrete:

1. A mobile, continuous, Volummetric mixer of the rotating puddle type may be used for when approved by ENGINEER.
2. Mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.
3. The mixers shall adequate water supply and metering devices.
4. Calibration of these mixers will be required.

3.04 PLACING CONCRETE:

A. The minimum temperature of all concrete at the time of placement shall not be less than 50□ F.

B. Clean transporting equipment, reinforcing and embedded items before placing concrete.

C. Batch trucks or paving equipment not permitted on prepared sub-grade unless authorized by the ENGINEER based on actual job conditions.

D. Place no concrete until after inspection of forms by ENGINEER.

E. The maximum time interval between the addition of cement to the batch, and the placing of concrete in the forms shall not exceed the following:

AIR OR CONCRETE TEMPERATURE	NON-AGITATED CONCRETE	MAXIMUM TIME
80 deg. F or Above	(26.6 deg. C)	15 minutes
35 deg. F or 79 deg. F	(1.6 to 26.1 deg. C)	30 minutes

AGITATED CONCRETE

90 deg. F or Above	(32.2 deg. C)	45 minutes
75 deg F to 89 deg. F	(23.9 to 31.6 deg. C)	60 minutes
35 deg. F to 74 deg. F	(1.6 to 23.3 deg. C)	90 minutes

F. Prevent segregation during placing.

G. Consolidate flat work with one pass of mechanical vibrator moving parallel to centerline. Unusual sections and widths may be hand puddled and finished.

H. Place concrete continuously so that each pour unit will be monolithic in construction and will terminate at expansion, contraction or construction joint. Permit not more than 30 minutes between depositing adjacent batches.

I. Place slab concrete over membrane waterproofing before waterproofing has become damaged or dirty.

J. Concrete placement will not be permitted when impending weather conditions will impair the quality of work.

K. Slope horizontal surfaces of exterior concrete for drainage.

L. Deposit concrete in forms in horizontal layers not deeper than 24 inches. Avoid inclined construction joints. Place each layer while preceding layer is still plastic to avoid cold joints.

M. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spanding, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.

N. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to penetrate placed layer of concrete and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. Limit vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without casing segregation of mix.

3.05 PLACING CONCRETE IN WATER:

A. Concrete shall be deposited in water only when specified on the plans or with written permission of the ENGINEER.

B. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is deposited.

C. Pump will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

D. The concrete shall be placed with a tremie, closed bottom-dump bucket or other approved method.

E. The concrete shall not be allowed to fall freely through the water nor shall it be disturbed after it has been placed. Its surface shall be kept approximately level during placement.

F. The tremie shall consist of a water tight tube 14 inches or less in diameter. It shall be constructed so that the bottom can be sealed and opened after it is in place and fully charged with concrete. It shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.

G. Bottom-dump buckets used for underwater placing shall have a capacity of not less than one-half cubic yard. It shall be lowered gradually and carefully until it rests upon the concrete already gradually and carefully until it rests upon the concrete already placed and raised very slowly during the upward travel; the intent being to maintain still water at the point of discharge and to avoid agitating the mixture.

H. The placing operations shall be continuous until the work is complete.

I. Unless otherwise specified all concrete placed under water, except seal concrete, shall contain an additional sack of cement per cubic yard.

3.06 JOINTS:

A. CONTRACTOR:

1. Extend entirely across flat slabs at locations shown.
2. Location where not shown; maximum spacing is:
   a. Driveways: 10'
   b. Sidewalks: 4'
   c. Other flat slabs: 20 times slab thickness.
3. Saw depth not less than 1/4 slab thickness.

B. Expansion:

1. Install where shown on the plans.
2. Locations where not shown: all structures and features which project through, into or against slab.
3. Install according to manufacturer's recommendations, set material securely before placing concrete.
4. Install 1 inch width unless shown otherwise.

C. Filling Joints:

1. Fill not later than 14 days after sawing.
2. Fill immediately following cleaning.
3. Fill to 1/8" of surface.
4. Remove excess while material is still pliable.
5. Refill low areas where necessary.
6. Omit filling sidewalk joints.

3.07 FINISHING EXTERIOR FLAT WORK:

A. Strike off and float as required.

B. Check surface with ten foot straight edge, maximum variance allowed - 1/8".

C. Drag concrete surface longitudinally with double thickness burlap drag after completion of straight edging unless noted otherwise.

D. Use edger on edges of slab.

3.08 CURING:

A. CONTRACTOR shall inform the ENGINEER fully of the methods and procedures proposed for curing; shall provide proper equipment and material in adequate amounts; shall have approval of the proposed method, equipment and material prior to placing concrete.

B. All concrete shall be cured for a period of 4 curing days except as noted herein.

EXCEPTIONS TO 4-DAY CURING

Description	Required Curing
Upper Surfaces of Bridge Roadway, Median and Sidewalk Slabs and Top Slabs of Direct Traffic Culverts	8 Curing Days

A curing day is defined as a calendar day when the ambient temperature, taken in the shade

*** * * END OF SECTION * * ***

SECTION 03320

CONCRETE ADMIXTURES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing materials for use as admixtures in concrete.

PART 2 - PRODUCTS

2.01 AIR ENTRAINING ADMIXTURE

A. An "Air Entraining Admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will entrain uniformly dispersed microscopic air.

B. This admixture shall conform to ASTM C 260, modified as follows:

1. The cement used in any series of tests shall be either the cement proposed for specific work or a reference" Type I cement from one mill.

2. Unless otherwise indicated, the minimum relative durability factor shall be 80.

C. The air entraining admixture used in the reference concrete shall be high quality neutralized Vinsol Resin.

2.02 WATER - REDUCING, RETARDING ADMIXTURE

A. A "Water-reducing, Retarding Admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and retard the initial set of the concrete.

B. This mixture shall conform to ASTM C 494, Type A or D, modified as follows:

1. The water-reducing retarder shall retard the initial set of the plastic concrete a minimum of 2 hour and a maximum of 4 hours when the materials are at a temperature of 90 F, the dosage rate specified by the manufacturer.

2. The cement used in any series of tests shall be either the cement proposed for specific work or a "reference" Type I cement for one mill.

3. All concrete tested shall contain entrained air.

2.03 WATER-REDUCING ADMIXTURE

A. "Water-reducing Admixture" is defined as a material which when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and required strength.

B. This admixture shall conform to ASTM C 494, Type A.

2.04 ACCELERATING ADMIXTURE

A. In "Accelerating Admixture" is defined as an admixture that accelerates the setting time and the early strength development of concrete.

B. This admixture shall conform to ASTM C 494, Type C, modified as follows:

1. This accelerating admixture will contain no chlorides and shall be used in the liquid for only.

2.05 HIGH RANGE WATER REDUCING ADMIXTURES

A. A "High-range Water Reducing Admixture," referred to as a super plaster size, is defined as a synthetic polymer material which, when added to a low slump concrete mixture increases the slump without segregation, impermeability and durability of the mix.

B. This admixture shall conform to ASTM C 494, Type F or G, modified as follows:

1. It shall reduce the required water by a minimum of 15 percent.

2. It shall increase the 7 day compressive strength of the concrete by a minimum of 25 percent.

C. The admixture when added to the mix shall produce the following:

1. Modify a low slump concrete, without the addition of water, to produce a slump which conforms to the range indicated.

2. It shall prevent a temperature rise of the mix above 100 F during high ambient conditions.

3. It shall not increase the chloride content of mix.

2.06 CERTIFICATION

A. The CONTRACTOR shall submit the name of the admixture proposed and manufacturer's certification that products selected meet the requirements of this item and of ADTM C 260 and C 494 as required.

B. If more than one admixture is proposed in the concrete mix, a statement of compatibility of components shall accompany certification.

C. The ENGINEER may request additional information to be submitted such as infrared spectrophotometry scan, solids content, ph value, etc., for further identification.

D. A change in formulation discovered by any of the tests prescribed herein or other means and not reported and re-tested, may be cause to permanently bar the manufacturer from furnishing admixtures for COUNTY work.

E. The ENGINEER reserves the right to perform any or all of the tests required by ASTM C 260 and C 494 as a check on the tests reported by the manufacturer.

F. In case of any variance, the ENGINEER tests will govern.

2.07 APPROVAL

A. The ENGINEER shall approve all admixtures and dosage. Approval of admixtures shall be based on previous performance of the admixture.

B. The dosage will be determined from the manufacturer's recommendations, trial mixes or current job approved mix designs, if it is shown that no substantial change in any of the proposed ingredients has been made.

C. Should the CONTRACTOR desire to change the admixture or dosage approved during the progress of the work, the CONTRACTOR shall perform trial mixes at his own expense and submit the new mix design for approval.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

A. No concrete shall be delivered to the project until the mix design is approved. All concrete delivered shall conform to the approved job mix formula. Unless otherwise indicated, all concrete shall be air entrained. All admixtures will be added at the Batch Plant. All admixtures shall be in the liquid state. No admixtures shall be dispensed on dry aggregates. Each admixture shall be dispensed separately, but at the same time as the mixing water.

B. An approved job mix formula for normal hot weather concreting may not perform satisfactorily for extended retardation, in which case its use will not be permitted.

C. The rotation of the mixer shall be sufficient to thoroughly mix the admixture into the concrete.

D. Admixtures shall be agitated as required to prevent separation or sedimentation of solids. Air agitation of Neutralized Vinsol Resin will not be permitted.

E. Normally air entraining agents shall be charged into the mixer at the beginning of the batch and retarding or water reducing admixtures shall be charged into the mixer during the last part (approximately 1/3) of the batch when an air-entraining agent is used.

F. Accelerating admixtures will not be used only on the written approval of ENGINEER. Accelerating admixtures will not be permitted in bridge decks, direct traffic culvert slabs at any time nor when Type II cement is specified.

G. All admixtures shall be of the same brand from only one manufacturer for the entire project, unless otherwise approved by the ENGINEER.

H. Accelerators will be used only to meet special project requirements and will require the approval of the ENGINEER.

I. For individual placements of concrete of 25 cubic yards or more and for all ready-mix concrete, the admixture shall be measured and dispensed by a readily adjustable dispenser. When set to a predetermined volume, the dispenser shall fill to the preset amount and hold it positively without leakage until the operator releases the content into the mixing water by some positive means. Unless otherwise indicated, completely automatic dispensing will not be required, except for use with a full automatic plant.

J. The calibrated container shall be a measuring reservoir of the type where the level of the admixture is visible at all times. A strip gauge with one ounce increments for air entraining admixtures, ten ounce increments for dispersing admixtures, shall be attached securely to the measuring apparatus. This strip shall be a material possessing weather resistant qualities. The accuracy equipment shall visibly show the total amount to be dispensed for ready check by the ENGINEER.

K. When individual placements of less than 25 cubic yards and with the concrete batched on the job site, the ENGINEER may waive the requirements for mechanical dispensing equipment.

L. When high range water reducing admixtures are indicated the following will be observed:

1. Ready-mixed concrete shall be delivered in transit mixers and the capacity of the transit mixture shall be reduced for each bath by 25 percent of the rated capacity to assure proper mixing.

2. If during the placement of concrete, a change in slump resulting in a slump loss in excess of 3 inches is noted, the remaining concrete shall be rejected.

3. The addition of water will not be permitted at the job site.

4. Only one liquid admixture shall be used to achieve the desired results, except where air entrainment is indicated, the air entrainment agent will be

permitted.

5. The concrete design shall meet the following requirements:

ITEM	TEST	VALUE
Air entrainment	ASTM C 260	3 to 6 percent
High range water reducing Admixture	ASTM C 494 Type F or G	
Water cement ratio Gal/.Sack Max.		6.25
Minimum cement content in Sacks (94 lb. sack)		6.0
Coarse aggregate factor		6.5
Slump Maximum, inches		10
Flexural strength @ 7 days, psi		650
Maximum concrete temperature F		100

PART 4 - MEASUREMENT AND PAYMENT

4.01 No additional compensation will be made for the materials, equipment test or methods required by this item, but shall be considered subsidiary to various items included in the contract.

*** * * END OF SECTION * * ***

SECTION 03336

DRIVEWAY REPAIRS

1.1. Description:

This item shall govern for driveways, with or without reinforcing steel, composed of portland cement concrete constructed on approved subgrade, foundation material or finished surface in accordance with the lines and grades established by the engineer and in conformance with details shown on the plans.

1.2. Materials:

Concrete shall be class "a" concrete meeting the requirement of the item "concrete for structures" or concrete as specified in the items of "concrete pavement" in TxDot 1982 specification.

Reinforcing steel, if required shall conform to the requirements of the item "reinforcing steel".

1.3. Construction Methods:

The subgrade foundation, or pavement surface shall be shaped to lines, grades, and cross sections, hand tamped and sprinkled. If dry, the subgrade or foundation material shall be sprinkled lightly immediately before concrete is deposited thereon.

Outside forms shall be of wood or metal, of a section satisfactory to the engineer, straight, free of warp and of a depth equal to the depth required. They shall be securely staked to line and grade, and maintained in a true position during the depositing of concrete.

The reinforcing steel, if required, shall be placed in position as required by the plans. Care shall be exercised to keep all steel in its proper location.

After the concrete has been struck off and after it has become sufficiently set, the exposed surfaces shall be thoroughly worked with a wooden float.

Where driveway a but a curb or retaining wall, approved expansion material shall be placed along their entire length. Similar expansion material shall be placed around all obstruction protruding through driveways.

*** * * END OF SECTION * * ***

SECTION 09100

CONSTRUCTION TRAFFIC CONTROL

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This item shall consist of the construction, manipulation, maintenance and removal, if required, of detours of the length and to the lines, grades, and typical sections indicated and providing for installing, moving, replacing, maintaining, cleaning and removing upon completion of the work, as required, all detour markers, signs, barricades and other devices used in traffic control and handling at the construction site as indicated or as directed by the ENGINEER.

B. This item shall also consist of providing, installing, moving, replacing, maintaining, cleaning and removing temporary or permanent street closure barricades, signs or other devices required to handle the traffic in conformance with the current edition of the Texas Manual of Uniform Traffic Control Devices for Street and Highways and as indicated or directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 CONSTRUCTION TRAFFIC CONTROL SIGNS:

A. Construction traffic control signs shall conform to the provisions of Section 9000 except as noted in the plans or as directed by the ENGINEER.

B. Construction traffic control signs used herein shall be fabricated using sheeting conforming to the requirements of Table 9000-3.

C. The substrate for construction signs need only be sufficiently durable to last the life of the project and sufficiently rigid to hold the sheeting in a flat plane.

2.02 SIGN SUPPORTS:

A. Supports for construction traffic control signs shall be grade #2 fir or yellow pine, pressure treated with pentachlorophenol.

B. Supports shall have a minimum nominal size of 4-inches x 4-inches and conform to the details shown on the plans.

2.03 PORTABLE SIGN SUPPORT:

A. Materials for portable sign supports shall comply with the details shown on the plans. Portable sign supports other than those shown on the plans shall be submitted to the Project Manager for approval prior to use.

2.04 BARRICADES:

A. Barricades shall be classified as Type I, Type II, or Type III and shall comply with the details shown on the plans and the TMUTCD.

B. Barricade rails shall be fabricated using S4S grade #2 fir or yellow pine and reflectorized sheeting conforming to the requirements shown in Table 9000-3.

2.05 VERTICAL PANELS:

A. Materials for vertical panels shall conform to the details shown on the plans. Vertical panels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements of the TMUTCD and Table 9000-3.

2.06 CONSTRUCTION TRAFFIC MARKINGS:

A. Construction traffic markings shall comply with Section 9990 and the details shown in the plans.

2.07 ABBREVIATED PAVEMENT MARKINGS FOR CONSTRUCTION:

A. The pavement-marking material shall consist of an adhesive-backed reflective tape which can be applied to the pavement. Markings shall be of goof appearance, have straight, unbroken edges and have a color that complies with all federal regulations.

1. COLOR

a) The markings, as well as retroreflected light from the markings, shall be white or yellow as indicated.

2. VISIBILITY

a) The pavement markings (during daylight hours) shall be distinctively visible for a minimum of 300 feet unless sight distance is restricted by geometric roadway features.
b) The pavement markings (when illuminated by automobile low beam headlights at night) shall be distinctly visible for a minimum of 160 feet unless sight distance is restricted by geometric features.
c) The above day and night visibility requirements shall be met when viewed from an automobile traveling on the roadway.

2.08 CHANNELIZATION DEVICES:

A. BARRELS

1. Barrels shall be of metal or nonmetal composition approved by the ENGINEER and of 30 to 55 gallon capacity. Only one size may be used on the project. The barrels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements of TMUTCD and Table 9000-3. The markings on the barrels shall be horizontal, circumferential, orange wide. There shall be a minimum of 55 alternating orange and white stripes on each barrel. Barrels shall also conform to the details shown on the plans.
2. Type "B" barrels shall be equipped with either Type "A" low intensity or Type "C" steady- burn warning lights complying with the provisions to TMUTCD and the ITE standard for flashing and steady-burn lights. The use warning lights shall be as directed by the ENGINEER.

B. TRAFFIC CONES

1. Traffic cones shall conform to the details shown on the plans.

C. TUBULAR TRAFFIC MARKERS

1. POST

a) The post shall be of a thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.
b) Dimensions:

Outside Diameter	2.23 inches to 4 inches
Wall Thickness	0.125 inch minimum
Length	18 to 36 inches
Color	Orange

2. BASE

a) The base shall be of a thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.
b) Dimensions:

Height	1/2 to 2 inches
Outside Diameter	7 to 12 inches
Color	black or same color as post

3. ASSEMBLY UNITS

a) Assembly units which are inherent with the particular marker shall be as per manufacturer's recommendations.

4. ADHESIVES

a) Adhesive shall be epoxy type (permanent installation or butyl type (temporary installation) as per manufacturer's recommendations.

b) Other methods approved by the ENGINEER prior to initiating the work may be used; however, said approval does not abrogate the CONTRACTOR'S responsibility of effecting the temporary or permanent installation.

5. REFLECTORIZATION

a) If used at night, tubular traffic markers shall have two 3-inch, circumferential reflective bands, no more than 2-inches from the top with no more than 6-inches separating the bands. Reflective material shall be SIA-250 or higher sheeting conforming to the provisions of Section 9000. The color of reflective material shall be as shown in the plans.

2.09 SEQUENTIAL ARROW DISPLAYS

A. Sequential arrow displays shall be sequentially lighted and roof or trailer mounted. The minimum panel size shall be 30-inches high an 54-inches wide. The display shall have 22 hooded sealed beam amber lamps rated at a maximum intensity of 8800 candlepower.

B. Light intensity shall be adjustable by dimmer switch. The operating modes shall be as follows:

1. Pass Left. 3 chevrons of 5 lamps each sequence in right to left pattern 40 to 50 times per minute.
2. Pass Right. 3 chevrons of 5 lamps each sequence in left to right pattern 40 to 50 times per minute.
3. Pass Either Side. The two outermost chevrons on each end of the panel pointing like arrowheads and flashing 40 to 50 times per minute with crossing row of lamps burning continuously.
4. Warning. 4 lamps, one at each corner of the panel, flashing 40 to 50 times per minute.

2.10 MATERIALS FOR CONSTRUCTION DETOURS

A. FLEXIBLE BASE

1. Flexible base shall conform to Section 2601.

B. ASPHALT TREATED BASE

1. Asphalt treated base shall conform to Section 2604.

C. PRIME COAT

1. Prime Coat shall conform to Section 2610.

D. TACK COAT

1. Tack Coat shall conform to Section 2620.

E. SEAL COAT

1. Seal Coat shall conform to Section 2617 or Section 2645.

F. HOT MIX ASPHALTIC CONCRETE PAVEMENT

1. Hot Mix shall be Type D conforming to Section 2612.

G. SEEDING

1. Seeding shall conform to Section 0000.

PART 3 - EXECUTION

3.01 CONSTRUCTION TRAFFIC CONTROL SIGNS AND SIGN SUPPORTS:

A. Construction traffic control signs and sign supports shall be installed at locations noted on the plans in conformance with the TMUTCD or as directed by the ENGINEER.

3.02 PORTABLE SIGN SUPPORTS:

A. Portable sign supports for traffic control devices for detours shall be furnished by the CONTRACTOR, shall be installed at the locations shown on the plans, unless otherwise shown on the plans, and shall remain the property of the CONTRACTOR.

B. Unless otherwise specified, portable sign supports shall be of the dimensions shown on the plans.

3.03 BARRICADES:

A. Barricades shall be installed in conformity with the details noted on the plans or as directed by the ENGINEER.

3.04 VERTICAL PANELS:

A. Vertical panels shall be installed in conformity with the details noted on the plans or as directed by the ENGINEER.

3.05 CONSTRUCTION TRAFFIC MARKINGS:

A. Construction traffic markings shall be installed in conformity with Section 9990 and the details shown on the plans or as directed by the ENGINEER.

3.06 ABBREVIATED PAVEMENT MARKING FOR CONSTRUCTION:

A. Abbreviated markings meeting all specification requirements shall be in place on all roadways on which traffic is allowed and where suitable standard pavement marking is not in place. The transverse location of the line(s) formed by the markings shall be as determined by the ENGINEER.

B. Unless otherwise indicated, the abbreviated markings shall be placed as follows:

Condition	Spacing	Length of Stripe
Straight	40 feet approximately	48 inch
Curve greater than 2 degrees	20 feet maximum	48 inch
Curve less than or equal 2 degrees	40 feet maximum	48 inch

C. Pavement markings shall be a minimum of 3 7/8 inches wide. Length and spacing will be in accordance with these specifications.

D. The spacing of stripes may be modified by the ENGINEER. However, the maximum spacing specified above shall not be exceeded in any case.

E. The CONTRACTOR will be responsible for maintaining the abbreviated pavement markings until standard pavement markings are in place.

F. Abbreviated pavement markings shall be removed after all permanent markings have been place.

3.07 CHANNELIZATION DEVICES:

A. TYPE "A" BARRELS

1. Type "A" barrels shall be used during daylight hours only and shall not be equipped with warning lights of any type.

B. **TYPE "B" BARRELS**

1. Type "B" barrels shall be equipped with warning lights. Type "B" barrels shall be used during nighttime hours only, unless otherwise shown on the plans or directed by the Project Manager.
2. The term "daylight hours" refers to those hours between dawn and dusk. The term "nighttime hours" refers to those hours between dusk and dawn.

C. **TRAFFIC CONES**

1. Traffic cones shall be installed in conformity with the plans and the TMUTCD or as directed by the ENGINEER.

D. **TUBULAR TRAFFIC MARKERS**

1. The metal, concrete, or bituminous surface where the tubular traffic markers are to be placed shall be thoroughly cleaned.
2. Metal and concrete surfaces shall be sandblasted or wire brushed. Bituminous surfaces shall be cleaned in accordance with manufacturer's recommendations.
3. All loose sand, dust and other deleterious debris from cleaned mounting surfaces shall be removed.
4. Tubular traffic markers shall be installed in conformity with details and at locations shown on the plans or as directed by the ENGINEER and in accordance with the manufacturer's recommendation.
5. In the event that removal of an installation (temporary or permanent) is effected and the metal, concrete, or bituminous surface is damaged the CONTRACTOR shall repair and otherwise restore said surface to its original condition at no additional cost to the County.
6. All defective post(s), base(s), assembly unit(s), adhesive(s), or reflective sheeting contributing to the detriment of the intended function of the tubular traffic markers shall be replaced by the CONTRACTOR at no additional cost to the COUNTY.

E. Channelization devices shall be and installed in accordance with the details shown on the plans, except that barrels shall be as noted herein.

3.08 SEQUENTIAL ARROW DISPLAY:

A. Sequential arrow displays shall be used according to the requirements shown on the plans and shown in TMUTCD.

3.09 CONSTRUCTION DETOURS:

A. The detours shall be constructed at the locations and to the lines and grades indicated and it shall be the entire responsibility of the CONTRACTOR to provide for the passage of traffic in comfort and safety without creating a dust problem.

3.10 CONSTRUCTION METHODS:

A. Prior to commencing construction, suitable "Construction Traffic Control" devices shall be installed to protect the workers and the public.

B. The CONTRACTOR shall be responsible for installing all markers, signs and barricades conforming to The Texas Manual on Uniform Traffic Control Devices and/or as indicated. If, in the opinion of the ENGINEER, additional markers, signs or barricades are needed in the interest of safety, the CONTRACTOR will install such as are required or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Measurement of various items described in this specification complete in place will be made as follows:

1. Construction traffic control sign assemblies, consisting of the applicable signage mounted on either sign supports or portable sign supports, shall be measured per each or lump sum.
2. Barricades shall be measured by the type per each.
3. Vertical panels shall be measured per each. Supports required for vertical panels will not be measured for payment but will be considered incidental to the completion of the work.
4. Construction traffic markings shall be measured per linear foot.
5. Abbreviated pavement markings for construction shall be measured per linear foot.
6. Channelization devices shall be measured per each for the category and type shown.
7. Sequential arrow display shall be measured per each.
8. Construction detours shall be measured per each or considered incidental to completion of construction.
9. Construction traffic control plan, consisting of any or all of the items described herein, shall be measured lump sum or incidental to completion of construction.

4.02 PAYMENT:

A. The accepted quantities of construction traffic control devices shall be paid at the contract unit bid price per the unit of measurement noted above.

B. Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 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.

(f) 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.

(g) 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.

(h) 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.

400.4

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.

Cohesion less materials, such as sand, may be used for general backfilling purposes. Compaction of cohesion less 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 Sub-article 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.

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."

*** * * END OF SECTION * * ***

SECTION 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.

*** * * END OF SECTION * * ***

SECTION ITEM 403

TEMPORARY SPECIAL SHORING

403.1. Description. This Item shall govern for furnishing and constructing temporary shoring to hold the surrounding earth, water or both out of the work area and to the lines and grades shown on the plans and in accordance with this Item.

403.2. Design. Unless otherwise shown on the plans, the Contractor shall be responsible for the adequacy of the temporary special shoring design. The Contractor shall submit, to the Engineer, details and design calculations bearing the seal of a Registered Professional Engineer for review and approval. All loads and allowable stresses shall comply with the latest AASHTO Standard Specifications for Bridges, except that the maximum allowable service load stress may be increased by 25%.

403.3. Materials. The Contractor shall furnish shoring that meets or exceeds the design requirements. Materials may be new or used. Materials shall not present a hazard to the public, shall be structurally adequate and shall fulfill the intended shoring purpose.

403.4. Construction Methods. The construction methods used for temporary shoring shall be in accordance with the applicable Specifications and the design requirements.

403.5. Measurement. This Item will be measured by the square foot of surface area of a vertical plane between the top of the shoring and the minimum protection grade line shown on the plans.

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.

403.6 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 Special Shoring". This price shall be full compensation for furnishing and placing all temporary shoring materials; for design of the shoring; for all necessary excavation; for the removal of the shoring or portions thereof; and for all labor, tools, equipment and incidentals necessary to complete the work.

No payment will be made for special shoring made necessary due to the selection of an optional design or sequence of work that creates the need for shoring.

*** * * END OF SECTION * * ***

SECTION ITEM 420

CONCRETE STRUCTURES

420.1. Description. This Item shall govern for the construction of all types of structures involving the use of cast-in-place concrete. All structures shall be constructed in accordance with the details shown on the plans and this Item.

420.2. Materials.

(1) Concrete. All concrete shall conform to the provisions of Item 421, "Portland Cement Concrete".

The class of concrete for each type of structure or unit shall be as shown on the plans, or by pertinent governing specifications.

(2) Reinforcing Steel. All reinforcing steel shall conform to the provisions of Item 440, "Reinforcing Steel".

(3) Expansion Joint Material. The following materials shall conform to the requirements of Item 433, "Joint Sealants and Fillers".

(a) Preformed Fiber Material. Preformed fiber expansion joint material shall conform to the dimensions shown on the plans. Unless otherwise specified, "Preformed Bituminous Fiber Material" shall be used.

(b) Joint Sealing Material. Unless shown otherwise, the sealer shall be a "Low Modulus Silicone Sealant".

(c) Asphalt Board. Asphalt board shall conform to the dimensions shown on the plans.

(d) Rebonded Neoprene Filler. Rebonded neoprene filler shall conform to the dimensions shown on the plans.

(4) Waterstop.

(a) Rubber waterstop or polyvinyl chloride (PVC) waterstop shall be in conformance with Item 435, "Elastomeric Materials".

(b) Other types shall be as shown on the plans.

(5) Curing Materials.

(a) Membrane curing shall conform to Item 526, "Membrane Curing".

(b) Cotton mats shall consist of a filling material of cotton "bat" or "bats" (min. 12 oz. per sq. yd.); covered with un-sized cloth (min. six (6) oz. per sq. yd.); tufted or stitched to maintain stability; shall be free from tears; and shall be in good general condition.

(c) Polyethylene sheeting shall be four (4) mil. minimum thickness and free from visible defects. It shall be clear or opaque white except when the temperature during the curing period does not exceed 60 F or when applicable to control temperature during mass pours.

(d) Burlap-polyethylene mats shall be made from burlap impregnated on one side with a film of opaque white pigmented polyethylene and free from visible defects.

(e) Laminated mats shall have not less than one (1) layer of an impervious material such as polyethylene, vinyl plastic or other acceptable material (either as a solid sheet or impregnated into another fabric) and shall be free of visible defects.

(6) Admixtures. Concrete admixtures shall comply with the requirements of Item 437, "Concrete Admixtures".

(7) Epoxy. Unless otherwise specified, epoxy materials shall conform to Item 575, "Epoxy".

(8) Latex Emulsions. Latex emulsion used for latex based grout/mortar, latex adhesive grout/mortar or other purposes shall conform to Departmental Materials Specification D9-8110.

420.3. General Requirements. Before starting work, the Contractor shall inform the Engineer fully of the construction methods he proposes to use, the adequacy of which shall be subject to the approval of the Engineer.

Concurrence on the part of the Engineer of any proposed construction methods, approval of equipment, or of form and falsework plans does not relieve the Contractor of the responsibility for the safety or correctness of the methods, the adequacy of his equipment or from carrying out the work in full accordance with the contract.

Plans for forms and falsework for piers, superstructure spans over 20 feet long and for all bridge widening details shall be submitted to the Engineer for review. Similar plans shall be submitted for other units of the structure, if requested by the Engineer. The plans shall be prepared on standard 22 inch by 34 inch sheets and shall show all essential details of the proposed forms, falsework and bracing to permit a structural analysis. Four (4) sets of such plans will be required. One (1) set of design calculations shall accompany the submission of such plans. Plans, forms and falsework shall be designed, sealed, and signed by a professional engineer.

Forms or screed supports may be attached to I-beams or girders by welding, subject to the following requirements:

(1) Welds will not be permitted on tension flanges and in those areas shown on the plans or as directed by the Engineer.
(2) Welds shall be made in accordance with Item 448, "Structural Field Welding".

Unless otherwise shown on the plans, the time sequence in which construction operations may be carried on and in which completed structures may be opened to traffic shall be governed by the following:

(1) Superstructure members, forms, falsework, or erection equipment shall not be placed on the substructure before the concrete therein has attained a flexural strength of 425 psi.

(2) Storage of materials on completed portions of a structure will not be permitted until all curing requirements for those particular portions have been met.

(3) A minimum flexural strength of 340 psi will be required for the following:

(a) Forms erected on concrete footings supported by piling or drilled shafts.

(b) Forms on individual drilled shafts.

Such work may begin on spread footings and culvert footings, after the concrete therein has aged at least two (2) curing days. Concrete may be placed as soon as the forms and reinforcing steel are approved.

(4) The support of tie beam and/or cap forms by falsework placed on previously placed tie beams will be permissible provided such beams have attained 425 psi flexural strength, curing requirements are completed, and the member is properly supported to eliminate stresses not provided for in the design.

(5) Bridges and direct traffic culverts shall not be opened to construction traffic or to the traveling public until authorized by the Engineer in accordance with the following:

After the last slab concrete has been in place at least 14 days, authorization may be given for construction traffic on structures not to exceed three-quarter ton vehicles.

After the last slab concrete has been in place at least 21 days, authorization may be given for other construction traffic, or for the traveling public when necessary. Vehicles exceeding the legal load limit will be allowed in accordance with Item 6, "Control of Materials".

(6) Box culverts in fills may be opened to backfilling and compaction equipment when the concrete in the top slab has attained 425 psi flexural strength, and may be opened to other traffic as soon as sufficient backfill and/or embankment has been placed over the top to protect the culverts against damage from heavy construction equipment. The Contractor shall repair, at his expense, any damage inflicted on the culvert by construction traffic.

420.4. Drains. Weep holes and roadway drains shall be installed and constructed as shown on the plans.

420.5. Expansion Joints. Joints and devices to provide for expansion and contraction shall be

constructed in accordance with plan details and the requirements of this Item.

The bearing area under the expansion ends of concrete slabs and slab and girder spans shall be given a steel trowel finish, and finished to the exact grades required.

Bridging of concrete or mortar around expansion joint material in bearings and expansion joints shall be prevented.

All open joints and joints to be filled with expansion joint material shall be constructed using forms adaptable to loosening or early removal. To avoid expansion or contraction damage to the adjacent concrete, these forms shall be loosened as soon as possible after final concrete set to permit free movement of the span without requiring full form removal.

When a "Type A" joint is shown on the plans, preformed fiber joint material shall be used in the vertical joints of the roadway slab, curb, median or sidewalk and the top one (1) inch thereof shall be filled with the joint sealing material shown herein or shown on the plans.

The sealer shall be installed in accordance with Item 438, "Cleaning and/or Sealing Joints and Cracks (Portland Cement Concrete)", and the manufacturer's recommendations.

Where preformed fiber joint material is used, it shall be anchored to the concrete on one (1) side of the joint by light wire or nails.

Finished joints shall conform to the plan details with the concrete sections completely separated by the specified opening or joint material.

Soon after form removal and again where necessary after surface finishing, all concrete shall be removed from within the joint opening to insure full effectiveness of the expansion joint.

420.6. Construction Joints. The joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set shall be deemed a construction joint. The term monolithic placement shall be interpreted to mean that the manner and sequence of concrete placing shall not create a construction joint.

Construction joints shall be of the type and at the locations shown on the plans. Construction joints other than those shown on the plans will not be permitted in bridge slabs. Additional joints in other members will not be permitted without written authorization from the Engineer. When additional joints are authorized, they shall have details equivalent to those shown on the plans for joints in similar locations.

Unless otherwise provided, construction joints shall be square and normal to the forms. Bulkheads shall be provided in the forms for all vertical joints.

Construction joints requiring the use of joint sealing material shall be as shown on the plans.
A concrete placement terminating at a horizontal construction joint shall have the top surface roughened thoroughly as soon as practicable after initial set is attained.

The hardened concrete surface shall be thoroughly cleaned of all loose material, laitance, dirt or foreign matter and saturated with water. All freewater shall be removed and the surface shall be in a moist condition when concrete and/or bonding grout is placed against it.

Forms shall be drawn tight against the existing concrete to avoid mortar loss and offsets at joints.

When shown on the plans or in other specifications, the joint surface shall be coated with bonding mortar, grout, or other specified material.

When shown on the plans, Type V epoxy material shall be used for bonding fresh concrete to hardened concrete. The bonding epoxy shall be placed on a clean, dry surface and shall be tacky when the fresh concrete is placed.

420.7. Seal for Foundations. Concrete for foundation seals, unless otherwise specified, shall be in accordance with Item 400, "Excavation and Backfill for Structures".

420.8. Falsework. Falsework shall be designed and constructed to safely carry the maximum anticipated loads, including wind loads, and to provide the necessary rigidity. Details of falsework construction shall be subject to review and approval by the Engineer in accordance with the provisions of Article 420.3.

For evaluating the adequacy of job fabricated falsework, a weight of 150 pounds per cubic foot shall be assumed for concrete, and a live load allowance of 50 pounds per square foot of horizontal surface of the form work shall be included. The maximum stresses shall not exceed 125 percent of the allowable stresses used by the Department for the design of structures.

Commercially produced structural units used in falsework shall not exceed the manufacturer's maximum allowable working load for moment, and shear or end reaction. The maximum allowable working load shall include an allowance of 35 pounds per square foot of horizontal form surface and sufficient details and data shall be submitted to the Engineer for approval.

All timber used in falsework shall be sound, in good condition, and free from defects which would impair its strength.

When wedges are used to adjust falsework to desired elevations, the wedges shall be used in pairs to insure even bearing. The use of wedges to compensate for incorrectly cut bearing surfaces will not be permitted. Wedges shall be hardwood or metal.

Sills or grillages shall be large enough to support the superimposed load without settlement, and unless founded on solid rock, shale or other hard materials, precautions shall be taken to prevent yielding of the supporting material.

Falsework which cannot be founded on a satisfactory spread footing shall be placed on piling or drilled shafts having a bearing capacity sufficient to support the superimposed load without settlement. Falsework piling shall be driven to the required resistance determined by the

applicable formula given in Item 404, "Driving Piling". Drilled shafts for falsework shall be designed to carry the superimposed load using both skin friction and point bearing.

Welding, when used, shall conform to the requirements of Item 448, "Structural Field Welding". Each falsework bent shall be securely braced to provide the stiffness required with the bracing securely fastened to each pile or column it crosses.

The falsework shall be removed when no longer required. Falsework piling shall be pulled or cut off not less than six (6) inches below finished ground level. Falsework, piling or drilled shafts in a stream, lake, or bay shall be completely removed to a point specified by the Engineer to prevent any obstruction to the waterway.

420.9. Forms. All forms shall be constructed in accordance with the following:

(1) General. Except where otherwise specified, forms may be of either timber or metal.

Forms for round columns exposed to view shall be of steel, except that other materials will be allowed with written permission of the Engineer.

Studs, joists, wales or other devices used for form supports shall be of sufficient section and rigidity to withstand undue bulging or settling of the forms. Any device or method used for form support shall be subject to the approval of the Engineer.

Forms shall be designed for the pressure exerted by a liquid weighing 150 pounds per cubic foot. The rate of placing the concrete shall be taken into consideration in determining the depth of the equivalent liquid. Job fabricated forms shall be designed for an additional live load of 50 pounds per square foot of horizontal surface. The maximum unit stresses shall not exceed 125 percent of the allowable stresses used by the Department for the design of structures.

Commercially produced structural units used in form work shall not exceed the manufacturer's maximum allowable working load for moment, shear or end reaction. The maximum working load shall include a live load of 35 pounds per square foot of horizontal form surface and sufficient details and data shall be submitted to the Engineer for review.

Forms shall be practically mortar-tight, rigidly braced and strong enough to prevent bulging between supports and shall be maintained to the proper line and grade during concrete placement. Forms shall be maintained in a manner to prevent warping and shrinkage.

Offsets at form joints shall not exceed 1/16 inch. Form supports for slabs shall not be welded to the top flange of I-beams or girders except in accordance with the provisions of Article 420.3.

Deflections due to cast-in-place slab concrete and railing shown in the dead load deflection diagram shall be taken into account in the setting of slab forms.

All forms and footing areas shall be cleaned of any extraneous matter before placing concrete. Permission to place concrete will not be given until all preparatory work is complete to the

CURING REQUIREMENTS

STRUCTURE UNIT DESCRIPTION	REQUIRED		PERMITTED	
	Water for Complete Curing	Membrane for Interim Curing	Water for Complete Curing	Membrane for Complete Curing
A. Upper surfaces of Bridge Roadway, Median and Sidewalk slabs, Top Slabs of Direct Traffic Culverts.	X	X (Resin Base)		
B. Top Surface of any Concrete Unit upon which Concrete is to be placed and bonded at a later interval (Stub Walls, Risers, etc.). Other Super structure Concrete (Curbs Wingwalls, Parapet Walls, etc.).	X			
C. All Substructure Concrete, Culverts, Box Sewers, Inlets, Manholes, Retaining Walls, Riprap, Railing			*X	*X
All other concrete	As specified in other items.			

*Polyethylene Sheeting, Burlap-Polyethylene Mats or Laminated Mats in close intimate contact with the concrete surfaces will be considered equivalent to water or membrane curing.

For substructure concrete only one (1) type of curing compound will be permitted on any one (1) structure. Material requirements and construction methods shall be as required by Item 526, "Membrane Curing", except as changed herein.

Membrane curing shall not be applied to dry surfaces, but shall be applied just after free moisture has disappeared. Formed surfaces and surfaces which have been given a first rub shall be dampened and shall be moist at the time of application of the membrane.

When membrane is used for complete curing, the film shall remain unbroken for the minimum curing period specified. Membrane which is damaged shall be corrected immediately by reapplication of membrane. Unless otherwise noted herein or shown on the plans, the choice of membrane type shall be at the option of the Contractor.

420.21. Removal of Forms and Falsework. Except as herein provided, forms for vertical surfaces may be removed when the concrete has aged not less than 12 hours, provided the removal can be done without damage to the concrete.

Forms for inside curb faces may be removed at such time the removal can be done without damage to the curb.

Weight supporting forms and falsework for all bridge components and culvert slabs, except as noted herein, shall remain in place a minimum of four (4) curing days. The forms then may be removed if the concrete has attained a flexural strength of 425 psi, as evidenced by strength tests using test beams made from the same concrete and cured under the same conditions as the portion of the structure involved. Forms for other structural components may be removed as specified by the Engineer.

Inside forms (walls and top slabs) for box culverts and sewers may be removed after concrete has aged not less than one (1) day (24 hrs.) and has acquired a flexural strength of not less than 255 psi, provided an overhead support system, approved by the Engineer, is used to transfer the weight of the top slab to the walls of the box culvert or sewer before the support provided by the forms is removed.

When all test beams made for the purpose of form removal have been broken without attaining the required strength, forms shall remain in place for a total of 14 curing days.

The above provisions relative to form removal shall apply only to forms or parts thereof which are constructed to permit removal without disturbing forms or falsework required to be left in place for a longer period on other portions of the structure.

All forms and falsework shall be removed unless otherwise approved by the Engineer.

420.22. Defective Work. Any defective work shall be repaired as soon as possible.

Any defect which in the opinion of the Engineer cannot be repaired satisfactorily to the extent required by the Engineer shall be removed and replaced at the expense of the Contractor.

420.23. Finishing Exposed Surfaces. A Surface Finish shall be applied to all concrete surfaces and shall be in accordance with Item 427, "Surface Finishes for Concrete".

420.24. Measurement. The quantities of concrete of the various classifications which will constitute the completed and accepted structure or structures in place will be measured by the cubic yard, each, square foot, square yard, or linear foot as shown on the plans. Measurement will be as follows:

(1) General.

(a) All concrete quantities will be based on the dimensions shown on the plans or those established in writing by the Engineer. Diafram concrete, when required, will be included in the slab measurement.

(b) In determining quantities, no deductions will be made for chamfers less than two (2) inches, embedded portions of structural steel or pre-stressed concrete beams, piling, anchor bolts, reinforcing steel, drains, weep holes, junction boxes, electrical or telephone conduit, conduit and/or voids for pre-stressed tendons or for embedded portions of light fixtures.

(c) For pan girder spans, a quantity will be included for the screed setting required to provide proper camber in the roadway surface after form removal.

(d) For slabs on steel and pre-stressed beams, a quantity for the haunch between the slab and beams will be included when required. No measurement will be made during construction for variation in the amount of haunch concrete due to deviation from design camber in the beams.

(e) For slabs on panels, T-beams, or box beams, the combination of span length, theoretical camber in beams, computed deflections, and plan vertical curve will be taken into account in determining the quantity for the slab.

Additional concrete which may be required by an adjustment of the profile grade line during construction, to insure proper slab thickness, will not be measured for payment.

(f) Variation in concrete headwall quantity incurred when an alter- nate bid for pipe is permitted will not be measured for payment.

(g) Quantities revised by a change in design, measured as specified herein, will be increased or decreased, as the case may be, and included for payment.

(2) Plan Quantity. For structure elements designated in Table 4, and when measured by the cubic 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.

When the quantity for a complete structure element has been erroneously included or omitted from the plans, the quantity shown on the plans for that element will be added to or deducted from the plan quantity and included for payment. A complete structure element will be the smallest portion of a total structure for which a quantity is included on the plans.

When the plan quantity for a complete structure element is in error by five (5) percent or more, a recalculation will be made and the corrected quantity included for payment.

(3) Measured in Place. For those Items not measured for plan quantity payment, measurement will be made in place.

Table 4
PLAN QUANTITY PAYMENT
(Cubic Yard Measurement Only)

Culverts and Wingwalls	Slabs on Steel Spans
Headwalls for pipe	Slabs on Pre-stressed Spans
Retaining Walls	Pan Girder Spans
Inlets and Manholes	Pile Bent Caps
Slab Spans	Shear Key Concrete
Slab and Girder Spans	Abutments

Note: Other structure elements may be paid for as "plan quantity", including pier and bent concrete, when shown on the plans.

For those portions of structures not listed in Table 4, the concrete quantities, measured as provided in Subarticle 420.24.(1) will be paid for at the unit price bid per "Cubic Yard", per "Each", per "Square Foot", per "Square Yard", or per "Linear Foot", in place, for the various classifications of concrete shown.

420.25. 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 various structure elements specified of the various classes of concrete. This price shall be full compensation for furnishing, hauling and mixing all concrete materials; for furnishing, bending, fabricating, splicing, welding and placing the required reinforcement; for all clips, blocks, metal spacers, ties, wire or other materials used for fastening reinforcement in place; for placing, finishing and curing all concrete; for all grouting and pointing; for furnishing and placing drains; for furnishing and placing metal flashing strips; for furnishing and placing expansion-joint material required by this Item; and for all forms and falsework, labor, tools, equipment and incidentals necessary to complete the work.

Concrete which fails to meet minimum strength requirements may be rejected or a structural review may be made by the Engineer. Such concrete which is proven structurally adequate may be accepted at an adjusted price based on the following formula:

$A = .10Bp + .75(Sa/Ss)^2 Bp$
A = Amount to be paid per unit of measure
Sa = Actual strength from beams or cores.
Ss = Minimum required strength (specified)
Bp = Unit bid price

*** * * END OF SECTION * * ***

SECTION ITEM 421

PORTLAND CEMENT CONCRETE

421.1. Description. This Item shall govern for portland cement concrete to be used in concrete pavement, concrete structures and other concrete construction.

421.2. Materials. The concrete shall be composed of portland cement, (with or without) fly ash, fine and coarse aggregates and water.

(1) Cement. Portland cement shall conform to Item 524, "Hydraulic Cement".

Unless otherwise shown on the plans or in the specifications, the cement shall be either Type I, IP, II or III portland cement except as follows:

a. Type III cement shall not be used when the anticipated air temperature for the succeeding 12 hours will exceed 60 F.

b. Type III cement may be used, regardless of air temperature, in all precast concrete.

All cement used in a monolithic placement shall be of the same type.

Type I/II cement may be considered as either Type I or Type II cement except as otherwise noted.

Type IP cement may be used in lieu of Type I or Type II cement except when otherwise required by the plans or specifications. When Type IP cement is used, additional fly ash will not be permitted.

(2) Fly Ash. Fly ash shall conform to the requirements of Departmental Materials Specification D-9-8900. Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th Street, Austin, Texas 78701-2483.

When fly ash is used, "cement" shall be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of Type I, II or III portland cement and 20 to 35 percent fly ash by absolute volume, except that for classes of concrete which are specified to have less than five (5) sacks of portland cement per cubic yard, the fly ash replacement of cement shall not exceed 25 percent by absolute volume of the specified cement content. The Contractor has the option of using "cement plus fly ash" as defined herein for all classes of concrete except that Type B fly ash shall not be used when Type II cement is required, and no fly ash is permitted when a white portland cement is required.

(3) Mixing Water. Water for use in concrete and for curing shall be free from oils, acids, organic matter or other deleterious substances and shall not contain more than 1000 parts

per million of chlorides as Cl nor more than 1000 parts per million of sulfates as SO_4.

Water from municipal supplies approved by the State Health Department will not require testing, but water from other sources will be sampled and tested before use in concrete. Tests shall be made in accordance with AASHTO T26. A sample of approximately one (1) gallon shall be submitted to the Texas Department of Transportation, Division of Materials and Tests, 3800 Jackson Ave., Bldg. No. 5, Austin, Texas 78731-6033.

Water used in white portland cement concrete shall be free from iron and other impurities which may cause staining or discoloration.

(4) Coarse Aggregate. Coarse aggregate shall be washed and shall consist of durable particles of gravel, crushed blast furnace slag, crushed stone, or combinations thereof and shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter, or other objectionable material either free or as an adherent coating. When white portland cement is specified, the coarse aggregates used in the concrete shall be light colored. Quality shall be reasonably uniform throughout. Coarse aggregate shall not contain more than 0.25 percent by weight of clay lumps, nor more than one (1.0) percent by weight of shale, nor more than five (5.0) percent by weight of laminated and/or friable particles when tested in accordance with Test Method Tex-413-A. Coarse aggregate from each source shall have a wear of not more than 40 percent when tested in accordance with Test Method Tex-410-A.

Unless otherwise shown on the plans, coarse aggregate from each source will be subjected to five (5) cycles of both the sodium sulfate and the magnesium sulfate soundness test in accordance with Test Method Tex-411-A. When the loss is greater than 12 percent with sodium sulfate and/or 18 percent with magnesium sulfate, further testing will be required prior to acceptance or rejection of the material. A satisfactory record under similar conditions of service and exposure will be considered in the evaluation of material failing to meet these requirements.

When tested in accordance with Test Method Tex-401-A, the coarse aggregate, including combinations of aggregates when used, shall conform to the gradation requirements shown in Table 1, except as provided in Subarticle 427.8.(3) for exposed aggregate finishes.

TABLE 1

COARSE AGGREGATE GRADATION CHART

Aggregate Grade No.	Nominal Size Inches	Percent Retained on Each Sieve								
		2-1/2 in.	2 in.	1-1/2 in.	1 in.	3/4 in.	1/2 in.	3/8 in.	No. 4	No. 8
1	2	0	0-20	15-50		60-80			95-100	
2 (467)*	1-1/2		0	0-5		30-65		70-90	95-100	
3	1-1/2		0	0-5		10-40	40-75		95-100	
4 (57)*	1			0	0-5		40-75		90-100	95-100
5 (67)*	3/4				0	0-10		45-80	90-100	95-100
6 (7)*	1/2					0	0-10	30-60	85-100	95-100
7	3/8						0	5-30	75-100	
8	3/8						0	0-5	35-80	90-100

*Numbers in parenthesis indicate that these gradations conform to corresponding ASTM gradation in ASTM C33.

The loss by decantation in accordance with Test Method Tex-406-A plus the allowable weight of clay lumps, shall not exceed one (1) percent, or the value shown on the plans, whichever is smaller. In the case of aggregates made primarily from the crushing of stone, if the material finer than the 200 sieve is definitely established to be the dust of fracture, essentially free from clay or shale, as established by Part III of Test Method Tex-406-A, the percent may be increased to 1.5.

(5) Fine Aggregate. Fine aggregate shall be washed and consist of clean, hard, durable and uncoated particles of natural or manufactured sand or a combination thereof, with or without a mineral filler. When white portland cement is specified the fine aggregate used in the concrete shall be light colored. It shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter or other objectionable material and it shall not contain more than 0.5 percent by weight of clay lumps. When the aggregate is subjected to the color test for organic impurities in accordance with Test Method Tex-408-A, the test result shall not show a color darker than standard.

Unless otherwise shown on the plans, the acid insoluble residue of fine aggregate used in concrete subject to direct traffic shall be not less than 60 percent by weight when tested in accordance with Test Method Tex-612-J.

When tested in accordance with Test Method Tex-401-A, the fine aggregate or combinations of aggregates, including mineral filler, shall conform to the gradation requirements shown in Table 2.

Table 2

FINE AGGREGATE GRADATION CHART

	Percent Retained on Each Sieve							
Aggregate Grade No.	3/8 in.	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
1	0	0 to 5	0 to 20	15 to 50	35 to 75	65 to 90	90 to 100	97 to 100

Where manufactured sand is used in lieu of natural sand, the percent retained on the No. 200 sieve shall be 94 to 100.

Where the sand equivalent value is greater than 85, the retainage on the No. 50 sieve may be 65 to 94 percent.

Fine aggregate will be subjected to the Sand Equivalent Test (Test Method Tex-203-F). The sand equivalent shall not be less than 80 unless otherwise shown on the plans.

For all classes of concrete, except class K, the fineness modulus shall be between 2.30 and 3.10 as determined by Test Method Tex-402-A. The fineness modulus for class K shall be 2.6 to 2.8 unless otherwise shown on the plans.

(6) Mineral Filler. Mineral filler shall consist of stone dust, clean crushed sand, or other approved inert material. When tested in accordance with Test Method Tex-401-A, it shall conform to the following gradation:

Retained on No. 30 Sieve 0 percent

Retained on No. 200 Sieve 0-35 percent

(7) Admixtures. Admixtures and their use shall conform to the requirements of Item 437, "Concrete Admixtures". Calcium chloride will not be permitted.

(8) Mortar and Grout. Unless otherwise specified or approved by the Engineer, mortar and grout shall consist of one (1) part portland cement, two (2) parts finely graded sand and sufficient water to provide the desired consistency. Mortar may contain admixtures.

Post tensioning grout shall be in accordance with Item 426, "Prestressing".

Mortar shall have a consistency such that the mortar can be easily handled and spread by trowel.

Grout shall have a consistency such that the grout will flow into and completely fill all voids.

When required to prevent color difference, white cement shall be added to produce the color required. When shown on the plans or in the specifications, or when required by the Engineer, latex adhesive conforming to the requirements of Departmental Material Specification D-9-8110 shall be added to the mortar.

421.3. Storage of Materials.

(1) Cement, Fly Ash and Mineral Filler. All cement, fly ash and mineral filler shall be stored in well ventilated weatherproof buildings or approved bins, which will protect them from dampness or absorption of moisture. Each shipment of packaged cement shall be kept separated to provide easy access for identification and inspection.

The Engineer may permit small quantities of sacked cement to be stored in the open on a raised platform and under waterproof covering for a maximum of 48 hours.

(2) Aggregates. The method of handling and storing concrete aggregates shall prevent contamination with foreign materials. If the aggregates are stored on the ground, the sites for the stockpiles shall be clear of all vegetation and shall be level. The bottom six (6) inch layer of aggregate shall not be disturbed or used without re-cleaning.

When conditions require the use of two (2) or more sizes of aggregates, the aggregates shall be separated to prevent intermixing. Where space is limited, stockpiles shall be separated by physical barriers. Aggregates from different sources shall be stored in different stockpiles unless the aggregates are pre-blended as approved by the Engineer prior to stockpiling.

Methods of handling aggregates during stockpiling and their subsequent use shall be such that segregation will be minimized. The Engineer may require that stockpiles be remixed when segregation is apparent.

Unless otherwise authorized by the Engineer, all aggregate shall be stockpiled at least 24 hours to reduce the free moisture content. In order to control absorption, stockpiles shall be sprinkled when directed by the Engineer.

To assure uniform concrete, aggregate stockpiles shall be maintained at reasonably uniform moisture content.

(3) Admixtures. Admixtures shall be stored in accordance with Item 437, "Concrete Admixtures".

421.4. Measurement of Materials. Except as noted below, the measurement of materials used in batches of concrete shall be by weight.

Water may be measured by volume or by weight.

Cement and fly ash shall be weighed separately from other materials. Weighing of sacked cement will not be required. When sacked cement is used, the quantity of cement per batch shall be based upon using full bags of cement. Batches involving use of fractional bags will not be permitted except for small hand mixed batches of approximately five (5) cubic feet or less and when an approved method of volumetric measurement is used.

Where two (2) or more sizes or types of aggregates are used, each type and/or size shall be measured separately.

When determining aggregate batch weights, proper allowance shall be made for the water content in the aggregate (free water and/or absorption).

Admixtures shall be measured and dispensed in accordance with Item 437, "Concrete Admixtures".

Measuring materials by volumetric methods may be used where permitted by the specifications. When a mixer using volumetric batching of materials is used, an accurate method of measuring by volume shall be provided. Continuous volumetric mixers shall be calibrated to assure correct measurement of materials.

The amount of each ingredient in the batch shall be measured to within plus or minus one (1) percent of the required amount except that water shall be measured to within plus or minus one (1) gallon and admixture tolerances shall be in accordance with Item 437, "Concrete Admixtures".

421.5. Equipment.

(1) Weighing and Measuring Equipment. Weighing and measuring equipment shall conform to Item 520, "Weighing and Measuring Equipment".

(2) Mixing Equipment.

(a) General. All equipment, tools, and machinery used for hauling materials and performing any part of the work shall be maintained in such condition as to insure completion of the work under way without excessive delays for repairs or replacement.

The mixer shall be of an approved type and size that will produce uniform distribution of the material throughout the mass and shall be capable of producing concrete meeting the requirements of these specifications.

The mixing equipment shall be capable of producing the quantities of concrete necessary to comply with requirements shown on the plans or in these specifications.

For all mixers, an adequate water supply and an accurate method of measuring the water shall be provided.

Delivery of concrete to the worksite and the discharge from the hauling equipment,

agitating, or non-agitating, shall be in accordance with the requirements shown on the plans or in the governing specifications.

Specific requirements for batch plants, mixers and other equipment shall be in accordance with Item 522, "Portland Cement Concrete Plants", Item 360, "Concrete Pavement", or other specifications, except that continuous volumetric mixers shall conform to Subarticle 421.5(2)(b) of this Item.

(b) Continuous Volumetric Mixers. For all miscellaneous concrete placements, a mobile, continuous, volumetric mixer may be used.

When approved in writing by the Engineer or when specified for use in other Items, these mixers may be used for other types of concrete construction, including structural concrete, if the number of mixers furnished will supply the amount of concrete required for the particular operation in question.

These mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.

(c) Portland Cement Concrete Plants. The use of ready-mixed concrete from a commercial source will be permitted for all structural concrete provided that the plant, truck mixers, and mixing equipment conform to the requirements of Item 522, "Portland Cement Concrete Plants". The use of ready-mix plants and ready-mix concrete for concrete pavement shall be in accordance with Item 360, "Concrete Pavement". The class of plant furnished shall conform to the requirements of Item 522, "Portland Cement Concrete Plants".

421.6. Mixing.

(1) General. Mixed concrete which does not conform to specification requirements shall not be placed. Mixing shall be in accordance with Item 522, "Portland Cement Concrete Plants", except that mixing with continuous volumetric mixers will be in accordance with Subarticle 421.6.(2) and except as set out in Subarticle 421.6.(3).

(2) Continuous Volumetric Mixers. Mixing shall be in accordance with mixer manufacturer's recommendations unless otherwise revised by the Engineer.

(3) Mixing of concrete by hand methods or by the use of a small motor driven mixer will be permitted for small placements of approximately two (2) cubic yards or less when authorized by the Engineer. Hand mixed batches shall not exceed a two (2) sack batch in volume. For such placements the mix may be proportioned by approved volumetric methods.

421.7. Placing, Curing and Finishing. The placing of concrete, including construction of forms and falsework, curing and finishing, shall be in accordance with Item 420, "Concrete Structures", Item 360, "Concrete Pavement", and Item 427, "Surface Finishes for Concrete".

421.8. Classification and Mix Design. The Contractor shall furnish the mix design, using a coarse aggregate factor acceptable to the Engineer, for the class(es) of concrete specified, to conform with the requirements contained herein and in accordance with Construction Bulletin C-11. The Contractor shall perform, at his entire expense, the work required to substantiate the design, except that casting and testing of strength specimens will be done by the Department. Complete concrete design data shall be submitted to the Engineer for approval.

The Contractor shall determine and measure the batch quantity of each ingredient, including all water, not only for batch designs but for all concrete produced for the project. The mixes shall conform to these specifications and other requirements shown on the plans.

For continuous volumetric mixers the materials delivered during a revolution of the driving mechanism, or in a selected time interval, will be considered a batch and the proportion of each ingredient will be calculated in the same manner as for a batch type plant.

The Contractor may accept a design from the Department; however, this acceptance will not relieve the Contractor of the responsibility of providing concrete meeting the requirements of these specifications.

Mix designs from previous or concurrent jobs may be used without trial batches if it is shown that no substantial change in any of the proposed ingredients has been made.

No charge will be made for existing designs furnished by the Engineer. The cost to the Department of preparing a new mix design will be charged to the Contractor and deducted from the payment for the work.

Trial batches shall be made and tested using all the proposed ingredients prior to the placing of concrete, and when the aggregate, and/or type, brand or source of cement, or admixture is changed. When the brand and/or source of cement only is changed, the Engineer may waive trial batch only if a prior record of satisfactory performance of the cement with the other ingredients has been established.

Trial batches generally shall be made in a mixer of adequate capacity to evaluate the design. The trial batches shall be made in a mixer representative of the mixers to be used. Batch size shall not be less than 50 percent of its rated mixing capacity.

Concrete for pneumatically placed concrete shall be in accordance with Item 431, "Pneumatically Placed Concrete".

The coarse aggregate factor shall be selected in accordance with Construction Bulletin C-11 based on grade of the coarse aggregate and the fineness modulus of the sand.

The Contractor shall have the option of using chemical admixtures with all classes of concrete in accordance with Item 437, "Concrete Admixtures", except where the use of specific admixtures is required or prohibited in this or other items.

When a retarding admixture is required for hot weather concreting, the amount to be used will be as required in Item 437, "Concrete Admixtures", subject to change by the Engineer when required. When used for extended retardation, the amount to be used will be established by several trial batches with varying retarder content and simulating the placing conditions to be encountered and tested in accordance with Tex-440-A.

When entrained air is required, the concrete shall be designed to entrain five (5) percent air when Grade 1 or 2 coarse aggregate is used, six (6) percent when Grade 3 or 4 coarse aggregate is used, and seven (7) percent for Grades 5, 6 or 7 unless otherwise specified by the Engineer. Concrete as placed shall contain the proper amount of entrained air as required herein with a tolerance of plus or minus 1-1/2 percentage points. Acceptance of concrete with occasional variations between 1-1/2 and three (3) percentage points over the specified amount will be based on strength tests as required by the Engineer. Such concrete which fails to meet strength requirements may be accepted on the basis of structural reviews subject to the provisions of Article 420.25. When the quantity of entrained air is found to be more than three (3) percentage points over or two (2) percentage points under those values given herein, the concrete will be rejected.

Entrained air will be required for bridge slabs, top slabs of direct traffic culverts, concrete pavement, dense and regular concrete overlays, piers, bents, precast piling (nonprestressed), drilled shafts placed in water, bridge railing, concrete traffic barrier and for other items of work as may be specified, on the plans or in other specifications. Unless otherwise specified, entrained air will not be required when Class "H" concrete is used for precast traffic barrier or precast bridge repair.

Table 3
SLUMP REQUIREMENTS

Concrete Designation	Desired Slump Inches	Max Slump Inches
A. Structural Concrete		
(1) All drilled shafts	6	7
(2) Thin-Walled Section (9" or less)	4	5
(3) Slabs, Concrete Overlay, Caps, Column piers, Wall sections over 9", etc.	3	4
(4) Prestressed Concrete Members		
(5) Concrete traffic Barrier (cast-in-place or precast), Concrete Bridge Railing	4	5
	4	5

(6) Dense concrete overlay	3/4	1
(7) Concrete placed underwater	6	7
(8) Concrete with High Range Water Reducer		8
B. Concrete Pavement	———	
C. Riprap, curb, gutter, slip-formed and extruded concrete	1-1/2	3 max 1 min
	As Approved by the Engineer	

Note: No concrete will be permitted with a slump in excess of the maximums shown.

When high range water reducing admixtures are used, the slump shall not exceed eight (8) inches.

421.9. Quality of Concrete. The concrete shall be uniform, workable and of a consistency acceptable to the Engineer. The cement content, maximum allowable water/cement ratio, the desired and maximum slump, the proper amount of entrained air and the strength requirement for all classes of concrete shall conform to the requirements of these specifications. It shall be the responsibility of the Contractor to provide concrete meeting these requirements.

During the progress of the work, the Engineer will cast test cylinders and/or beams, perform slump and entrained air tests and will make temperature checks, as required, to insure compliance with the specifications.

Unless otherwise shown on the plans the Contractor shall furnish and properly maintain all test molds. The test molds shall meet the requirements of Test Methods Tex-418-A and Tex-448-A and, in the opinion of the Engineer, must be satisfactory for use at the time of use. In addition, the Contractor shall be responsible for furnishing personnel to remove the test specimens from the molds and transport them to the proper curing location at the schedule designated by the Engineer and in accordance with the governing specification. For all concrete items the Contractor shall have a wheelbarrow, or other container acceptable to the Engineer, available to use in the sampling of the concrete. The Contractor is responsible for disposing of used, broken test specimens.

All labor and equipment furnished by the Contractor will be considered subsidiary to the various bid items and will not be paid for directly.

A strength test is defined as the average of the breaking strength of two (2) cylinders or two (2) beams as the case may be. Each specimen will be tested in accordance with Test Methods Tex-418-A or Tex-448-A.

Slump tests will be performed in accordance with Test Method Tex-415-A. Entrained air tests will be performed in accordance with Test Method Tex-416-A.

If the required strength or consistency of the class of concrete being produced cannot be secured with the minimum cement specified or without exceeding the maximum water/cement ratio, the Contractor will be required to furnish different aggregates, use a water reducing agent, an air entraining agent or increase the cement content in order to provide concrete meeting these specifications.

All test specimens, beams or cylinders, representing tests for removal of forms and/or falsework shall be cured using the same methods and under the same conditions as the concrete represented.

"Design Strength" beams and cylinders shall be cast and cured in accordance with Test Method Tex-447-A.

The Contractor shall provide, operate and maintain curing facilities as described in Test Method Tex-447-A, for the purpose of curing test specimens.

When the specified concrete strength is by 28 day compressive strength tests, job control testing will be by seven day compressive strength tests. The minimum strength requirement for seven (7) day tests will be 70 percent of the specified minimum 28 day compressive strength. If the required seven (7) day strength is not obtained with the quantity of cement specified in Table 4, changes in the batch design will be made as specified in this article. For an occasional failure of the seven day compressive test, the concrete may be tested at 28 days for final evaluation.

Strength test requirements for Type II cement will govern when Type I/II cement is used.

Table 4

CLASSES OF CONCRETE

Class of Conc.	Cement per C.Y. Min. (sacks)	Min. Comp. Sgth (f'c) 28 Day psi	Min.Flex. Sgth. 7 day psi	Max. Water Cement Ratio Gal/sk	Coarse Aggr. Grade No.	General Usage (information only)
A	5.0	3000	425 390 (c)	6.5	1-2-3-4-8 (a) (d)	Drilled Shafts; Culverts, except Top Slab of Direct Traffic Culverts; Inlets; Manholes, Headwalls; Appr. Slabs; Curb; Gutter; Curb & Gutter, Conc. Retards; Sidewalks; Driveways; Conc. Pavement; Back-up Walls; Anchors
B	4.0	2000	280	8.0	2-3-4-5-6-7	Riprap, Small Roadside Signs and Anchors
C	6.0	3600	510 470 (c)	6.0	1-2-3-4-5 (d)	Drilled Shafts; Bridge Substructure; Bridge Railing; Culverts, except Top Slab of Direct Traffic Culverts; Wing Walls; Approach Slab; Concrete Traffic Barrier (cast-in-place)

Class of Conc.	Cement per C.Y. Min. (sacks)	Min. Comp. Sgth (f'c) 28 Day psi	Min.Flex. Sgth. 7 day psi	Max. Water Cement Ratio Gal/sk	Coarse Aggr. Grade No.	General Usage (information only)
D	3.0	1500	215	11.0	2-3-4-5-6-7	Riprap
E	6.0	3000	425	6.0	2-3-4-5	Seal Concrete
F	6.0 (8.0 Max)	As specified on plans	$\frac{.85\ f'c}{6}$	5.5	2-3-4-5	Railroad structures; occasionally for Bridge Piers, Columns or Bents
H	6.0	As specified on plans	N.A.	5.5	3-4-5-6	Prestressed Concrete Beams, Boxes, Piling and Concrete Traffic Barrier (Precast)
S	6.5	4000	570 525(c)	5.0	2-3- 4-5	Bridge Slab; Top Slab of Direct Traffic Culvert; Bridge Substructure
P	5.0	N.A.	555(b)	6.25	2-3	Concrete Pavement
DC	8.75	5500	720	3.6	6	Dense Concrete Overlay
CO	7.0	4600	640	4.5	6	Concrete Overlay
SS	7.0	3600	510	5.5	3-4-5	Slurry Displacement Shafts, Underwater Drilled Shafts
K	Requirements as specified on the plans or in other Items.					

(a) Grade 8 aggregate for use in extruded curbs, unless a larger size is approved by the Engineer.

(b) Minimum running average for concrete pavement (in accordance with construction Bulletin C-II).

(c) When Type II or Type I/II cement is used.

(d) Unless otherwise permitted by the Engineer, Grade I coarse aggregate may be used only in massive foundations with four (4) inch minimum clear spacing between reinforcing steel bars. Grade I aggregate may not be used in drilled shafts.

421.10. Measurement and Payment. The work performed, materials furnished and all labor, tools, equipment and incidentals necessary to complete the work under this Item will not be measured or paid for directly, but will be considered subsidiary to the various bid items of the contract.

*** * * END OF SECTION * * ***

satisfaction of the Engineer.

If, at any stage of placement, the forms show signs of bulging or sagging, the portion of the concrete causing such condition shall be removed immediately, if necessary, and the forms shall be reset and securely braced against further movement.

(2) Timber Forms. Lumber for forms shall be properly seasoned, of good quality, and free from imperfections which would affect its strength or impair the finished surface of the concrete.

Forms or form lumber to be reused shall be maintained clean and in good condition. Any lumber which is split, warped, bulged, marred or has defects that will produce inferior work shall not be used and shall be promptly removed from the work.

Form lining will be required for all formed surfaces, except for the inside of culvert barrels, inlets, manholes and box girders; the bottom of bridge decks between beams or girders; surfaces that are subsequently covered by backfill material or are completely enclosed; and, any surface formed by a single finished board. Lining will not be required when plywood forms are used.

Form lining shall be of an approved type such as masonite or plywood. Thin membrane sheeting such as polyethylene sheets shall not be used for form lining.

Commercial form liners used to imprint a pattern or texture on the surface of the concrete shall be as shown on the plans and/or as approved by the Engineer.

Forms may be constructed of plywood not less than 1/2 inch in thickness. The grain of the face plies on plywood forms shall be placed parallel to the span between the supporting studs or joists.

Plywood used for forming surfaces which remain exposed shall be equal to that specified as B-B Plyform Class I or Class II Exterior of the U.S. Department of Commerce, National Institute of Standards and Technology, U.S. Product Standard, latest edition.

Studs and joists shall be spaced so that the facing form material remains in true alignment under the imposed loads.

Wales shall be spaced close enough to hold forms securely to the designated lines and scabbed at least four (4) feet on each side of joints to provide continuity. A row of wales shall be placed near the bottom of each placement.

Facing material shall be placed with parallel and square joints and securely fastened to supporting studs.

Forms for surfaces receiving only an ordinary finish and exposed to view shall be placed with the form panels symmetrical, i.e., long dimensions set in the same direction. Horizontal joints shall be continuous.

Molding for chamfer strips or other uses shall be made of materials of a grade that will not split

when nailed and which can be maintained to a true line without warping. Wood molding shall be mill cut and dressed on all faces. Unless otherwise provided herein or shown on the plans, forms shall be filleted at all sharp corners and edges with triangular chamfer strips measuring 3/4 inch on the sides.

Except at structures where railing is to be attached, culvert headwall heights shall be adjusted as necessary to provide a maximum projection of three (3) inches above the roadway slope unless otherwise directed by the Engineer. At the entrance of all box culverts, a three (3) inch chamfer shall be provided along the bottom edge of the top slab. Reinforcing steel shall be adjusted as necessary to provide a minimum 1 1/4 inch clear cover. No changes will be made in quantities and no additional compensation will be allowed for this work.

All forms shall be constructed to permit their removal without marring or damaging the concrete. The forms may be given a slight draft to permit ease of removal.

Metal form ties of an approved type or a satisfactory substitute shall be used to hold forms in place and shall be of a type that permits ease of removal of the metal as hereinafter specified.

All metal appliances used inside of forms for alignment purposes shall be removed to a depth of at least 1/2 inch from the concrete surface. The appliances shall be made so the metal may be removed without undue chipping or spalling of the concrete, and when removed, shall leave a smooth opening in the concrete surface. Burning off of rods, bolts or ties will not be permitted.

Any wire ties used shall be cut back at least 1/2 inch from the face of the concrete.

Devices holding metal ties in place shall be capable of developing the strength of the tie and adjustable to allow for proper alignment.

Metal and wooden spreaders which are separate from the forms shall be removed entirely as the concrete is being placed.

Adequate clean-out openings shall be provided for narrow walls and other locations where access to the bottom of the forms is not readily attainable.

The facing of all forms shall be treated with bond breaking coating of such composition that would not discolor or otherwise injuriously affect the concrete surface. Care shall be exercised to prevent coating of the reinforcing steel.

(3) Metal Forms. The foregoing requirements for timber forms regarding design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, reuse and wetting shall also apply to metal forms, except that these will not require lining, unless specifically noted on the plans.

The thickness of form metal shall be as required to maintain the true shape without warping or bulging. All bolt and rivet heads on the facing sides shall be countersunk. Clamps, pins or other connecting devices shall be designed to hold the forms rigidly together and to allow removal without injury to the concrete. Metal forms which do not present a smooth surface or which line up

improperly shall not be used. Metal shall be kept free from rust, grease or other foreign materials.

(4) Form Supports for Overhang Slabs. Form supports which transmit a horizontal force to a steel girder or beam, or to a pre-stressed concrete beam will be permitted, providing a satisfactory structural analysis has been made of the effect on the girder or beam and approval is granted by the Engineer.

When overhang brackets are used on pre-stressed concrete beam spans with slab overhangs not exceeding three (3) feet six (6) inches, bracing requirements shall conform to the details shown on the plans.

For spans in which the overhang exceeds three (3) feet six (6) inches, additional support will be required for the outside beams regardless of the type beam used. Details of the proposed support system shall be submitted by the Contractor for approval.

Holes in steel members for support of overhang brackets may be punched or drilled full size or may be torch cut to 1/4 inch under size and reamed full size. In no case shall the holes be burned full size. The hole shall be left open unless otherwise shown on the plans. The holes shall never be filled by welding.

420.10. Placing Reinforcement. Reinforcement shall be placed as provided in Item 440, "Reinforcing Steel". Reinforcing steel supports shall not be welded to I-beams or girders or to reinforcing steel except where shown on the plans to be permissible.

Post tensioning ducts shall be placed in accordance with the approved pre-stressing details, and in accordance with Item 426, "Pre-stressing". The Contractor shall maintain all ducts free of obstructions until all post tensioning operations are complete.

420.11. Placing Concrete-General. The Contractor shall give the Engineer sufficient advance notice before placing concrete in any unit of the structure to permit the inspection of forms, reinforcing steel placement and other preparations.

The sequence of placing concrete shall be as shown on the plans or as required herein.

Concrete placement will not be permitted when impending weather conditions would impair the quality of the finished work. If conditions of wind, humidity, and temperature are such that concrete cannot be placed without cracking, concrete placement shall be done in the early morning or at night. When concrete mixing, placing, and finishing is done in other than daylight hours, provisions shall be made to adequately light the entire placement site. The Engineer will approve the adequacy of such lighting before operations are begun.

Where work has been started and changes in weather conditions require protective measures, the Contractor shall furnish adequate shelter to protect the concrete against damage from rainfall, or from freezing temperatures as outlined in Article 420.12. If necessary to continue operations during rainfall, the Contractor shall also provide protective coverings for the material stockpiles. Aggregate stockpiles need to be covered only to the extent necessary to control the moisture

conditions in the aggregates.

After concrete has achieved initial set, at least one (1) curing day shall elapse before placing strain on projecting reinforcement in order to prevent damage to the concrete.

(1) Placing Temperature. The temperature of all concrete at the time of placement shall be not less than 50 F.

The temperature of cast-in-place concrete in bridge slabs and top slabs of direct traffic structures shall not exceed 85 F when placed. Concrete diaframs, parapets, concrete portions of railing, curbs, and sidewalks, unless monolithically placed with the slab, will not be subject to the above maximum. Other portions of structures, when shown on the plans, shall require the temperature control specified.

For mass concrete placements, as defined in Subarticle 420.11 (10), the concrete temperature at the time of placement shall not exceed 75 F.

(2) Transporting Time. The maximum time interval between the addition of cement to the batch and the placing of concrete in the forms shall conform to the requirements in Table 1.

Table 1
Temperature-Time Requirements

Concrete Temp (at point of placement)	Max Time (No Retarding Agent) Minutes	Max Time(1) (With Retarding Agent) Minutes
	Non-Agitated Concrete	
Above 80 F		30
80 F and Below	15	45
	30	
	Agitated Concrete	
Above 90 F		75
Above 75 F thru		90
90 F	45	120
75 F and Below	60	
	90	

(1) Normal dosage of retarder

(3) Transporting Equipment. The method and equipment used to transport concrete to the forms shall be capable of maintaining the rate of placement shown on the plans or required by the Engineer. Concrete may be transported by buckets, chutes, buggies, belt conveyors, pumps or

other methods.

When belt conveyors or pumps are used, sampling for testing should be done at the discharge end. When in the opinion of the Engineer, it is deemed impractical to sample at the discharge end, sampling may be done at the mixer provided that correlation testing is performed and documented to ensure specification requirements are met at the discharge end.

Concrete transported by conveyors shall be protected from sun and wind, if necessary, to prevent loss of slump and workability. Pipes through which concrete is pumped shall be shaded and/or wrapped with wet burlap, if necessary, to prevent loss of slump and workability. Concrete shall not be transported through aluminum pipes, tubes, or other aluminum equipment.

Pump lines shall conform to the following:

For Grade 2 coarse aggregate and smaller, the minimum size pump line shall be five (5) inches ID.

For Grade 1 coarse aggregate, the minimum size pump line shall be eight (8) inches ID.

Chutes, troughs, conveyors or pipes shall be arranged and used so that the concrete ingredients will not be separated. When necessary to prevent segregation, such equipment shall terminate in vertical down-spouts. Open troughs and chutes shall extend, if necessary, down inside the forms or through holes left in the forms.

All transporting equipment shall be kept clean and free from hardened concrete coatings. Water used for cleaning shall be discharged clear of the concrete.

(4) Forms. Openings in forms shall be provided, if needed, for the removal of laitance or foreign matter.

All forms, pre-stressed concrete panels, T-beams, and concrete box beams on which concrete is to be placed shall be wetted thoroughly prior to placing concrete thereon. Any remaining puddles of excess water shall be removed. The top of such members shall be in a moist surface dry condition when concrete is placed on them.

(5) Handling, Placing, and Consolidation. The method of handling, placing, and consolidation of concrete shall minimize segregation of the concrete and displacement of the reinforcement. A uniform dense compact mass shall be produced.

> **(a) Handling and Placing.** Concrete shall not have a free fall of more than five (5) feet, except in the case of thin walls such as in culverts or as specified in other items. Any hardened concrete splatter ahead of the plastic concrete shall be removed.
>
> Each part of the forms shall be filled by depositing concrete as near its final position as possible. Depositing large quantities at one point and running or working the concrete along the forms will not be allowed.

Concrete shall be deposited in the forms in layers of suitable depth but not more than 36 inches in thickness, unless otherwise directed by the Engineer.

Cold joints in a monolithic placement shall be avoided. The sequence of successive layers or adjacent portions of concrete shall be such that they can be vibrated into a homogeneous mass with the previously placed concrete. Not more than one (1) hour shall elapse between adjacent or successive placements of concrete, except as otherwise required by an approved placing procedure when revibration of the concrete is shown on the plans or specifications. This time requirement may be extended by 1/2 hour when the concrete contains not less than a normal dosage of retarding admixture.

An approved retarding agent shall be used to control stress cracks and/or cold joints in placements where differential settlement and/or setting time may induce stress cracking.

(b) Consolidation. All concrete shall be well consolidated and the mortar flushed to the form surfaces with immersion type vibrators. Vibrators which operate by attachment to forms or reinforcement will not be permitted, except on steel forms. At least one (1) stand-by vibrator shall be provided for emergency use in addition to those required for placement.

The concrete shall be vibrated immediately after deposit. A systematic spacing of the points of vibration shall be established to insure complete consolidation and thorough working of the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms. The vibrator may be inserted in a sloping or horizontal position in shallow slabs. The entire depth of each lift shall be vibrated, allowing the vibrator to penetrate several inches into the preceding lift. Concrete along construction joints shall be thoroughly consolidated by operating the vibrator along and close to but not against the joint surface. The vibration shall continue until thorough consolidation and complete embedment of reinforcement and fixtures is produced, but not long enough to cause segregation. Vibration may be supplemented by hand spading or rodding, if necessary, to insure the flushing of mortar to the surface of all forms.

(6) Slabs. Unless otherwise shown on the plans or other specifications, slab concrete shall be mixed in a plant located off the structure. Carting or wheeling concrete batches over completed slabs will not be permitted until the slabs have aged at least four (4) full curing days. For the remainder of the curing period, timber planking will be required for carting of the concrete. Carts shall be equipped with pneumatic tires. Curing operations shall not be interrupted for the purpose of wheeling concrete over finished slabs.

The storing of reinforcing or structural steel on completed roadway slabs generally shall be avoided and, when permitted, shall be limited to quantities and distribution that will not induce excessive stresses.

A longitudinal screed may be placed directly on previously placed concrete slabs for the purpose of checking and grading of an adjacent slab after the previously placed slab has aged not less than 24 hours. Actual screeding may be done after the previously placed slabs have aged at least 48 hours.

(7) Continuous Placements. For continuous placement of the deck on steel units, the initial set of the concrete shall be retarded sufficiently to insure that the concrete remains plastic in not less than three (3) spans immediately preceding the slab being placed. For simple spans, retardation shall be required only if necessary to complete finishing operations or as required by Article 420.13.

(8) Fogging and Interim Curing. From the time of initial strike off of the concrete until finishing is completed and required interim curing is in place, the unformed surfaces of slab concrete in bridge decks and top slabs of direct traffic culverts shall be fogged when necessary to replace water loss due to evaporation.

Fogging equipment shall be capable of applying water in a fine mist, not a spray. The fog shall be produced using equipment which pumps water or water and air under high pressure through a suitable atomizing nozzle. The equipment shall be hand operated and sufficiently portable for use in the direction of any prevailing wind. It shall be adaptable for intermittent use as directed by the Engineer to prevent excessive wetting of the concrete.

Interim curing will be required for slab concrete in bridge decks and top slabs of the direct traffic culverts immediately upon completion of final finish. Type 1-D membrane curing compound (Resin Base Only) will be required. Water curing will be required in accordance with Article 420.20 and shall be commenced as soon as possible without damaging the surface finish.

(9) Installation of Dowels and Anchor Bolts. Dowels and anchor bolts may be cast-in-place or installed by grouting with grout, epoxy or epoxy mortar. Holes for grouting may be formed or drilled.

(a) General. Holes for anchor bolts shall accommodate the bolt embedment required by the plans. Holes for dowels shall be a minimum of 12 inches deep unless otherwise shown on the plans. When grout or epoxy mortar is used, the diameter of the hole shall be not less than twice the dowel or bolt diameter nor more than the diameter plus 1 1/2 inches. When using epoxy, the hole diameter shall be 1/16 inch to 1/4 inch greater than the dowel or bolt diameter.

Holes shall be thoroughly cleaned of all loose material, oil, grease, or other bond breaking substance and blown clean with filtered compressed air. Holes shall be in a surface dry condition when epoxy type material is used. Holes shall be in a surface moist condition when portland cement grout is used. The Contractor shall develop and demonstrate a procedure for cleaning and preparing the holes for installation of the dowels and anchor bolts that is satisfactory to the Engineer. The void between the hole and dowel or bolt shall be completely filled with grouting material.

(b) Cast-in-Place or Grouted Systems. Portland cement grout, epoxy, epoxy mortar, or other prepackaged grouts as approved by the Engineer may be used.

Portland cement grout shall conform to the pertinent provisions of Item 421, "Portland

Cement Concrete". Epoxy (Type V) and Epoxy Mortar (Type VIII) shall conform to Item 575, "Epoxy". Grout, epoxy or epoxy mortar may be used as the binding agent unless otherwise indicated on the plans.

(c) Other Anchor Systems. These systems shall be in accordance with the plans and approved by the Engineer.

(10) Mass Placements. Unless otherwise shown on the plans, for monolithic mass placements having a least dimension greater than five (5) feet, the Contractor shall develop a plan to assure that during the heat dissipation period, the temperature differential between the central core of the placement and the exposed concrete surface does not exceed 35 F.

A detailed plan, along with an analysis of the associated heat generation and dissipation (heat flow analysis) shall be submitted to the Engineer for approval. No concrete shall be placed until this plan is approved.

This plan may include a combination of the following:

1. Selection of concrete ingredients to minimize heat of hydration.
2. Using ice or cooling concrete ingredients.
3. Controlling rate of concrete placement.
4. Using insulation to control heat loss.
5. Using supplemental heat to control heat loss.
6. Use of fly ash.

The Contractor shall furnish and install two (2) sets of strip chart temperature recording devices or approved equivalent at locations designated by the Engineer. These devices shall be accurate to within +/- 2 F within the range of 32 F to 212 F and shall be used to simultaneously measure the temperature of the concrete at the core and the surface.

420.12. Placing Concrete in Cold Weather. The Contractor is responsible for the protection of concrete placed under any and all weather conditions. Permission given by the Engineer for placing during cold weather will not relieve the Contractor of the responsibility for producing concrete equal in quality to that placed under normal conditions. Should concrete placed under such conditions prove unsatisfactory, it shall be removed and replaced.

Concrete may be placed only when the atmospheric temperature is greater than 35 F. Concrete shall not be placed in contact with any material coated with frost or having a temperature less than 32 F.

Aggregates shall be free from ice, frost and frozen lumps. When required, in order to produce the minimum specified concrete temperature, the aggregate and/or the water shall be heated uniformly, in accordance with the following:

The water temperature shall not exceed 180 F, nor shall the aggregate temperature exceed 150 F. The heating apparatus shall heat the mass of aggregate uniformly. The temperature

of the mixture of aggregates and water shall be between 50 F and 85 F before introduction of the cement.

The Contractor shall provide and install recording thermometer(s) or other suitable temperature measuring device(s) to verify that all concrete is effectively protected as follows:

(a) The temperature of all unformed surfaces of bridge decks and top slabs of direct traffic culverts shall be maintained at 50 F or above for a period of 72 hours from time of placement and above 40 F for an additional 72 hours.

(b) The temperature at the surface of all concrete in bents, piers, culvert walls, retaining walls, parapets, wingwalls, bottom of slabs, and other similar formed concrete shall be maintained at 40 F or above for a period of 72 hours from time of placement.

(c) The temperature of all concrete, including the bottom slabs (footings) of culverts placed on or in the ground, shall be maintained above 32 F for a period of 72 hours from time of placement.

Protection shall consist of providing additional covering, insulated forms or other means, and if necessary, supplementing such covering with artificial heating. Curing as specified under Article 420.20 shall be provided during this period until all requirements for curing have been satisfied.

When impending weather conditions indicate the possibility of the need for such temperature protection, all necessary heating and covering material shall be on hand and ready for use before permission is granted to begin placement.

Sufficient extra test specimens will be made and cured with the placement to ascertain the condition of the concrete as placed prior to form removal and acceptance.

420.13. Placing Concrete in Hot Weather. Unless otherwise directed by the Engineer, when the temperature of the air is above 85 F, an approved retarding agent will be required in all concrete used in superstructures and top slabs of direct traffic culverts.

420.14. Placing Concrete in Water. Concrete shall be deposited in water only when shown on the plans or with the written permission of the Engineer. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is being deposited. Pumping of water will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

The concrete shall be placed with a tremie, or other approved method, and shall not be permitted to fall freely through the water nor shall the concrete be disturbed after being placed. The concrete surface shall be kept approximately level during placement.

The tremie shall consist of a water-tight tube of a diameter which will permit adequate placement of the concrete, but not greater than 14 inches. The tremie shall be constructed so that the bottom

can be sealed and opened after the tremie is in place and fully charged with concrete. The tremie shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.

The placing operations shall be continuous until the work is complete.

Unless otherwise specified, all classes of concrete placed under water, except Class E and Class SS, shall be redesigned to contain an additional sack of cement per cubic yard more than the mix design being used. Pilot beam tests may be waived by the Engineer for this redesign.

420.15. Placing Concrete in Superstructure. Unless otherwise shown on the plans, simple span bridge slabs shall be placed without transverse construction joints by using either a mechanical longitudinal screed or a self propelled transverse finishing machine. For small placements or for unusual conditions, the Engineer may waive the mechanical screed requirement and permit the use of manually operated screeding equipment. The screed shall be adequately supported on a header or rail system sufficiently stable to withstand the longitudinal or lateral thrust of the equipment. Unless otherwise shown on the plans, temporary intermediate headers will be permitted for placements exceeding 50 feet in length for the longitudinal screed, provided the rate of placement is rapid enough to prevent a cold joint and that these headers are designed for early removal to permit satisfactory consolidation and finish of the concrete at their locations.

Unless otherwise shown on the plans, slabs on continuous units shall be placed in one continuous operation without transverse construction joints using a mechanical longitudinal screed or a self propelled transverse finishing machine. For unusual conditions, such as widening, variable cross slopes or transitions, the Engineer may waive the mechanical screed requirement and permit the use of manually operated screeding equipment. Rails for transverse finishing machines which are supported from the beams or girders shall be installed so that the supports may be removed without damage to the slab. Bond between removable supports and the concrete shall be prevented in a manner acceptable to the Engineer. Rail support parts which remain embedded in the slab shall not project above the upper mat of reinforcing steel. Rail or screed supports attached to I-beams or girders shall be subject to the requirements of Article 420.3.

Unless otherwise shown on the plans, for transverse screeding, the minimum rate of concrete placement shall be 30 linear feet of bridge deck per hour. The Contractor shall furnish personnel and equipment capable of placing, finishing and curing the slab at an acceptable rate to insure compliance with the specifications.

The profile gradeline may require adjustment, due to variation in beam camber and other factors, to obtain the required cover over the slab reinforcement. Beams shall be set in a sufficient number of spans so that when adjustment is necessary, the profile gradeline can be adjusted over suitable increments and the revised gradeline will produce a smooth riding surface.

One (1) or more passes shall be made with the screed over the bridge deck segment prior to the placement of concrete thereon to insure proper operation and maintenance of grades and clearances.

Slab concrete shall be deposited between the exterior beam and the adjacent beam prior to placing concrete in the overhang portion of the slab.

For transverse screeding, concrete shall be placed in transverse strips. Additionally, on profile grades greater than 1 1/2 percent, placement shall begin at the lowest end.

For longitudinal screeding, concrete shall be placed in longitudinal strips starting at a point in the center of the segment adjacent to one side, except as provided herein, and the strip completed by placing uniformly in both directions toward the ends, except that for spans on a grade of 1 1/2 percent or more placing shall start at the lowest end.

The width of strips shall be such that the concrete therein will remain plastic until the adjacent strip is placed. Where monolithic curb construction is specified, the concrete shall be placed therein in proper sequence to be monolithic with the adjacent longitudinal strips of the slabs.

An approved system of checking shall be used to detect any vertical movement of the forms or falsework. Forms for the bottom surface of concrete slabs, girders and overhangs shall be maintained to the required vertical alignment during concrete placing.

Unless otherwise shown on the plans, girders, slab and curbs of slab and girder spans shall be placed monolithically. Concrete girder stems shall be filled first and the slab concrete placed within the time limits specified in Article 420.11.

Construction joints, when permitted for slab placements on steel and prestressed concrete beams, shall be as shown on the plans. Where plans permit segmental placing without specifying a particular order of placement, any logical placing sequence which will not result in the overstressing of any of the supporting members will be permitted subject to the approval of the Engineer.

Any falsework under steel girder or truss spans shall be released and the spans swung free on their permanent supports before placing any slab concrete thereon.

When the curb forms are filled, the top of curb and sidewalk section shall be brought to the correct camber and alignment and finished as described in Articles 420.18 and 420.23.

420.16. Placing Concrete in Box Culverts. Where the top slab and walls are placed monolithically in culverts more than four (4) feet in clear height, an interval of not less than one (1) nor more than two (2) hours shall elapse before placing the top slab to allow for settlement and shrinkage in the wall concrete.

The footing slab shall be accurately finished at the proper time to provide a smooth uniform surface. Top slabs which carry direct traffic shall be finished as specified in Article 420.19. Top slabs of fill type culverts shall be given a float finish.

420.17. Placing Concrete in Foundation and Substructure. Concrete shall not be placed in footings until the depth and character of the foundation has been inspected by the Engineer and permission has been given to proceed.

Placing of concrete footings upon seal concrete will be permitted after the cofferdams are free from water and the seal concrete cleaned. Any necessary pumping or bailing during the concreting operation shall be done from a suitable sump located outside the forms.

All temporary wales or braces inside cofferdams shall be constructed or adjusted as the work proceeds to prevent unauthorized construction joints.

When footings can be placed in a dry excavation without the use of cofferdams, forms may be omitted, if approved by the Engineer, and the entire excavation filled with concrete to the elevation of the top of footing. In this case, measurement for payment will be based on the footing dimensions shown on the plans.

Concrete in columns shall be placed monolithically between construction joints unless otherwise provided. Columns and caps and/or tie beams supported thereon may be placed in the same operation. To allow for settlement and shrinkage of the column concrete, it shall be placed to the lower level of the cap or tie beam and placement delayed for not less than one (1) hour nor more than two (2) before proceeding.

420.18. Treatment and Finishing of Horizontal Surfaces Except Roadway Slabs. All unformed upper surfaces shall be struck off to grade and finished. The use of mortar topping for surfaces under this classification will not be permitted.

After the concrete has been struck off, the surface shall be floated with a suitable float. Bridge sidewalks shall be given a wood float or broom finish or may be striped with a brush, as specified by the Engineer.

The tops of caps and piers between bearing areas shall be sloped slightly from the center toward the edge, and the tops of abutments and transition bents sloped from the backwall to the edge, as directed by the Engineer, so that the water drains from the surface. The concrete shall be given a smooth trowel finish. When shown on the plans, the top of caps and piers shall be coated with Type X epoxy material except for areas under shoes and bearing pads. Unless otherwise shown on the plans, the color shall be concrete gray. The color of the epoxy may be adjusted to concrete gray by the use of a black universal type tinting paste. Bearing areas for steel units shall be constructed in accordance with Item 441, "Steel Structures".

Bearing seat build-ups or pedestals for concrete units may be cast integrally with the cap or with a construction joint as follows:

The bearing seat build-ups shall be constructed of a latex based mortar or an epoxy mortar, mixed in accordance with the manufacturer's recommendation. Pedestals shall be constructed of Class "C" concrete, reinforced as shown on the plans.

Bearing areas under elastomeric pads or non-reinforced bearing seat build-ups shall be given a textured, wood float finish.

420.19. Finish of Roadway Slabs. In all roadway slab finishing operations, camber for specified vertical curvature and transverse slopes shall be provided.

For concrete slab or concrete slab girder spans cast in place on falsework, an additional amount of camber shall be provided to offset the initial and final deflections of the span. The additional amount of camber shall be determined from the dead load deflection diagram shown on the plans. When dead load deflection is not shown on the plans, the additional amount of camber shall be 1/8 inch per ten foot of span length but not to exceed 1/2 inch. For pan girder spans the additional camber for initial and final deflections shall be approximately 1/2 inch for 30 foot spans and 5/8 inch for 40 foot spans unless otherwise directed by the Engineer.

Roadway slabs supported on pre-stressed concrete, steel beams or girders shall receive no additional camber, except that for slabs without vertical curvature, the longitudinal camber shall be approximately 1/4 inch.

Dead load deflection shall be taken into account in setting the grades of headers and rail systems.

Work bridges or other suitable facilities shall be provided by the Contractor from which to perform all finishing operations and check measurements for slab thickness and reinforcement cover.

As soon as the concrete has been placed and vibrated in a section of sufficient width to permit working, the surface shall be approximately leveled, struck off and screeded, carrying a slight excess of concrete ahead of the screed to insure filling of all low spots. The screed shall be rigid enough to hold true to shape and shall have sufficient adjustments to provide for the required camber or section. A vibrating screed may be used if heavy enough to prevent undue distortion. The screeds, except those of the roller drum type, shall be provided with metal cutting edges.

Longitudinal screeds shall be moved across the concrete with a saw-like motion while their ends rest on headers or templates set true to the roadway grade or on the adjacent finished slab.

The surface of the concrete shall be screeded a sufficient number of times and at such intervals to produce a uniform surface, true to grade and free of voids.

If necessary, the screeded surface shall be worked to a smooth finish with a long handled wood or metal float, or hand floated from bridges over the slab.

When required by the Engineer, the Contractor shall perform sufficient checks with a long handled 10 foot straightedge on the plastic concrete to insure that the final surface will be within the tolerances specified below. The check shall be made with the straightedge parallel to the centerline. Each pass thereof shall lap half of the preceding pass. All high spots shall be removed and all depressions over 1/16 inch in depth shall be filled with fresh concrete and floated. The checking and floating shall be continued until the surface is true to grade and free of depressions, high spots, voids or rough spots.

Rail support holes shall be filled with concrete and finished to match the top of the slab.

Unless otherwise shown on the plans, when no additional wearing course is to be placed, the bridge deck surface shall be given a grooved steel tine finish. The grooves shall be approximately 1/8 to 3/16 inch deep, approximately 1/8 inch wide. The tines shall be randomly spaced approximately 3/4 to one (1) inch apart. The grooves shall run perpendicular to the structure center line when a transverse screed is used and parallel to the structure centerline when a longitudinal screed is used. Areas which receive insufficient texture depth shall receive additional texturing, when directed by the Engineer, by saw grooving in accordance with the procedure given below.

At the option of the Contractor, or when shown on the plans, the surface shall be given its final texture by saw grooving to meet the above requirements. Saw grooving may be done a minimum of four (4) days after the slab concrete has been placed. If saw grooving is done prior to the completion of curing, the curing shall be continued after sawing to provide the minimum curing time required.

When shown on the plans that a concrete overlay is to be placed on the slab (new construction) or on pre-stressed concrete box beams or other precast elements, the slab or the top surface of shear key and diafram concrete shall be given a broom finish. The finish shall have an average texture depth of approximately 0.035 inches with any individual test, not falling below 0.020 inches unless otherwise shown on the plans, when tested in accordance with Test Method Tex-436-A. Should the texture depth fall below that intended, the finishing procedures shall be revised to produce the desired texture.

When the plans require that an asphaltic seal, with or without overlay, on the slab (new construction), on pre-stressed concrete box beams or other precast elements, the slab or top surface of shear key and diafram concrete shall be given a lightly textured broom finish having an average texture depth of approximately 0.025 inches when tested in accordance with Test Method Tex-436-A.

Straightedge requirements will be required on slabs (new construction) to be overlaid.

After the concrete slab has attained final set, the Engineer may require that the finished surface be tested with a standard 10 foot straightedge. The straightedge shall be used parallel to the centerline of the structure to bridge any depressions and touch high spots. Ordinates of the irregularities, measured from the face of the straightedge to the surface of the slab, should normally not exceed 1/8 of an inch, making proper allowances for camber, vertical curve and surface texture; however, occasional variations exceeding this will be acceptable if, in the opinion of the Engineer, the variations will not produce unacceptable riding qualities.

When directed by the Engineer, irregularities exceeding the above shall be corrected. Areas which are corrected to produce satisfactory riding qualities shall be provided with an acceptable surface texture in a manner approved by the Engineer.

420.20. Curing Concrete. The Contractor shall inform the Engineer of the methods proposed for curing; shall provide the proper equipment and material in adequate amounts; and shall have the proposed methods, equipment and material approved prior to placing concrete.

Unless otherwise noted herein or shown on the plans, the choice of curing methods shall be at the option of the Contractor, except that the Engineer may require the same curing methods for like portions of a single structure.

Inadequate curing and/or facilities shall be cause for the Engineer to delay all concrete placement on the job until remedial action is taken.

All concrete shall be cured for a period of four (4) curing days except as noted herein.

Table 2
EXCEPTIONS TO 4-DAY CURING

Description	Type of Cement	Required Curing Days
Upper surfaces of bridge slabs, top slab of direct traffic culverts, and concrete overlays	I or III	8
	II or I/II*	10
	All types with fly ash	10
Concrete Piling Build-ups	All	6

*Meets the requirements of both Type I and Type II.

When the air temperature is expected to drop below 40 F, the concrete shall be covered with polyethylene sheeting, burlap-polyethylene blankets, mats or other acceptable materials to provide the protection required by Article 420.12.

A curing day is defined as a calendar day when the temperature, taken in the shade away from artificial heat, is above 50 F for at least 19 hours, or on colder days if satisfactory provisions are made to maintain the temperature of all surfaces of the concrete above 40 F for the entire 24 hours. The required curing period shall begin when all concrete therein has attained its initial set.

The following methods are permitted for curing concrete subject to the requirements of Table 3 and the following additional requirements for each method of curing:

(1) Form Curing. When forms are left in contact with the concrete, other curing methods

will not be required except for exposed surfaces and for cold weather protection.

(2) Water Curing. All exposed surfaces of the concrete shall be kept wet continuously for the required curing time. The water used for curing shall meet the requirements for concrete mixing water as specified in Item 421, "Portland Cement Concrete". Sea water will not be permitted. Water which stains or leaves an unsightly residue shall not be used.

(a) Wet Mat Curing. This curing method shall consist of keeping the concrete continuously wet by maintaining wet cotton mats in direct contact with the concrete for the required curing time. Damp burlap blankets made from nine (9) ounce stock may be placed on the damp concrete surface for temporary protection prior to the application of cotton mats. The cotton mats may then be placed dry and wetted down immediately after they are placed. The mats shall be weighted down adequately to provide continuous contact with all concrete where possible.

Surfaces which cannot be cured by direct contact shall be covered with mats forming an enclosure well anchored to the forms or ground so that outside air cannot enter the enclosure. Sufficient moisture shall be provided inside the enclosure to keep all surfaces of the concrete wet. Wet mat curing will be required for Part A in Table 3 when the anticipated ambient temperature is expected to remain above 40 F for the first 72 hours of the curing period.

Polyethylene sheeting, burlap-polyethylene blankets, laminated mats or insulating curing mats placed in direct contact with the slab will be required when the air temperature is expected to drop below 40 F during the first 72 hours of the curing period. These curing materials shall be weighted down with dry mats to maintain direct contact with the concrete and to provide insulation against cold weather. Supplemental heating or insulation may be required in cold and/or wet weather if the insulating cotton mats become wet or if the concrete drops below the specified curing temperature.

(b) Water Spray. This curing method shall consist of overlapping sprays or sprinklers that keep all unformed surfaces continuously wet.

(c) Ponding. This curing method requires the covering of the surfaces with a minimum of two (2) inches of clean granular material, kept wet at all times, or a minimum of one (1) inch depth of water. Satisfactory provisions shall be made to provide a dam to retain the water or saturated granular material.

(3) Membrane Curing. Unless otherwise provided herein or shown on the plans, either Type 1-D or Type 2 membrane curing compound may be used where membrane curing is permitted except that Type 1-D (Resin Base Only) will be required for bridge slabs and top slabs of direct traffic culverts and all other surfaces which may require a higher grade of surface finish.

Table 3

SECTION ITEM 440

REINFORCING STEEL

440.1. Description. This Item shall govern for the furnishing and placing of deformed and smooth reinforcing steel, of the sizes and details shown on the plans and in accordance with this Item.

All Producing Mills of reinforcing steel for the Texas Department of Transportation use shall be preapproved by the Division of Materials and Tests prior to furnishing reinforcing steel. Preapproval will be in accordance with Test Method Tex-741-I. A list of Department approved Producing Mills will be maintained by the Division of Materials and Tests. Reinforcing steel obtained from unapproved sources will not be permitted.

All reinforcing steel to be epoxy coated will be designated on the plans. Epoxy coating of reinforcing steel shall be in accordance with "Epoxy Coating of Reinforcing Steel" of this Item.

All epoxy applicators shall be preapproved by the Division of Materials and Tests prior to furnishing epoxy coated reinforcing steel. Preapproval will be in accordance with Test Method Tex-742-I. A list of Department approved applicators will be maintained by the Division of Materials and Tests.

440.2. Materials. Unless otherwise shown on the plans or specified herein, the reinforcing steel shall be Grade 60 and all bar reinforcement shall be deformed, conforming to one of the following:

(1) ASTM A615, Grades 40 or 60, open hearth, basic oxygen, or electric furnace new billet steel.

(2) ASTM A617, Grades 40 or 60, axle-steel.

(3) ASTM A616, Grade 60, rail steel will be permitted in concrete pavement only. ASTM A616 bars shall be furnished as straight bars only and bending is prohibited. Bend tests will not be required.

(4) ASTM A706, Grade 60, weldable reinforcing steel.

(5) Smooth Bars. Smooth bars for concrete pavement shall have a minimum yield strength of 60 ksi.

All other smooth bars, larger than No. 4, may be steel conforming to the above or may be furnished in any steel that meets the physical requirements of ASTM A36.

(6) Spiral reinforcement shall be either smooth or deformed bars, or wire, of the minimum size or gage shown on the plans, or as specified herein.

Bars for spiral reinforcement shall comply with ASTM A675, Grade 80 (reference to ASTM A29 is voided) A615 or A617, Grade 40, unless otherwise shown on the plans. Smooth wire shall comply with ASTM A82 and deformed wire shall comply with ASTM A496.

In cases where the provisions of this Item are in conflict with the provisions of the ASTM Specification, the provisions of this Item shall govern.

Reinforcing steel to be structurally welded shall comply with ASTM A706 or shall have a carbon equivalency (C.E.) of not more than 0.55 %. A report of chemical analysis, showing the percentages of all elements necessary to establish the carbon equivalency, will be required for all reinforcing steel that is to be structurally welded. The above requirements do not pertain to miscellaneous welds on reinforcing steel as defined in Item 448, "Structural Field Welding."

Carbon equivalency will be calculated using the following formula:

$$C.E. = \%C + \frac{\%Mn}{6} + \frac{\%Cu}{40} + \frac{\%Ni}{20} + \frac{\%Cr}{10} - \frac{\%Mo}{50} - \frac{\%V}{10}$$

The nominal size, area and weight of reinforcing steel bars covered by this specification are as follows:

BAR SIZE NUMBER	NOMINAL DIAMETER IN.	NOMINA AREA SQ. IN.	WEIGHT PER LINEAR FT.
2	0.250	0.05	0.167
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.65
18	2.257	4.00	13.60

Smooth round bars shall be designated by size number through No. 4. Smooth bars above No. 4 shall be designated by diameter in inches.

(7) Wire for fabric reinforcement shall conform to ASTM A82 or A496. Wire fabric shall conform to ASTM A185 or A497.

When wire is ordered by size numbers, the following relation between size number, diameter in inches and area shall apply unless otherwise specified. Where deformed wire is required, the size number shall be preceded by "D," and for smooth wire the prefix shall be "W."

SIZE NUMBER	NOMINAL DIAMETER IN.	NOMINAL AREA SQ. IN.
30	.0618	0.300
28	0.597	0.280
26	0.575	0.260
24	0.553	0.240
22	0.529	0.220
20	0.505	0.200
18	0.479	0.180
16	0.451	0.160
14	0.422	0.140
12	0.391	0.120
10	0.357	0.100
8	0.319	0.080
7	0.299	0.070
6	0.276	0.060
5.5	0.265	0.055
5	0.252	0.050
4.5	0.239	0.045
4	0.226	0.040
3.5	0.211	0.035
3	0.195	0.030
2.5	0.178	0.025
2	0.160	0.020
1.5	0.138	0.015
1.2	0.124	0.012
1	0.113	0.010
0.5	0.080	0.005

Note: Fractional sizes between the sizes listed above are also available and acceptable for use.

Welded wire fabric will be designated as shown in the following example:

6 x 12 - W16 x W8; indicating six (6) inch longitudinal wire spacing and 12 inch transverse Wire spacing with smooth number 16 wire longitudinally and smooth number 8 wire transversely.

(8) Epoxy Coating. The epoxy coating material and the material used for the repair of the coating shall comply with the Departmental Materials Specification D-9-8130, "Epoxy Powder Coating For Reinforcing Steel." Copies of the Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th Street, Austin, Texas 78701-2483. An eight (8) ounce sample of epoxy powder and manufacturer's certifications will be required for each lot of epoxy powder used to coat materials for Department projects.

440.3. Bending. The reinforcement shall be bent cold, true to the shapes shown on the plans. Fabrication shall preferably be done in the shop. Field fabrication, if permitted, shall be done with equipment approved by the Engineer. Misfabricated, damaged or broken bars shall be rejected and replaced at the Contractor's expense. Damaged or broken bars imbedded in a previous concrete placement may be repaired with the approval of the Engineer.

Unless otherwise shown on the plans, the inside diameter of bar bends, in terms of the nominal bar diameter (d), shall be as follows:

Bends of 90° and greater in stirrups, ties and other secondary bars that enclose another bar in the bend shall be:

#3, #4, #5	4d
#6, #7, #8	6d

All bends in main bars and in secondary bars not covered above shall be:

#3 thru #8	6d
#9, #10, #11	8d
#14, #18	10d

Where bending of Grade 60 bars, sizes No. 14 or No. 18, is required, bend testing shall be performed on representative specimens as described for smaller bars in the applicable ASTM Specification. The required bend shall be 90 degrees around a pin having a diameter of 10 times the nominal diameter of the bar.

440.4. Tolerances. Fabricating tolerances for bars, from plan dimensions, shall not be greater than shown in Figure 1.

440.5. Storing. Steel reinforcement shall be stored above the surface of the ground upon platforms, skids, or other supports and shall be protected from damage and deterioration as approved by the Engineer. When placed in the work, reinforcement shall be free from dirt, paint, grease, oil, or other foreign materials. Reinforcement shall be free from defects such as cracks and laminations. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum cross-sectional area of a hand wire brushed specimen meets the requirements for the size of steel specified.

440.6. Splices. Splicing of bars, lap spliced or welded, shall be as shown on the plans or specified herein. Additional splices will require written approval of the Engineer.

Splices not provided for on the plans will be permitted in slabs 15 inches or less in thickness, columns, walls and parapets, but will not be included for measurement, subject to the following:

Unless otherwise approved by the Engineer, splices will not be permitted in bars 30 feet or less in plan length. For bars exceeding 30 feet in plan length, the distance center to center of splices shall not be less than 30 feet minus one splice length, with no more than one individual bar length less than 10 feet. Lap splices not shown on the plans, but permitted herein, shall be made in accordance with Table 1. The specified concrete cover and proper spacing shall be maintained at such splices and the lap spliced bars placed in contact and securely tied together.

TABLE 1
Minimum Lap Requirements
for Bar Sizes Through No. 11

SIZE	LAP LENTH	
	UNCOATED	COATED
No. 3	1'-0"	1'-6"
No. 4	1'-6"	2'-3"
No. 5	1'-10"	2'-9"
No. 6	2'-3"	3'-4"
No. 7	3'-0"	4'-6"
No. 8	3'-9"	5'-7"
No. 9	4'-8"	7'-0"
No. 10	5'-7"	8'-4"
No. 11	6'-7"	9'-10"

Spiral steel shall be lapped a minimum of one turn.

Bar sizes No. 14 and No. 18 may not be lapped.

Welded splices shall conform to the requirements of the plans and Item 448, "Structural Field Welding." End preparation for butt welding reinforcing bars shall be done in the field. Delivered bars shall be of sufficient length to permit weld preparation.

Welded wire fabric shall be spliced using a lap length that will include the overlap of a minimum of two (2) cross wires plus two (2) inches on each sheet or roll. Splices using bars which develop equivalent strength and lapped in accordance with Table 1 will be permitted.

For box culvert extensions with less than one (1) foot of fill, the existing longitudinal bars shall have a lap with the new bars as shown in Table 1. For extensions with more than one (1) foot of fill, a minimum of six (6) inch lap will be required.

440.7. Mechanical Couplers.

(1) General. When shown on the plans, mechanical splices may be made in the reinforcing steel bars using one of the following types:

Sleeve-Filler Type
Sleeve-Threaded Type
Sleeve-Swaged Type
Sleeve-Wedge Type

All couplers furnished by the Contractor shall be produced by a prequalified manufacturer. Prequalification shall be in accordance with Departmental Material Specification D-9-4510. Sleeve-wedge type couplers will not be permitted on coated reinforcing.

(2) Project Samples. For purposes of sampling couplers for use on an individual project, a lot of couplers shall be defined as 500 couplers, or fraction thereof, for each size and type. Prior to use on the project, three (3) test specimens shall be assembled using couplers selected at random from each lot received on the project. All test specimens shall be assembled from materials consigned to the project and shall be assembled in the presence of the Engineer. A test specimen shall consist of a coupler connecting two (2) 21 inch, or longer, bars using the same splice materials, position, equipment and procedures to be used to make splices in the work. The assembled test specimens shall be submitted to the Division of Materials and Tests for testing. Each lot of couplers shall be identified with tags or markings identifying the lot from which the samples were taken.

(3) Testing. Project samples will be tested to 125% of specified yield strength and for total slip requirements. When a test representing a lot of couplers fails to meet the requirements, four (4) additional couplers from that lot will be tested. If all four (4) tests meet the requirements, the lot will be accepted for use in the work. If any of the four (4) tests fail to meet the requirements, that lot of couplers will be rejected and not used in the work.

(4) Construction Methods. All coupling devices shall be installed in accordance with the manufacturer's recommendations. Protection of threaded male or female connections shall be provided and the threaded connections shall be clean when making the connection. Damaged threads shall not be repaired.

(5) Alternate Equivalent Strength. Alternate equivalent strength arrangements to be accomplished by substituting larger bar sizes, or more bars, will be considered if approved by the Engineer, in writing, prior to the fabrication of the systems.

440.8. Placing. Unless otherwise shown on the plans, dimensions shown for reinforcement are to the centers of the bars. Reinforcement shall be placed as near as possible in the position shown on the plans. In the plane of the steel parallel to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of the spacing between bars. In the plane of the steel perpendicular to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/4 inch. Cover of concrete to the nearest surface of steel shall meet the above requirements but shall never be less than one (1) inch.

For bridge slabs, the clear cover tolerance for the top mat of reinforcement shall be -0, + 1/2 inch.

The reinforcement shall be accurately located in the forms, and firmly held in place, before and during concrete placement, by means of bar supports, adequate in strength and number in order to prevent displacement and to keep the steel at the proper distance from the forms. Bars shall be supported by standard bar supports with plastic tips, plastic bar supports approved by the Engineer or precast mortar or concrete blocks when supports are in contact with removable or stay-in-place forms. Bright basic bar supports may be used to support reinforcing steel placed in slab overlays on concrete panels or on existing concrete slabs. Bar supports in contact with soil or subgrade shall be as approved by the Engineer.

For bar supports with plastic tips, the plastic protection shall have a minimum thickness of 3/32 of an inch and extend upward on the wire to a point at least 1/2 inch above the formwork.

All accessories such as tie wires, bar chairs, supports or clips used with epoxy coated reinforcement shall be of steel, fully coated with epoxy or plastic. Plastic supports approved by the

Engineer may also be used with epoxy coated reinforcement.

Mortar or concrete blocks shall be cast to uniform dimensions with adequate bearing area. A suitable tie wire shall be provided in each block for anchoring to the steel. The blocks shall be accurately cast to the thickness required in molds approved by the Engineer. The surface placed adjacent to the form shall be a true plane, free of surface imperfections. The blocks shall be cured by covering with wet burlap or mats for a period of 72 hours. Mortar for blocks shall contain approximately one (1) part portland cement to three (3) parts sand. Concrete for blocks shall contain nine (9) sacks of portland cement per cubic yard of concrete.

Individual bar supports shall be placed in rows at four (4) foot maximum spacing in each direction. Continuous type bar supports shall be placed at four (4) feet maximum spacing. Continuous bar supports will be required when permanent metal deck forms are used.

The exposure of the ends of longitudinals, stirrups and spacers used to position the reinforcement in concrete pipe and precast box culverts or sewers shall not be cause for rejection.

Reinforcing steel for bridge slabs, top slabs of direct traffic culverts and the top slabs of pre-stressed box beams shall be tied at all intersections except that where the spacing is less than one (1) foot in each direction, alternate intersections only need to be tied. For reinforcing steel cages for other structural members, the steel shall be tied at a sufficient number of intersections to provide a rigid cage of steel. Mats of wire fabric shall be fastened securely at the ends and edges.

Before concrete placement, all mortar, mud, dirt, etc., shall be cleaned from the reinforcement. Concrete shall not be placed until authorized by the Engineer.

If the reinforcement is not adequately supported or tied to resist settlement, floating upward, overturning of truss bars, or movement in any direction during concrete placement, concrete placement will be halted until corrective measures are taken.

440.9 Epoxy Coating of Reinforcing Steel.

(1) General. When shown on the plans, coating with epoxy of reinforcing bars, plain wire, deformed wire or welded wire fabric to be used as reinforcement for concrete shall conform to the requirements herein.

(2) Surface Preparation. The reinforcing steel shall be free of surface contaminants such as oil, grease or paint when received at the manufacturer's plant and prior to cleaning and coating. The surface of steel to be coated shall be cleaned by abrasive blast cleaning to near white metal in accordance with the requirements of Item 446, "Cleaning, Paint and Painting," Class A Blast Cleaning. All traces of grit and dust from the blast cleaning shall be removed prior to coating. Other methods of cleaning may be submitted to the Engineer for approval.

(3) Application of Coating. The applicator shall notify the Engineer at least 30 days before the date of production. The coating shall be applied as recommended by the manufacturer of the coating material.

The coating shall be applied to the cleaned surface as soon as possible after cleaning and before oxidation of the surface discernible to the unaided eye occurs. The coating shall be a

smooth uniform coat and shall have a thickness of from 7 to 12 mils, after curing. The thickness of the coating shall be measured using magnetic thickness testing gages in accordance with Test Method Tex-728-I.

The coating film shall be fully cured. Sufficient checks shall be made to assure that each coated production lot is supplied in a fully cured condition.

(4) Continuity of Coating. The applicator shall check the coating for continuity after curing. The coating shall be free from holes, voids, cracks, contamination and damaged areas discernible to the unaided eye.

For reinforcing bars a 67 1/2 volt D.C. in-line holiday detector, such as Tinker and Rasor Model M-1 or approved equivalent, shall be used to check the coating for holidays. There shall be no more than two (2) holidays (pinholes not visually discernible) in any linear foot of a coated reinforcing bar.

Holiday checks to determine acceptability of wire or welded wire fabric shall be made at the manufacturer's plant with a 67 1/2 volt D.C. holiday detector. For wire, there shall not be more than an average of two (2) holidays per linear foot of wire. For welded wire fabric, there shall not be more than an average of four (4) holidays per linear foot of wire in welded wire fabric when the wire spacings are four (4) inches or more, or six (6) holidays per linear foot of wire when the spacings are less than four (4) inches. Uncoated areas at cut ends shall not be counted, nor shall sharp edges (weld spurs) at intersections be counted as holidays. When measuring the number of holidays, at least 1/2 inch of wire must be included on each side of the intersections being checked.

(5) Repair of Coating. Material for repair of the coating shall comply with the requirements in "Epoxy Coating" of this Item. Repairs shall be made in accordance with procedures recommended by the manufacturer of the epoxy coating powder. Areas to be patched shall receive at least the same coating thickness as required for the original coating.

All visible damage to the coating shall be repaired.

Sawed and sheared ends, cuts, breaks and/or other damage shall be repaired promptly before additional oxidation occurs. Areas to be repaired shall be clean and free from surface contaminants. Repairs shall be made in the shop or in the field as required.

The acceptable amount of patched area at the applicator shall not exceed 1/4 inch total length in any linear foot.

(6) Sampling and Testing. Sampling and testing of coated reinforcement shall be in accordance with Test Method Tex-739-I.

(7) Identification and Documentation. Identification of all reinforcing shall be maintained throughout the coating and fabrication process and until delivery to the project site.

For all production of coated reinforcing steel to be used on Department projects, the manufacturer shall furnish to the Engineer two (2) copies of a written certification that the coated reinforcing steel meets the requirements of this specification and two (2) copies of the manufacturer's control tests.

(8) Handling. All systems for handling coated reinforcement shall have padded contact areas. Bundling bands shall be padded or suitable banding shall be used to prevent damage to the coating. Bundles of coated reinforcement shall be lifted with a strong back, spreader bar, multiple supports or a platform bridge. The bundled reinforcement shall be transported with care and stored on protective cribbing. The coated reinforcement shall not be dropped or dragged.

(9) Construction Methods. Flame cutting will not be permitted on coated reinforcement. Saw or shear cutting will be permitted with permission of the Engineer. Cut ends shall be coated as specified in "Repair of Coating" of this Item.

Welding or mechanical coupling of coated reinforcing steel will not be permitted except where specifically shown on the plans. The epoxy coating shall be completely removed a minimum of six (6) inches beyond the weld limits prior to welding and two (2) inches beyond the limits of the coupler prior to assembly. After welding or coupling, the steel shall be cleaned of all oil, grease, moisture, dirt, welding contamination (slag and/or acid residue) and rust to a near white finish. The existing epoxy shall be checked for damage. Any damaged or loose epoxy shall be removed back to sound epoxy coating.

After proper cleaning, the splice area shall be coated with epoxy repair material to a thickness of 7 to 12 mils. A second application of repair material shall be applied to the bar and coupler interface to insure complete sealing of the joint.

440.10. Measurement and Payment.

Except as specified below, the work performed, materials furnished, and all labor, tools, equipment and incidentals necessary to complete the work under this Item will not be measured or paid for directly, but will be considered subsidiary to the various bid items of the contract.

The quantities of reinforcing steel shown on the plans are estimates and are for the Contractor's information.

Compensation for adjustment of reinforcing steel quantities will be as follows:

(1) When the reinforcing steel quantity for a complete structure element has been erroneously included in or omitted from the quantities shown on the plans, the quantity for that element will be added or deducted for payment. A complete structure element will be the smallest portion of a total structure for which a corresponding quantity of concrete is included on the plans. Additional payment or reduction in payment for quantities revised in this manner will be made accordingly, in accordance with Article 4.3.

(2) When the plan quantity for reinforcing steel for a complete structure element is in error by five (5) percent or more, a recalculation will be made and payment will be increased or reduced accordingly in accordance with Article 4.3.

(3) When quantities for reinforcing steel are revised by a change in design, the change in quantities will be calculated. Additional payment or reduction in payment for quantities revised in this manner will be made accordingly, in accordance with Article 4.3.

The party to the contract requesting the adjustment shall present to the other one (1) copy of the description and location, together with calculations of the quantity for the structure element involved. When this quantity is certified correct by the Engineer, it will become the basis for additional or reduced payment.

*****END OF SECTION*****

SECTION ITEM 462

CONCRETE BOX CULVERTS AND SEWERS

462.1. Description. This Item shall govern for the materials furnished, and for constructing, furnishing and placing concrete box culverts and sewers at the locations shown, and in accordance with the details on the plans and this Item. Unless otherwise shown on the plans, the Contractor shall have the option of furnishing cast-in-place, precast (formed) or precast (machine-made) box culverts or sewers.

462.2. Materials. All materials shall conform to the pertinent requirements of the following items:

Item 420, "Concrete Structures"
Item 421, "Portland Cement Concrete"
Item 440, "Reinforcing Steel"
Item 464, "Reinforced Concrete Pipe"

Concrete for precast (machine-made) concrete boxes shall conform to ASTM C789 or C850.

When precast (machine-made) boxes are furnished and portland cement is partially replaced, blended or otherwise modified by a pozzolan, the pozzolan shall be fly ash conforming to the Departmental 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 Street, Austin, Texas 78701-2483.

462.3. Types

Cast-in-place concrete boxes shall conform to the details shown on the plans and to the requirements of Item 420, "Concrete Structures".

462.4

Precast (formed) concrete boxes shall conform to the details shown on the plans and the requirements of Item 424, "Precast Concrete Structures (Fabrication)".

Precast (machine-made) concrete boxes shall conform to the requirements of ASTM C789 or C850, whichever is applicable.

462.4. Fabrication.

(1) General. All fabrication of concrete boxes including forming, casting and curing shall conform to the following requirements:

(a) Cast-in-place concrete boxes shall be produced in accordance with Item 420, "Concrete Structures".

(b) Precast (formed) concrete boxes shall be produced in accordance with Item 424, "Precast Concrete Structures (Fabrication)".

(c) Precast (machine-made) concrete boxes shall be produced by a process which will provide for uniform placement of the concrete in the forms and compaction by mechanical devices which will assure 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. Ready-mix concrete will not be acceptable for use in precast (machine-made) concrete boxes. Curing shall be

in accordance with ASTM C789 or C850, whichever is applicable.

(2) Testing. Test specimens for testing of cast-in-place concrete boxes sections shall be in accordance with Item 421, "Portland Cement Concrete". Test specimens for precast (formed) concrete box sections shall be in accordance with Test Method Tex 704-I. Test specimens for precast (machine-made) shall be test cylinders made at the same time and in the same manner as the box sections they represent.

For precast concrete boxes (machine-made), a minimum of four (4) test cylinders shall be made for each day's production run of each size and class of box section. Test cylinders for machine-made concrete boxes shall be cured in the same manner and for the same time as the boxes they represent.

462.4

Equipment required for testing concrete boxes produced in a pre-casting plant shall be furnished by the producer.

(3) Lifting Holes. For precast concrete boxes, not more than four (4) lifting holes may be provided in each section to facilitate handling. Lifting holes may be cast, cut into the fresh concrete after form removal, or drilled. Lifting holes shall be so sized as to provide for adequate lifting devices based on the size and weight of the box sections but shall not be larger than three (3) inches in diameter. Spalled areas around the holes shall be repaired.

(4) Marking. Precast concrete boxes produced in a pre-casting plant shall bear the following markings:

(a) The name or trademark of the producer.

(b) The date of manufacture.

(c) The box size and height of fill.

(d) When lifting holes are not provided, one end of each box section shall be clearly marked on the inside and outside walls to indicate the top or bottom as it will be installed.

(e) When required under "Fabricating Tolerances", matchmarks shall be used for proper installation.

Markings shall be indented into the box section or may be painted thereon with waterproof paint.

(5) Fabricating Tolerances. Tolerances for precast sections of either type shall conform to the following:

The inside vertical and horizontal dimensions shall not vary from plan requirements by more than 1/2 inch.

The horizontal or vertical plane at each end of the box section shall not vary from perpendicular by more than 1/2 inch, measured on the inside faces of the section.

The sides of a section at each end shall not vary from being perpendicular to the top and bottom by more than 1/2 inch when measured diagonally between opposite interior corners of the end section.

The thickness of walls and slabs shall not be less than that shown on the plans, except that an occasional deficiency not greater than 1/4 inch will be acceptable. If proper jointing is not affected, thicknesses in excess of plan requirements are acceptable.

The straightness of the tongue and groove, at the mating surface shall not vary by more than 1/4 inch.

Deviations from the above tolerances will be acceptable if the sections can be fitted at the plant or job site and it is demonstrated that an acceptable joint can be made. For this condition an acceptable joint is:

When two sections are fitted together on a flat surface, in proper alignment and in the position the sections will be installed, the joint opening at any point shall not exceed one (1) inch. Sections fitted together at the plant and accepted in this manner shall be match marked for installation.

(6) Defects and Repair. Fine cracks on the surface of the member which do not extend to the plane of the nearest reinforcement will not be cause for rejection unless the cracks are numerous and extensive. Cracks which extend into the plane of the reinforcing steel shall be repaired in an approved manner.

Small damaged or honeycombed areas which are purely surface in nature shall be repaired to the satisfaction of the Engineer. Excessive damage, honeycomb or cracking will be subject to structural review. Repairs shall be sound, properly finished and cured in conformance with the pertinent specifications. When fine cracks on the surface indicate poor curing practices, further production of precast sections shall be discontinued until corrections are made and proper curing provided.

462.5 to 462.6

(7) Storage and Shipment. Precast sections shall be stored on level blocking in a manner acceptable to the Engineer. No load shall be placed upon the sections until design strength is reached and curing completed. Shipment of sections may be made when the design strength and curing requirements have been met.

462.5. Construction Methods. Excavation, bedding and backfill shall be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures", except where tunneling or jacking methods are required or permitted by the plans.

Unless otherwise shown on the plans, the Contractor may use any of the jointing materials in accordance with the jointing requirements specified in Item 464, "Reinforced Concrete Pipe".

When precast box culverts are used to form multiple barrel structures, the box sections shall be placed in conformance with the details shown on the plans. Material to be used between barrels shall be as shown on the plans.

Connections of precast sections to cast-in-place culverts or to any required headwalls, wing walls, riprap or other structure shall conform to the details shown on the plans.

Lifting holes shall be filled with mortar or concrete and cured to the satisfaction of the Engineer. Precast concrete or mortar plugs may be used when approved by the Engineer.

462.6. Measurement. This Item will be measured by the linear foot. Such measurement will be made between the ends of the culvert or sewer 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 structures are involved, measurement of the spur or new connection box sections will be made from the intersection of the flow line with the outside surface of the structure into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of culverts or sewers that length of box section tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

462.7 to 464.2

For multiple barrel structures, 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 contact 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.

462.7. 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 "Concrete Box Culvert" or "Concrete Box Sewer" of the size and type specified. This price shall be full compensation for constructing, furnishing and transporting sections; for preparing and shaping of the bed; for jointing of sections; for cutting of sections on skew or slope; for connections to existing structures; for concrete, reinforcing steel and all materials, labor and equipment, tools and incidentals necessary to complete the work.

Excavation, bedding, and backfill for box culverts and sewers will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".

*** * * END OF SECTION * * ***

SECTION ITEM 464

REINFORCED CONCRETE PIPE

464.1. 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	22
2	21	1/2	26
3	24	15	28 1/2
4	30	1/2	36 1/4
5	36	18	43 3/4
6	42	22	51 1/8
7	48	1/2	58 1/2
8	54	26	65
9	60	5/8	73
10	72	31	88
		5/16	
		36	
		40	
		45	
		54	

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! Bookmark not defined.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 - % by weight	% Ash, 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	275	275
Penetration 32 F (300g) 60 sec., min --	65	
Tex-502-C 77 F (150g) 5 sec	50-120	50-120
Tex-502-C 115 F (150g) 5 sec., max. Tex-502-C	------	150

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 Distance Between Pipes	0'-9"	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".

*** * * END OF SECTION * * ***

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: [signature]
Print Name: Miguel A. Ramos
Title: President
Telephone Number: (956) 580-2605
Date: 11-21-12

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

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?: _____%
(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.

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.**

NONE

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.**

NONE

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 ☒ N/A 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 ☒ N/A 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 ☒ N/A No

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

4

REM Construction Inc — Signature of person doing business with the governmental entity

11-21-12 — 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 21st day of November, 2012.

Contractor

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
REIM Construction INC

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
9612 N. Stewart Rd.

Requester's name and address (optional)

City, state, and ZIP code
Mission TX 78573

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
26-0141771

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 ▶ [signature] Date ▶ 11-21-12

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: REIM Construction Inc. Telephone No. (956) 580-2675

dba Name:

Legal Name: REIM Construction Inc.

Mailing Address: 9612 N. Stewart Rd. Fax No. (956) 580-4032

Physical Address: "Same"

City, State, Zip Mission TX 78573 Tax I.D. No. 26-04-77105

Remit to Address: "Same" City, State, Zip

E-Mail Address: miguel@reimconstruction.com

Representative(s) Name(s) & Title(s) Miguel A. Ramos, President

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: Texas Date: July-07 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:
Miguel A. Ramos, President Fidel Ramos Jr. Vice President

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☒ Hispanic American	☒ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

Indicate Certification No.(s): N/A or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: construction

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.:

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.

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

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	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
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			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*

Exhibit E-L

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 Stat. 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

Exhibit E-L

Form 252 (Rev. 12/82)
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, 1956

Exhibit E-F

General Decision Number: TX120005 01/06/2012 TX5

Superseded General Decision Number: TX20100006

State: Texas

Construction Types: Building and Residential

Counties: Cameron and Hidalgo Counties in Texas.

BUILDING AND RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and garden apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/06/2012

* SUTX1990-013 05/01/1990

	Rates	Fringes
BOILERMAKER		
RESIDENTIAL CONSTRUCTION ONLY	$ 16.35	2.315
BRICKLAYER		
RESIDENTIAL CONSTRUCTION ONLY	$ 7.25	
CARPENTER (Including Drywall Hanging and Acoustical Ceiling Installation)		
BUILDING CONSTRUCTION ONLY Excluding Batt Insulation	$ 7.25	
CARPENTER		
RESIDENTIAL CONSTRUCTION ONLY	$ 7.25	
CEMENT MASON/CONCRETE FINISHER (Excluding Form Setting)		
BUILDING CONSTRUCTION ONLY	$ 7.25	
CEMENT MASON/CONCRETE FINISHER		
RESIDENTIAL CONSTRUCTION ONLY	$ 7.25	
ELECTRICIAN		
BUILDING CONSTRUCTION ONLY	$ 8.30	
Electricians: (Residential)		
RESIDENTIAL CONSTRUCTION ONLY	$ 7.25	
FLOOR LAYER: CARPET (SOFT) FLOOR		
BUILDING CONSTRUCTION ONLY	$ 7.25	
RESIDENTIAL CONSTRUCTION ONLY	$ 7.25	
Insulation Installer		
RESIDENTIAL CONSTRUCTION ONLY	$ 7.25	
IRONWORKER, REINFORCING		
RESIDENTIAL CONSTRUCTION ONLY	$ 7.25	
Laborer, common		
BUILDING CONSTRUCTION ONLY	$ 7.25	
LABORER		
RESIDENTIAL CONSTRUCTION ONLY		
Pipelayer	$ 7.25	
Unskilled	$ 7.25	
PAINTER (Including Drywall		

Finishing, Taping, and
Bedding)
BUILDING CONSTRUCTION ONLY..$ 7.25

PAINTER
RESIDENTIAL CONSTRUCTION
ONLY.....$ 7.25

PIPEFITTER (Including HVAC
Work)
BUILDING CONSTRUCTION ONLY..$ 7.28 .12

Plasterer tender
BUILDING CONSTRUCTION ONLY..$ 7.25

PLASTERER
BUILDING CONSTRUCTION ONLY..$ 8.41
RESIDENTIAL CONSTRUCTION
ONLY.....$ 7.25

PLUMBER (Excluding HVAC Work)
BUILDING CONSTRUCTION ONLY..$ 7.50 .48

Plumbers and Pipefitters
RESIDENTIAL CONSTRUCTION
ONLY.....$ 8.20

Power equipment operators:
BUILDING CONSTRUCTION ONLY
Backhoe.....$ 7.25 .48
RESIDENTIAL CONSTRUCTION
ONLY
Backhoe.....$ 7.25
Grader.....$ 7.25
Loader.....$ 7.25

ROOFER, Including Built Up,
Composition and Single Ply
Roofs
RESIDENTIAL CONSTRUCTION
ONLY.....$ 7.25

Sheet metal worker
RESIDENTIAL CONSTRUCTION
ONLY.....$ 7.25

Sheet Rock Installer
RESIDENTIAL CONSTRUCTION
ONLY.....$ 7.25

SHEETMETAL WORKER (Including
HVAC duct Work)
BUILDING CONSTRUCTION ONLY..$ 7.25

TILE SETTER
BUILDING CONSTRUCTION ONLY..$ 7.25
RESIDENTIAL CONSTRUCTION
ONLY.....$ 7.25

TRUCK DRIVER
BUILDING CONSTRUCTION ONLY..$ 7.25
RESIDENTIAL CONSTRUCTION
ONLY.....$ 7.25

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

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.

==========

END OF GENERAL DECISION

CHANGE ORDER NUMBER ONE(1) **SAMPLE**

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/O! %	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

SAMPLE --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.

DRAFT

Date _____

_____
CONTRACTOR

By: _____

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet

Date:

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:

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH MONTHLY QUANTITY	FIRST MONTH QTY to Date	FIRST MONTH Item Cost (Monthly)	SECOND MONTH MONTHLY QUANTITY	SECOND MONTH QTY to Date	SECOND MONTH Item Cost (Monthly)	THIRD MONTH MONTHLY QUANTITY	THIRD MONTH QTY to Date	THIRD MONTH 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	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00		0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	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	00	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00		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.	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.0	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	0.00	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	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	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: _____

DRAFT

Printed Name:

DRAFT

SAMPLE

_____ 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
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

DRAFT

Exhibit E-E

Texas Department of Transportation

Form 252 (Rev. 12/82)
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, 1956

(Company Letterhead)

(Date)

County of Hidalgo
Attn.: Mr. Raul E. Sesin, P.E.
1304 S. 25th St.
Edinburg, TX 78539

RE: Hidalgo County Precinct No. 2
Alamo Road Crossing Drainage Improvements
Contract No.: C-10-032-___-___

Mr. Sesin:

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,

_____

(name)_____, Manger

Exhibit E-H

PARTIAL/FINAL WAIVER OF LIEN

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.

_____
SUPPLIER

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: _____

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

CERTIFICATE OF CONSTRUCTION COMPLETION

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

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 or Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Precinct Logo

Your Tax Dollars at Work
Hidalgo County Pct. 2
Hector "Tito" Palacios, Commissioner

Minnesota Road West of I Road
Paving and Drainage Improvements

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: _____

Project Engineer: Raul E. Sesin, P.E.

connection to Contract #C-08-226-09-30 with TEDSI Infrastructure for the "Mile 2 West Road (from US 83 to 0.44 miles north of US 83)"

On motion by COMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

C. **Pct. 2**

1. a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 1 JOEL QUINTNAILLA, the Court made a UNANIMOUS vote of approval of the exemption.
Vote : 3 - 0

b. Presentation of scoring grid for the purpose of CC ranking the sole member of the County's approved "pool" of professional review appraisal services providers as quaified to continue to the next step of the process(on call and as needed basis) for Precinct No. 2;

Evaluators	HLH Appraisal Services
Score	100
Ranking	1

On motion byCOMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded byCOMMISSIONER, PCT. 3 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.
Vote : 3 - 0

c. Authority for the Purchasing Department to negotiate a professional (review appraisal services) contract with the sole "qualified" firm of HLH Appraisal Services for: the provision of professional review appraisal services, for (on call and as needed basis) for Precinct No. 2.

On motion by COMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

2. Recommendation by project engineer Raul Sesin, P.E., Hidalgo County Planning Dept., to award -Hidalgo County Precinct No. 2 "Minnesota Road West of I Road Paving and Drainage Improvements Project" to the lowest bidder meeting all specifications, REIM Construction, Inc., in the total amount of $122,158.25 (base bid only). Bid No. 2012-273-11-21-MSS

On motion by COMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

D. **Pct. 3**

1. a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional surveying services;

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 1JOEL QUINTANILLA, the Court made a UNANIMOUS vote of approval.
Vote : 3 - 0

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveying services, for Road and Bridge, and other projects in general (on call and as needed basis) for Precinct No. 3

Evaluators	ROD'S	Quintanilla Headley & Associates	CVQ land Surveyors

AI-37147 **Purchasing Department** **16. B. 3.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Comm. Hector **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional architectural services providers in connection with the design and construction of a New Field Operations Shop;

Evaluators	Alcocer Garcia & Associates	ERO Architects	ROFA Architects, Inc
Evaluator 1	85	96	92
Ranking			

c. Authority for the Purchasing Department to negotiate a professional archiectural services contract with the No. 1 ranked firm of _____ for the provision of architecural services for the design and construction of a New Field Operations Shop for Pct. #2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1342-431-00-122-053-0-739

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

BUDGETARY IMPACT:

Available funds as of 2/22/13 in 2012 account.

Attachments

Grid

Form Review

Form Started By: Nielda Cavazos Started On: 02/26/2013

Final Approval Date: 02/22/2013

HIDALGO COUNTY PRECINCT NO 2

FOR

Architectural Services

Pct No. 2 Field Operations New Shop

Scoring & Evaluation GRID

Architectural Services

Total Scores	Alcocer Garcia & Associates	ERO Architects	ROFA Architects, Inc
Evaluator 1	85	96	92
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

AI-36845 **Purchasing Department 16. C. 1.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted By: Rocio Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Supplemental Agreement No. 2 to Work Authorization No. 1 (an increase in the amount of ($61,808.22), for current contract with L&G Consulting Engineering, Inc. for the "FM 681 from (FM 2221 to SH 107) for Hidalgo. C-192-06-08

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1315-431-00-123-070-0-841

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

BUDGETARY IMPACT:

Available balance as of 2-22-13 $108,674.35

Attachments

Supplemental No. 2 WA1

Form Review

Form Started By: Rocio Villarreal Started On: 02/26/2013

Final Approval Date: 02/22/2013

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.2 TO WORK AUTHORIZATION NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES C-09-192-06-08

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between the **HIDALGO COUNTY**, hereinafter called the "**Owner**", and **L&G Consulting Engineers Inc,** professional engineers of Mercedes, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 8TH day of June, 2009 concerning professional engineering services for "FM 681" from (FM 2221 to SH 107) (including Right – of – Way Mapping and Right – of – Way Acquisition) for Hidalgo County Precinct No. 3 hereinafter referred to as the "Project"; and, executed Work Authorization No. 1 under said agreement on the 8th day of June 2009; and,

WHEREAS, Work Authorization No. 1, Section Part 1 of the Agreement, Scope of Work, establishes the scope of work is for the Engineer to Provide Engineering Services required for the preparation of Right – of – Way Mapping, Surveying, Right – of – Way Acquisition Services and Roadway Design for the reconstruction of FM 681 from FM 2221 to SH 107; and,

WHEREAS, it has become necessary to amend "Exhibit B – Services to be provided by the Engineer" as follows (See Exhibit B – Revised for Details):

- The Consultant will provide updated appraisals and review appraisals in compliance with TxDOT policy and Senate Bill 18.
- The Consultant will provide original Field Notes and Parcel Sketches in conformance with TxDOT guidelines as outlined in Work Authorization No. 1.
- The Consultant will provide acquisition services to acquire the replacement parcel for the United Irrigation District utility adjustment.
- The Consultant will provide a Phase I Environmental Site Assessment for the United Irrigation District replacement parcel; and,

WHEREAS, it has become necessary to amend EXHIBIT "D" of Work Authorization No. 1, Section Part 2 of the Agreement, Estimated Cost, to increase original Work Authorization amount of $1,740,612.60 to $1,802,420.82; therefore the amount of Supplemental No. 2 is $61,808.22.

NOW, THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement is** amended as follows:

1. Section of the **Agreement,** EXHIBIT "A" – SERVICES TO BE PROVIDED BY THE COUNTY, EXHIBIT "B" – SERVICES TO BE PROVIDED BY THE ENGINEER and EXHIBIT "D" – FEE SCHEDULE, are revised to reflect the above listed modifications of this Supplemental.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement No. 2 to be effective as of the ___day of _____, 2013.

ENGINEER:
L&G CONSULTING ENGINEERS, INC.

BY: _____
Jacinto Garza P.E., President

OWNER:
HIDALGO COUNTY
BY: _____
Ramon Garcia, County Judge

ATTACHMENTS:

Exhibit A – Services to provided by the County--REVISED

Exhibit B – Services to be provided by Engineer--REVISED

Exhibit C – Work Schedule--OMITTED

Exhibit D – Fee Schedule--REVISED

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

5. The County shall adhere to Article 6 of the Contract with respect to Payment.

6. The County shall allocate money for the Acquisition of Property in a "revolving account". These funds associated with actual land value will be reimbursed to the county in accordance with the TxDOT ROW agreement.

EXHIBIT "B"

Services to be Provided by the Consultant

I. RIGHT-OF WAY FUNCTION

The work to be performed by the Consultant under this Contract shall consist of Providing Engineering Services required for the coordination with County for Right-of-Way Acquisition Services for the subject project.

The Consultant will perform all work efforts in accordance with the applicable/current requirements of Hidalgo County.

Right of Entry: It will be the responsibility of the Consultant to secure permission to enter private property for purposes of Engineering investigations. The Consultant will contact the property owner prior to any entry onto the owner's property.

The Consultant will be required to prepare and submit a formal (typewritten) progress report with a project schedule on a monthly basis.

Assist Precinct #3 in completing the Work Authorization and identifying the scope of work.

Coordinate with County on Progress of Estimates as to how
it affects the acquisition of ROW specifically all of the compensable utilities.

Attend Precinct #3 meetings on a bi-weekly basis for the project update.

Refine the cost for the monetary participation by the County for acquisition of the ROW costs.

Coordinate with the United Irrigation District.

Coordinate with the County to set up a Temporary Account for payment and reimbursements of funds used to pay parcel.

Establish an acceptable process with Precinct No. 3 for Coordination between the Title Company, the County Auditor's Office, & the County Clerk's Office.

The Consultant will provide original Field Notes and Parcel Sketches in conformance with TxDOT guidelines as outlined in Work Authorization No. 1.

The Consultant will review the Parcel Sketches for completeness to acquire the needed land for the proposed replacement parcel and coordinate with County on changes. This review includes identifying any easements that will affect the land to be acquired.

Prepare monthly meeting (Agenda/packets) for biweekly meetings with the County on progress of the project.

The Consultant will provide updated appraisals and review appraisals in compliance with TxDOT policy and Senate Bill 18.

Services to be Provided by the Acquisition Provider

1) Project Administration

   a) Negotiation of Scope of Services for Work Authorization
      i) Acquisition Provider will visit project site with County and District Personnel if necessary.

   b) Project Presence at L&G Consulting Office Headquarters
      i) Full Project Office
         (1) No Joint Use of TxDOT facilities
         (2) Open during normal state work hours
         (3) Personnel available to answer questions
         (4) Availability of Project Files
         (5) At least one office staff member is required to be a current commissioned notary public.

   c) Overhead Costs
      i) Administrative costs

   d) Communication
      i) Provide monthly progress reports with invoice.
      ii) Participate in project review meetings as determined by the County.
      iii) Prepare initial property owner contact list for use by the County in distribution of Acquisition Provider introduction letters.

   e) File Management
      i) Project and parcel files will be kept in the Precinct Office. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the Precinct office as they are generated or received by the Acquisition Provider.
      ii) Prepare warrant transmittal request utilizing standard payment submissions forms with supporting documentation.
      iii) Maintain records of all payments including warrant number, amount, and date paid, etc.
      iv) Provide copies of all incoming and outgoing correspondence as generated if requested by district at provider conference.
      v) Maintain copies of all correspondence and contacts with property owners.

2) Title Services

   a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

c) Secure title insurance for all parcels acquired, insuring acceptable title to Precinct. Written approval by Precinct required for any exception. **Cost of title insurance policies will be reimbursed by the Precinct upon proper billing by the Title Company to the County or L & G Consulting.**

3) Appraisal

a) Appraiser must be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from County. Maintain permission letters with appraisal reports.

c) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5, ROW-A-6, ROW-A-7, ROW-A-8 as applicable. These reports shall conform to TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to County of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by the County and recommended for approval by the County Consultant.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial <u>is not</u> part of this contract.

4) Appraisal Review

a) Review Appraiser shall be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract.

5) Appraisal Updates

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to County of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by the County Office and recommended for approval by the County Consultant or his/her assigns.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation, Tasks, and Fees

a) Analyze appraisal and appraisal review reports and confirm County's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County on applicable TxDOT forms.

d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal for billing purposes.

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact on TxDOT form D-15-94.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Consulting office in Mercedes once per week as agreed upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice. L&G Consulting will pay negotiator within twenty (20) working days.

n) An L&G Consulting staff negotiator will be attending negotiation meetings on an occasional basis.

o) The negotiator shall be available for any meeting/hearings as requested by the County Attorney.

p) The County will require its acquisition consultant provider to provide the land owner or its agent with a "Property Owner's Survey" form at the consummation of transaction. Furthermore, the provider will also obtain a "Receipt of Acknowledgement" signed by the landowner and the acquisition negotiator as to its delivery date. This form is to be provided by TxDOT; both in English and Spanish. Survey and acknowledgement to be in the County's parcel file.

7) Closing Service Fees

a) Coordinate with County and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the County.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the Commission prior to recording.

9) Condemnation Support

a) Pre-Hearing Support
   i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
   ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by TxDOT if applicable
   iii) Use the information from the Title Commitment to join all interested parties on the form RTE-49. Spouses of owners must also be joined.
   iv) Upon completion of the form in RTE-49, prepare a packet containing 2 copies each of the following documents: RTE-49 form, Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the County Precinct #1 Office for submission to the County Attorney's office.
   v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
   vi) Upon receipt of packet prepared by the County Selected Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the County Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.
   vii) The County shall file the Lis Pendens including the cause number with the County Clerk's Office.
   viii) Upon assignment of a court, the County shall file the Order Appointing

Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Commissioners by the judge, the County shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The County shall file all originals with the court and send copies marked "copy" to L & G Consulting.

xi) The County Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The County Attorney shall set the Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, County will approve the new value and the County's provider will make a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The County Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the County, Appraiser, and Negotiator.

xiv) After the hearing is set, the County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to Hidalgo County Precinct #3 offices.

xvi) The County's Selected Attorney shall send a reminder letter 2-3 weeks in advance to the Hidalgo County Precinct #3 offices, Acquisition Provider, three commissioners, court reporter, and TxDOT concerning Hearing dates.

d) Post Hearing Support (by County Attorney)

i) For the hearing, prepare Form RTE 73 and commissioners time sheets. Submit Form RTE-73 to Hidalgo County Precinct #3 office.

ii) Obtain the signatures of Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the Hidalgo County Precinct #3 with the Title Commitment to request the warrant in the amount of the Commissioners Award.

v) Send the Title Commitment and the Award to Hidalgo County Precinct #3 Office, along with individual commissioner's billing requesting the payment for their fees.

vi) File County warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.

vii) Take photograph of the interest to be acquired on the day of deposit for relocation verification.

viii) Send written notices of the date of deposit to the Hidalgo County Precinct #3 office and all interested parties.

ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.

x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the County Attorney's office for his further handling in accordance to the Eminent Domain process by the County of Hidalgo.

II. PHASE I ENVIRONMENTAL SITE ASSESMENT (ESA)

The work to be furnished by the **Engineer** under this work authorization is to provide **a Phase I Environmental Site Assessment (ESA) for a Property in rural Hidalgo County, Texas** along FM 681 known as the **Project.** This report will include the tasks listed in detail below.

The **Engineer** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified to be provided by the **Owner.**

The **Engineer** will develop/submit a work schedule that identifies milestone activities and/or deliverables, and that is conformable to the schedule outlined in **EXHIBIT "C".**

The **Engineer** shall provide the following services required for **the Project.** The Engineer shall maintain a direct line of communication and coordinate very closely with Hidalgo County on this project.

Specific activities to be performed by the **Engineer** include the following:

SCOPE OF WORK

L&G's approach for performing the Phase I ESA consists of three tasks: first, a review of the public record and an examination of the history of the property; second, an on-site investigation of the property; and third, preparation of a final report summarizing the findings and recommendations of the assessment. The main focus of this site assessment will be to determine if there are any chemical constituents or hazardous materials on the property L&G will use the American Society for Testing and Materials (ASTM) Publication E 1527-00 as technical guidance for the ESA.

Task 1.0 Compilation and Review of Public Records

This task serves to identify evidence in the public record of activities that may have resulted or could result in contamination or deposition of hazardous materials on the site. Activities to be conducted by L&G include:

- Performance of a detailed visual reconnaissance of every section of the site and adjacent properties to observe any signs that may indicate environmental concerns on the site.

- Compilation and review of pertinent public records (e.g., Texas Commission on Environmental Quality, U.S. Environmental Protection Agency, Texas Railroad Commission) regarding past, present and pending enforcement actions and/or investigations at the site and on the adjoining sites.

Task 2.0 Site Reconnaissance

A site reconnaissance will be performed to inspect for evidence of past and/or current presence of hazardous materials on the site and adjoining sites. In addition, L&G will evaluate any factors in the review of the public record that might be indicative of activities that resulted in hazardous materials being used or deposited on the site or that could result in contamination of the site. The site reconnaissance will include:

- Performance of a detailed visual reconnaissance of every section of the site and adjacent property to observe any signs which may indicate the presence of contaminants on the property and contaminant pathways to the property.
- Photographic documentation of all indicative features.

Task 3.0 Report Preparation

Upon completion of the above tasks, L&G will provide you with a written report documenting the Phase I findings. Unless directed otherwise, you will be the only recipient of our report, and no copies will be distributed without your prior approval.

Deliverables:
A Phase I Environmental Site Assessment Report

SUPPLEMENTAL NO. 2 TO WORK AUTHORIZATION NO. 1
EXHIBIT D-1
PROJECT FEE SCHEDULE AND ESTIMATED MANHOUR BREAKDOWN

FM 681
from FM 2221 TO SH 107

	MANHOURS												
	Senior Project Manager	Senior Engineer	Project Engineer	Senior Environmental Scientist /Specialist	Design Engineer	Environmental Scientist /Specialist	Engineer Tech	CADD Operator/ GIS Analyst	Admin / Clerical	Biologist	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
CONTRACT RATE	204.11	168.09	117.06	129.07	108.06	75.04	72.04	63.03	54.03	48.03			
SUPPLEMENTAL NO. 2 TO WORK AUTH. NO. 1													
FC 120 - Environmental													
Phase I Environmental Site Assessment (UID Parcel)	20			16		42		6	8		92		$ 10,109.42
FC 130 - ROW Parcel Sketches & Field Notes													
See D-1a (UID Parcel)	20											$ 3,310.00	$ 4,082.20
FC 130 - ROW Parcel Sketches & Field Notes													
See D-1b (Outfall Parcel)	20											$ 1,500.00	$ 4,082.20
FC 600 - Appraisal & Appraisal Review													
See D-1c (SB 18 Revisions)	20											$ 16,000.00	$ 4,082.20
FC 600 - ROW Acquisition Services													
See D-1d (UID Parcel)	20											$ 13,550.00	$ 4,082.20
SUB-TOTAL	**100**	**0**	**0**	**16**	**0**	**42**	**0**	**6**	**8**	**0**	**92**	**$ 34,360.00**	**$ 26,438.22**

Subtotal Manhour Fee with Sub-Consultant Costs	$	60,798.22

DIRECT EXPENSES:

Printing Reproduction	$ 250.00
Travel (200 mile @ $0.55/mile	$ 110.00
Truck Use in Field (1 Day)	$ 150.00
Data Search	$ 500.00
Subtotal Direct Expenses Costs:	$ 1,010.00

Total Project Fee:	$	61,808.22

Supplemental Agreement #2 For Work Authorization #1

Exhibit "D-1a"

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 12107

INVOICE

Customer	
Name: L & G Engineering Address: 2100 W. Expressway 83 City: Mercedes State: Texas Zip: 78570 Attn: Mr. Jacinto Garza, P.E.	Date: November 14, 2012 **Project: Section 2 (FM 681 Project)** **FM 2221/FM 492 from FM 2221 to SH 107**

Description
Contract No. C-09-192-06-08 Additional Surveying services completed for preparation of Right of Way Parcel Maps, Metes and Bounds Descriptions and strip map for Lot 49-5 West Addition to Sharyland Subdivision.

Amount Due This Invoice:	**$3,310.00**

Office Use Only

We Appreciate Your Business.

Supplemental Agreement #2 For Work Authorization #1

Exhibit "D-1b"

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 12099

INVOICE

Customer	
Name: L & G Engineering Address: 2100 W. Expressway 83 City: Mercedes State: Texas Zip: 78570 Attn: Mr. Jacinto Garza, P.E.	Date: November 14, 2012 **Project: Section 2 (FM 681 Project)** **FM 2221/FM 492 from FM 2221 to SH 107**

Description

Contract No. C-09-192-06-08

Right of Way Survey of proposed 85' Drainage Easement out of United Irrigation District Canal Right of Way out of Lots 46-1 and 47-1 West Addition to Sharyland Subdivision.

Amount Due This Invoice:	**$1,500.00**

Office Use Only

We Appreciate Your Business.

Supplemental Agreement No. 2 to Work Authorization No. 1

EXHIBIT "D-1c"

FEE SCHEDULE - L&G ENGINEERING's APPRAISAL & APPRAISAL REVIEW (SB 18 REVISIONS)

FM 681
Limits: From FM 2221 to SH 107
CSJ:0669-01-043

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in Exhibit B according to the Attachment D "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic. **The work and payment, for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Pct. 3- on a percent complete basis as approved by Hidalgo County Pct. 3.** L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Pct. 3. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Project Admin (Per Parcel)	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	**Relocation (Residential/ Business)	Grand Total of Task
53 parcels	$5,094.34	$600.00	$2,700.00	$800.00		$3,500.00	$200.00		
Sub Total of Tasks	$270,000.00	$31,800.00	$143,100.00	$42,400.00	$9,500.00 *	$185,500.00	$10,600.00	$12,000.00	**$704,900.00**
*** **Supplemental Request**				20 parcels @ $200.00 ea	40 parcels @ $300.00 ea				**$16,000.00**

(*) Appraisal Updates estimated at 35% of 53 parcels (19) at $500.00 each.
(**) Relocation assistance cost is for providing support data to TxDOT (Estimated 8 Relocations), so that TxDOT can perform the Relocation task.
•Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.
(***) Supplemental being requested to pay for additional Appraisal Reviews and Appraisals for SB 18 and Updates.

L&G Engineering
Direct Expenses

	Unit	Rate	Qty	Total
Auto Mileage	MI	$0.55	2717	$1,494
Reproduction Costs	EA	$0.20	6792	$1,358
Total Direct Expenses				**$2,853**
TOTAL L & G ENGINEERING PROJECT COSTS				**$723,752.83**

***	Appraisal Review =	20 Parcels @ $200.00 ea =	$4,000.00
	Appraisal Update =	40 Parcels @ $300.00 ea =	$12,000.00
		Total Request =	$16,000.00

Supplemental Breakdown
FM 681 "Exhibit D-1c"
Contract C-09-192-06-08

HLH Appraisal Services	Contract C-09-192-06-08	FM 681
Parcel Nos.	Review Updates	
30, 31, 32, 33, 35, 40, 41, 42, 49, 52A, 52B, 53, 56, 57, 59, 60, 61, 62, 73 & 77	20 Parcels @ $ 200.00 ea.	$4,000.00

Leonel Garza, Jr. & Assoc.	Contract C-09-192-06-08	FM 681
Parcel Nos.	SB 18 Updates	
30, 31, 32, 33, 35, 36, 37, 40, 41, 45, 46, 47, 48, 49, 50, 52, 53, 54, 55A, 55B, 56, 58, 59, 60, 61, 62, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76 & 77	40 Parcels @ $300.00 ea.	$12,000.00

Total = $16,000.00

EXHIBIT "D-1c"

Leonel Garza Jr. & Associates,LLC
1419 Dove Ste. 1
McAllen, TX 78504
Phone # 956-687-7295

TIN# 74-2948770

Invoice

Date	Invoice #
8/30/2011	1767

L & G Engineering
c/o Fred Herrera & Luana Gonzalez
900 S. Stewart Road Ste 9
Mission, Texas 78572

P.O. No.	Terms	Job
	Net 30	FM 681

Item	Quantity	Office File#	Description	Rate	Amount
Right of Way		1470	FM 681 Parcel 30 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1471	FM 681 Parcel 31 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1472	FM 681 Parcel 32 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1473	FM 681 Parcel 33 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1475	FM 681 Parcel 35 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1476	FM 681 Parcel 36 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1477	FM 681 Parcel 37 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1480	FM 681 Parcel 40 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1481	FM 681 Parcel 41 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1485	FM 681 Parcel 45 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1486	FM 681 Parcel 46 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1487	FM 681 Parcel 47 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00

All work is complete!

Total

Fax # 956-687-9236 leonel3@garza-associates.com

EXHIBIT "D-1c"

Leonel Garza Jr. & Associates,LLC
1419 Dove Ste. 1
McAllen, TX 78504
Phone # 956-687-7295

TIN# 74-2948770

Invoice

Date	Invoice #
8/30/2011	1767

L & G Engineering
c/o Fred Herrera & Luana Gonzalez
900 S. Stewart Road Ste 9
Mission, Texas 78572

P.O. No.	Terms	Job
	Net 30	FM 681

Item	Quantity	Office File#	Description	Rate	Amount
Right of Way		1488	FM 681 Parcel 48 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1489	FM 681 Parcel 49 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1490	FM 681 Parcel 50 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1492	FM 681 Parcel 52 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1493	FM 681 Parcel 53 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1494	FM 681 Parcel 54 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1495	FM 681 Parcel 55 A Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1495	FM 681 Parcel 55 B Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1496	FM 681 Parcel 56 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1498	FM 681 Parcel 58 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1499	FM 681 Parcel 59 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1500	FM 681 Parcel 60 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00

All work is complete!

Total

Fax # 956-687-9236 leonel3@garza-associates.com

EXHIBIT "D-1c"

Leonel Garza Jr. & Associates,LLC
1419 Dove Ste. 1
McAllen, TX 78504
Phone # 956-687-7295

TIN# 74-2948770

Invoice

Date	Invoice #
8/30/2011	1767

L & G Engineering
c/o Fred Herrera & Luana Gonzalez
900 S. Stewart Road Ste 9
Mission, Texas 78572

P.O. No.	Terms	Job
	Net 30	FM 681

Item	Quantity	Office File#	Description	Rate	Amount
Right of Way		1501	FM 681 Parcel 61 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1502	FM 681 Parcel 62 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1504	FM 681 Parcel 64 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1505	FM 681 Parcel 65 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1506	FM 681 Parcel 66 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1507	FM 681 Parcel 67 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1508	FM 681 Parcel 68 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1509	FM 681 Parcel 69 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1510	FM 681 Parcel 70 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1511	FM 681 Parcel 71 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1512	FM 681 Parcel 72 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1513	FM 681 Parcel 73 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00

All work is complete!

Total

Fax # 956-687-9236 leonel3@garza-associates.com

EXHIBIT "D-1c"

Leonel Garza Jr. & Associates,LLC
1419 Dove Ste. 1
McAllen, TX 78504
Phone # 956-687-7295

TIN# 74-2948770

Invoice

Date	Invoice #
8/30/2011	1767

L & G Engineering
c/o Fred Herrera & Luana Gonzalez
900 S. Stewart Road Ste 9
Mission, Texas 78572

P.O. No.	Terms	Job
	Net 30	FM 681

Item	Quantity	Office File#	Description	Rate	Amount
Right of Way		1514	FM 681 Parcel 74 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1515	FM 681 Parcel 75 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1516	FM 681 Parcel 76 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1517	FM 681 Parcel 77 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00

All work is complete!

Total $12,000.00

Fax # 956-687-9236 leonel3@garza-associates.com

EXHIBIT "D-1c"

HLH APPRAISAL SERVICES

Specializing in Appraisal Review of Road and Drainage Projects

UPDATES INVOICE NO. 1
SEPTEMBER 10, 2012

ITEMIZED BILLING STATEMENT FOR UPDATED APPRAISAL REVIEWS WORK PERFORMED ON FM 681 PROJECT, RCSJ 0669-01-052, HIDALGO COUNTY, TEXAS.

THE BILLING IS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF OF CONTRACT AGREEMENT EXECUTED ON AUGUST 3, 2010 AND WORK AUTHORIZATION NO. 2 EXECUTED ON SEPTEMBER 21, 2010 BETWEEN L & G ENGINEERING ("Engineer") AND HLH APPRAISAL SERVICES, ("CONSULTANT")

Parcel No. 30 -	200.00
Parcel No. 31-	200.00
Parcel No. 32-	200.00
Parcel No. 33-	200.00
Parcel No. 35-	200.00
Parcel No. 40-	200.00
Parcel No. 41-	200.00
Parcel No. 42-	200.00
Parcel No. 49-	200.00
Parcel No. 52A-	200.00
Parcel No. 52B-	200.00
Parcel No. 53-	200.00
Parcel No. 56-	200.00
Parcel No. 57	200.00
Parcel No. 59 -	200.00
Parcel No. 60 -	200.00
Parcel No. 61-	200.00
Parcel No. 62-	200.00
Parcel No. 73-	200.00
Parcel No. 77-	200.00
	$4,000.00

Twenty (20) parcels at $200.00 per parcel totals $4,000.00

Harvey L. Heerssen – Review Appraiser
Tx. State Certified General Real Estate Appraiser
No. TX-1327190-G
6107 Aberton Forest Drive
Houston, Tx. 77084

9-10-12
Date

Supplemental Agreement #2 for Work Authorization #1

EXHIBIT "D-1d"

FEE SCHEDULE - L&G ENGINEERING's ROW ACQUISITION SERVICES

UNITED IRRIGATION DISTRICT

FM 681: Right of Way Acquisition Services for FM 681-FM 2221 Proposed Right-Of-Way out of Lot 49-5, West Addition to Sharyland Subdivision, Hidalgo County, Texas, Land Owner: Francisco Tijerina, Doc #384476

Services to be Provided by L&G Engineering

This is a lump sum cost proposal.

RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Total Cost to Acquire 1 Parcel*	Grand Total of Task
1	$13,550.00	
		$, 13,550.00

* Cost includes condemnation support, if needed.

AI-36847 **Purchasing Department 16. C. 2.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted By: Rocio Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Supplemental Agreement No. 2 to Work Authorization No. 1 (an increase in the amount of ($27,065.60),for current contract with L&G Consulting Engineering, Inc. for the "FM 2221 from (FM 681 TO SH 364) for Hidalgo. C-192A-06-08

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1315-431-00-123-071-0-841

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

BUDGETARY IMPACT:

Available balance as of 2-15-13 $52,609.39

Attachments

Supplemental No. 2 WA1

Form Review

Form Started By: Rocio Villarreal Started On: 02/26/2013

Final Approval Date: 02/22/2013

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.2
TO WORK AUTHORIZATION NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-09-192A-06-08

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between the **HIDALGO COUNTY**, hereinafter called the "**Owner**", and **L&G Consulting Engineers Inc,** professional engineers of Mercedes, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 8TH day of June, 2009 concerning professional engineering services for "FM 2221" from (FM 681 to SH 364) (including Right – of – Way Mapping and Right – of – Way Acquisition) for Hidalgo County Precinct No. 3 hereinafter referred to as the "Project"; and, executed Work Authorization No. 1 under said agreement on the 8th day of June 2009; and,

WHEREAS, Work Authorization No. 1, Section Part 1 of the Agreement, Scope of Work, establishes the scope of work is for the Engineer to Provide Engineering Services required for the preparation of Right – of – Way Mapping, Surveying, Right – of – Way Acquisition Services and Roadway Design for the reconstruction of FM 2221 from FM 681 to SH 364; and,

WHEREAS, it has become necessary to amend "Exhibit B – Services to be provided by the Engineer" as follows (See Exhibit B – Revised for Details):

- The Consultant will provide updated appraisals and review appraisals in compliance with TxDOT policy and Senate Bill 18.
- The Consultant will provide original Field Notes and Parcel Sketches in conformance with TxDOT guidelines as outlined in Work Authorization No. 1; and,

WHEREAS, it has become necessary to amend EXHIBIT "D" of Work Authorization No. 1, Section Part 2 of the Agreement, Estimated Cost, to increase original Work Authorization amount of $875,185.40 to $902,251.00; therefore the amount of Supplemental No. 2 is $27,065.60.

NOW, THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement is** amended as follows:

1. Section of the **Agreement,** EXHIBIT "A" – SERVICES TO BE PROVIDED BY THE COUNTY, EXHIBIT "B" – SERVICES TO BE PROVIDED BY THE ENGINEER and EXHIBIT "D" – FEE SCHEDULE, are revised to reflect the above listed modifications of this Supplemental.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement No. 2 to be effective as of the ___day of _____, 2013.

ENGINEER:
L&G CONSULTING ENGINEERS, INC.

BY: _____
Jacinto Garza P.E., President

OWNER:
HIDALGO COUNTY
BY: _____
Ramon Garcia, County Judge

ATTACHMENTS:

Exhibit A – Services to provided by the County--REVISED

Exhibit B – Services to be provided by Engineer--REVISED

Exhibit C – Work Schedule--OMITTED

Exhibit D – Fee Schedule--REVISED

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

3. The County will process all acceptable requests for payment in a timely manner.

4. The County shall adhere to Article 6 of the Contract with respect to Payment.

EXHIBIT "B"

Services to be Provided by the Consultant

I. RIGHT-OF WAY FUNCTION

The Consultant will perform all work efforts in accordance with the applicable/current requirements of Hidalgo County.

The Consultant will be required to prepare and submit a formal (typewritten) progress report with a project schedule on a monthly basis.

Assist Precinct #3 in completing the Work Authorization and identifying the scope of work.

Attend Precinct #3 meetings on a bi-weekly basis for the project update.

Establish an acceptable process with Precinct No. 3 for Coordination between the Title Company, the County Auditor's Office, & the County Clerk's Office.

The Consultant will provide original Field Notes and Parcel Sketches in conformance with TxDOT guidelines as outlined in Work Authorization No. 1.

The Consultant will review the Parcel Sketches for completeness to acquire the needed land for the proposed replacement parcel and coordinate with County on changes. This review includes identifying any easements that will affect the land to be acquired.

Prepare monthly meeting (Agenda/packets) for biweekly meetings with the County on progress of the project.

The Consultant will provide updated appraisals and review appraisals in compliance with TxDOT policy and Senate Bill 18.

SUPPLEMENTAL NO. 2 TO WORK AUTHORIZATION NO. 1
EXHIBIT D-1
PROJECT FEE SCHEDULE AND ESTIMATED MANHOUR BREAKDOWN

FM 2221
from FM 681 TO SH 364

	MANHOURS												
	Senior Project Manager	Senior Engineer	Project Engineer	Senior Environmental Scientist /Specialist	Design Engineer	Environmental Scientist /Specialist	Engineer Tech	CADD Operator/ GIS Analyst	Admin / Clerical	Biologist	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
CONTRACT RATE	204.11	168.09	117.06	129.07	108.06	75.04	72.04	63.03	54.03	48.03			
SUPPLEMENTAL NO. 2 TO WORK AUTH. NO. 1													
FC 130 - ROW Parcel Sketches & Field Notes													
See D-1a (Parcel 1E & 18E)	24	24										$ 3,000.00	$ 8,932.80
FC 600 - Appraisal & Appraisal Review													
See D-1b (SB 18 Revisions)	24	24										$ 6,200.00	$ 8,932.80
SUB-TOTAL	**48**	**48**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 9,200.00**	**$ 17,865.60**

Subtotal Manhour Fee with Sub-Consultant Costs	$	27,065.60
Total Project Fee:	$	27,065.60

Supplemental Agreement #2 For Work Authorization #1

Exhibit "D-1a"

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 12099-A

INVOICE

Customer	
Name: L & G Engineering Address: 2100 W. Expressway 83 City: Mercedes State: Texas Zip: 78570 Attn: Mr. Jacinto Garza, P.E.	Date: November 14, 2012 **Project: Section 2 (FM 681 Project)** **FM 2221/FM 492 from FM 2221 to SH 107**

Description
Contract No. C-09-192A-06-08 Additional Surveying services completed for preparation of Right of Way Parcels out of La Homa Citrus Groves No. 2 Subdivision (Sharyland Water Supply Corp. Easements).

Amount Due This Invoice:	**$3,000.00**

Office Use Only

We Appreciate Your Business.

Supplemental Agreement No. 2 for Work Authorization No. 1

EXHIBIT "D-1b"

FEE SCHEDULE - L&G ENGINEERING's APPRAISAL & APPRAISAL REVIEW (SB 18 REVISIONS)

Project: FM 2221
Limits: From FM 681 to SH 364
CSJ:0862-01-037

The following is an estimated Parcel No. Cost for completing the subject project's Right-of-Way Acquisition Services as outlined in Exhibit B according to the Attachment D "Fee Schedule" of the contract. The parcels are estimated from the approved Schematic. **The work and payment, for these services will be accomplished by L&G Engineering and approved and paid for by Hidalgo County Pct. 3- on a percent complete basis as approved by Hidalgo County Pct. 3.** L&G Engineering will be completing the work on the approximate schedule provided in Attachment C of this Work Order or as approved by Hidalgo County Pct. 3. The Parcels will be acquired either by completing the entire negotiation of the parcel or by modifying the approved schematic to acquire the parcels. This is a lump sum cost proposal.

RIGHT-OF-WAY ACQUISITION SERVICES

Estimated Number of Parcels	Project Admin (Per Parcel)	Title Services Per Parcel	Appraisal Services Per Parcel	Appraisal Review Per Parcel	Appraisal Update	Negotiation Fees Per Parcel	Closing Services Per Parcel	**Relocation (Residential/ Business)	Grand Total of Task
32 parcels	$4,494.54	$600.00	$2,700.00	$800.00		$3,500.00	$200.00		
Sub Total of Tasks	$143,825.00	$19,200.00	$86,400.00	$25,600.00	$4,500.00 *	$112,000.00	$6,400.00	$6,000.00	**$403,925.00**
*** **Supplemental Request**				16 parcels @ $200.00	10 parcels @ $300.00				**$6,200.00**

(*) Appraisal Updates estimated at 28% of 32 parcels (9) at $500.00 each.
(**) Relocation assistance cost is for providing support data to TxDOT (Estimated 4 Relocations), so that TxDOT can perform the Relocation task.
•Any condemnation support required will be provided by L&G Engineering as part of the administrative costs.
(***) Supplemental being requested to pay for additional Appraisal Reviews and Appraisals for SB 18 Updates.

L&G Engineering Direct Expenses

	Unit	Rate	Qty	Total	
Auto Mileage	MI	$0.55	1283	$705.66	
Reproduction Costs	EA	$0.20	3208	$641.51	
Total Direct Expenses				**$1,347.17**	
TOTAL L & G ENGINEERING PROJECT COSTS					**$411,472.17**

*** Appraisal Review = 16 Parcels @ $200.00 ea = $3,200.00
Appraisal Update = 10 Parcels @ $300.00 ea = $3,000.00
Total Request = $6,200.00

Supplemental Breakdown
FM 2221 Exhibit "D-1b"
Contract C-09-192A-06-08

HLH Appraisal Services	Contract C-09-192A-06-08	FM 2221	
Parcel Nos.	Review Updates		
2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 20, 22, 23 & 24	16 Parcels @ $200.00 ea.		$3,200.00

Leonel Garza, Jr. & Assoc.	Contract C-09-192A-06-08	FM 2221	
Parcel Nos.	SB 18 Updates		
6, 7, 8, 9, 10, 14, 15, 16, 17 & 18	10 Parcels @ $300.00 ea.		$3,000.00

Total = $6,200.00

EXHIBIT "D-1b"

Leonel Garza Jr. & Associates,LLC
1419 Dove Ste. 1
McAllen, TX 78504
Phone # 956-687-7295

TIN# 74-2948770

Invoice

Date	Invoice #
8/30/2011	1768

L & G Engineering
c/o Fred Herrera & Luana Gonzalez
900 S. Stewart Road Ste 9
Mission, Texas 78572

P.O. No.	Terms	Job
	Net 30	FM 681

Item	Quantity	Office File#	Description	Rate	Amount
Right of Way		1446	FM 681 Parcel 6 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1447	FM 681 Parcel 7 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1448	FM 681 Parcel 8 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1449	FM 681 Parcel 9 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1450	FM 681 Parcel 10 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1454	FM 681 Parcel 14 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1455	FM 681 Parcel 15 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1456	FM 681 Parcel 16 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1457	FM 681 Parcel 17 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00
Right of Way		1458	FM 681 Parcel 18 Revisions to Appraisal Report Based on Senate Bill 18	300.00	300.00

All work is complete!

Total $3,000.00

Fax # 956-687-9236 leonel3@garza-associates.com

EXHIBIT "D-1b"

HLH APPRAISAL SERVICES

Specializing in Appraisal Review of Road and Drainage Projects

UPDATES INVOICE NO. 1
SEPTEMBER 10, 2012

ITEMIZED BILLING STATEMENT FOR UPDATED APPRAISAL REVIEW WORK PERFORMED ON FM FM 2221, RCSJ 0862-01-046, HIDALGO COUNTY, TEXAS.

THE BILLING IS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF OF CONTRACT AGREEMENT EXECUTED ON AUGUST 3, 2010 AND WORK AUTHORIZATION NO. 2 EXECUTED ON SEPTEMBER 21, 2010 BETWEEN L & G ENGINEERING ("Engineer") AND HLH APPRAISAL SERVICES, ("CONSULTANT")

Parcel No. 2-	$	200.00
Parcel No. 4-		200.00
Parcel No. 5-		200.00
Parcel No. 6-		200.00
Parcel No. 7-		200.00
Parcel No. 8-		200.00
Parcel No. 9-		200.00
Parcel No. 10-		200.00
Parcel No. 12-		200.00
Parcel No. 13-		200.00
Parcel No. 15-		200.00
Parcel No. 16-		200.00
		2,400.00

Twelve (12) parcels at $200.00 per parcel totals $2,400.00

Harvey L. Heerssen – Review Appraiser
Tx. State Certified General Real Estate Appraiser
No. TX-1327190-G
6107 Aberton Forest Drive
Houston, Tx. 77084

9-10-12
Date

AI-36858 **Purchasing Department 16. C. 3.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute a Professional Surveying Services (On an As Needed Basis) contract/agreement for the provision of surveying services for "Projects located within Hidalgo County Precinct No. 3 ," with RODS Surveying, as authorized & approved for negotiations by CC on 12/28/12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Funds available as of 2-22-13. Possible funding source is Pct. 3 Rd. Maint. Funding source(s) to be used is contingent on projects identified which require surveying services. Services are on an "as needed" basis.

Attachments

RODS Surveying contract

Form Review

Form Started By: Rocio Villarreal Started On: 02/26/2013

Final Approval Date: 02/22/2013

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-13-034-02-26

THIS AGREEMENT is made effective the **26th** day of February**, 2013**, by and between the **County of Hidalgo, Texas** ("County") and **RODS Surveying, Inc.** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires "Surveying Services" for **"Road and Bridge, C.I.P. and Other Projects in General" (on call and an as needed basis)** located within **Hidalgo County Precinct No. 3,** and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services," and

WHEREAS, from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

WHEREAS, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 3, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County "Surveying services" for and in connection to the: **"Road and Bridge, C.I.P. and Other Projects in General" (on call and on an as needed basis)** located within **Hidalgo County Precinct No. 3,** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor." ***In the event the Surveyor does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scopes of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Term.** This Agreement shall commence upon approval of this agreement for a term of **one (1) year,** effective **February 26, 2013,** expiring, **February 25, 2014** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each **"Purchase Order".**

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. **Non-Exclusive Services of Surveyor** Hidalgo County reserves the right to request these services from other sources other than the Surveyor and shall not be in

violation of any terms or conditions of this Agreement.

4. **Compensation.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. 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 of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

5. **Progress.** Upon acceptance of a work order, the Surveyor shall undertake and complete the authorized work. The County or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the County, or at other agreed upon locations.

6. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor 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 the work.

7. **Amendments.** If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor 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 Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B" "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting.** The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the agreement, including:

1. 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.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this agreement, all documents prepared by the Surveyor or furnished to the Surveyor 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 Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this agreement.

10. **Independent Contractor.** Surveyor 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 Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor 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. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** The County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. **Insurance.** Surveyor 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 department a certificate of insurance, Exhibit "C,"

issued by the insurer that such insurance is in full force and effect.

13. **No Assignment.** Except as otherwise herein provided, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

14. **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 within the legal requirements and only during the time such conflict exists.

15. **Termination by County.** If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor 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 Surveyor.

16. **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.

17. **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 Surveyor, and not

otherwise.

18. **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.

19. **Hold Harmless.** In the event Surveyor 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, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor=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.

20. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, 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.

21. **Notices.** Except 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 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 302 W. University Drive Edinburg, Texas 78539
If to Surveyor:	RODS Surveying, Inc. William Pete McCown, RPLS, Edinburg Branch Manager 5403 Mile 8 ½ Rd Edinburg, Texas 78541

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 addressee or, if mailed, at such time as it is deposited in the Unites States mail.

22. **Execution 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.

23. **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.

24. **Gender.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. **Authority.** The execution and performance of this Agreement by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

26. **Commitment of Current Revenues.** In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Surveyor. The 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 the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the **Surveyor** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____day of _____, 2013.

SURVEYOR:
RODS Surveying, Inc.

BY:_____
William Pete McCown, RPLS, Branch Manager

OWNER:
HIDALGO COUNTY

BY:_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Surveyor
EXHIBIT B	-Surveying Rate Schedule
EXHIBIT C	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A-1"
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 Surveyors Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2012-005-01-18-YZV

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/yzv

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 Surveyors Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2012-005-01-18-YZV

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2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	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 Surveyors Services Pool"

RFQ NO: 2012-005-01-18-YZV

Acceptance Due Date: **January 18, 2012**

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

Project Buyer Contact Information:

Yolanda Velasquez, Buyer II
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Surveyors 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 – 2012-005-01-18-YZV-"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Surveyors 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 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 Surveyors 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 78539CHidalgo 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 Surveyors 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: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

RFQ № 2012-005-01-18-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Surveyors (firms) in order to establish a pre-qualified pool 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 Real Estate Surveyors 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 **"Real Estate Surveyors 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:

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 (3) 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's 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 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) 292-76120or via e-mail: yolanda.velasquez@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 respondents 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 Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.

2. Topographical survey, including establishment of survey bench mark.

3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.

4. Local Registered Professional Licensed Surveyor to verify all information and certify all required hard copies.

5. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

a) Firm name, address, phone number and person to contact regarding the Statement of Qualification.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

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.

g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

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 and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The surveyor should include copies of their Professional Liability Insurance.

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.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) **FIRM CAPABILITIES:** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various requested projects simultaneously
   i) Completion of projects within budgets

3. **STAFFING:**

   25 points

   a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Surveyor 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 Real Estate Surveyor 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) 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;

EXHIBIT "B"
EVALUATION CRITERIA
PROFESSIONAL SURVEYING SERVICES
RFQ No. 2012-005-01-18-YZV

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. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

EXHIBIT "B"
EVALUATION CRITERIA
PROFESSIONAL SURVEYING SERVICES
RFQ No. 2012-005-01-18-YZV

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL _____
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL _____
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

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	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	$
					DUCTS – 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

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGEMENT SERVICES"

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.:** _____

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 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)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ 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) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 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

		–							

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** ▶ | **Date** ▶

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 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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SURVEYORS SERVICES POOL

RFQ No.: 2012-005-01-18-YZV

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

_____ 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 Original, 7 Copies, and 2 CD's containing a complete copy of Response.

_____ _____

SIGNATURE DATE

EXHIBIT "A"

Scope of Services to be provided by the Surveyor

EXHIBIT "A"

Scope of Services to be Provided by the Surveyor

RODS Project No: 513-21302-000

Client:	Hidalgo County Precinct No.3
Contract:	C-13-034-01-22
Desc:	"Road and Bridge, C.I.P and Other Projects in General"

DESIGN SURVEYING

A. Design Surveys

1. Field inspect project site and discuss proposed improvements with project engineer or designated Hidalgo County Precinct No. 3 representative. Determine in detail the information required by the project engineer and the format of the deliverables. All design surveys performed by RODS Surveying are under the direct supervision of an RPLS who will coordinate directly with the project engineer or other Hidalgo County Precinct No.3 representative.

2. Secure copies of Hidalgo County Precinct No.3 plans and right-of-way maps of the existing facility. Existing plans and maps can serve as quality assurance documents that all existing utilities and improvements are included in the surveys.

3. Compile all plans, maps and ground control information and review scope and purpose of surveys with field crew (s) and lead technician selected for the project.

4. Recover existing ground control or establish ground control. All horizontal ground control is established with static GPS and supervised by an RPLS who is a full time GPS mission planning and post processing specialist. Vertical ground control may be established with static GPS or differentially with digital levels depending on the project circumstances and the requirements of the District.

5. Locate and describe improvements and utilities for planimetric mapping and take cross sections and/or map terrain break lines and spot elevations for digital terrain modeling. Drainage structures, safety end treatments, bridge details and signage may be photographed with a digital camera for clarification when preparing deliverables. All occupied and backsight station set ups and instrument heights are field checked by tying to a third

control point before vacating the occupied station. Target poles are fixed-height poles to minimize target height errors.

6. Process data collection files and review for errors and conformance to standardized procedures and policies.

7. Import SDMS (.prj) files into SDMS Processor or CAICE for processing and review data for anomalies.

8. Field inspect improvements, utilities and digital terrain modeling. This task is performed by a technician after all data collection files are processed and improvements and utilities are plotted.

9. Prepare Microstation 8 and Geopak 2004 (2D.dgn, 3D.dgn., .dat, and .tin) files and CAICE (.arc) files.

10. Make final review of files. This review is made by the supervising RPLS in conjunction with the lead technician working on the project.

11. Submit deliverables to Hidalgo County Precinct No.3 for review.

12. Address any questions or concerns voiced by Hidalgo County Precinct No.3 personnel, supplement and edit files as necessary, and resubmit deliverables.

Design Survey Deliverables

Deliverables for design surveys will consist of paper plots of planimetric and topographic surveys as required, copies of field survey processing reports and point tabulations on bond paper, photostatic copies of utility research and field notes, Microstation 8 and Geopak 2004 (2D.dgn, 3D.dgn., .dat, .tin, and .gpk) files, SDMS (.ctl, .prj, .cal), and CAICE (.arc) files as requested. This listing is representative of design survey deliverables and may vary depending on the requirements of the individual District.

Horizontal & Vertical Control

B. H&V Control for Aerial Mapping

1. Field inspect project site, review panel layout if prepared by Hidalgo County Precinct No.3, and discuss proposed flight with the project engineer or designated Hidalgo County Precinct No.3 representative. All aerial mapping ground control projects performed by RODS Surveying are under the direct supervision of an RPLS who will coordinate directly with the photogrammetrist, project engineer or designated Hidalgo County Precinct No.3 representative.

2. If not prepared by Hidalgo County Precinct No.3, prepare a panel layout according to Hidalgo County Precinct No.3 standards and submit for review.

3. Recover existing ground control or establish ground control. All horizontal ground control is established with static GPS and supervised by an RPLS who is a full time GPS mission planning and post processing specialist. Vertical ground control may be established with static GPS or differentially with digital levels depending on the project circumstances and the preferences of the District. In the event the center panels and established ground control are not one in the same, establish the coordinates and elevations for center panels and the elevations for wing panels. All traverses used to establish coordinates and elevations must be completely closed and not begin and end on the same control points.

4. Process all GPS data collection files, total station/data collector files and digital level files. Review data for errors and conformance to standardized procedures and policies.

5. Prepare control book.

6. Make final review of control book. This review is made by the supervising RPLS in conjunction with the lead technician working on the project.

7. Submit control book to Hidalgo County Precinct No.3 for review.

8. Address any questions or concerns voiced by Hidalgo County Precinct No.3 personnel, supplement and edit data as necessary, and resubmit control book.

Horizontal and Vertical Control for Aerial Mapping Deliverables

The primary deliverable for an aerial mapping ground control project will consist of a control book which contains;

1. Project control layout used to identify the limits of the project within a city or county wide area. The map will be of sufficient detail to show the proximity of the center panels and offsite control points with respect to local streets and major landmarks and will include the coordinates, elevations and bearing/distance between consecutive points

2. Primary control point layout sketch showing the relative position of NGS or Hidalgo County Precinct No.3 control stations which were used as the basis for the surveys with respect to the major aerial photography ground control points.

3. Datum statement sheet which describes the NGS or Hidalgo County Precinct No.3 control stations used and the horizontal and vertical datum of those stations, grid to surface adjustment factors, metric to English

conversion factors, and the surveying equipment and processing software used to establish horizontal and vertical values for the control points.

4. Tabulations of the grid, surface and geographic coordinates and elevations derived for the control points.

5. Control sketch, which is signed and sealed by the supervising RPLS, for each major control point which includes a datum statement; grid, surface and geographic coordinates; elevation; surface adjustment factor; date set; physical description of point; and a recovery sketch.

6. Copy of all statistical reports for GPS surveys and closure reports f or conventional surveys.

7. Copy of all NGS or Hidalgo County Precinct No.3 monumentation sheets for control stations upon which the surveys are based.

8. Copy of all survey crew field notes.

In the event the District does not require all items listed above, only those items required will be provided. This listing is representative of aerial mapping ground control deliverables and may vary depending on the requirements of the individual District.

RIGHT-OF-WAY Mapping

C. Right-of-Way Documents - The **Surveyor** will utilize State examples and provide the following:

1. Request right-of- entry and inform property owners of purpose for surveys. RODS Surveying will request the name of a Hidalgo County Precinct No.3 contact person that would be responsible for addressing specific questions regarding proposed improvements.

2. Research real property records and other public records (State, County, City, etc.). RODS Surveying will utilize the services of a permanent professional research firm of demonstrated competence.

3. Prepare a digital working sketch of property lines based of deed research to be used by field crews to locate corners and right-of-way line markers, and later by technicians for analysis purposes.

4. Superimpose working sketch on Hidalgo County Precinct No.3 or commercially available aerial images to identify parent tracts, identify landlocked parcels, and review impacts to improvements and land use.

5. Field locate improvements and utilities, and make preliminary recovery of property corners and existing right-of-way line markers based on the working sketch.

6. Perform calculations and analysis to determine property line and existing right-of-way line locations. An RPLS will normally perform this function, but may be assisted by an experienced technician to the extent the RPLS is familiar with and confident in the abilities of the technician.

7. Field locate property corners and existing right-of-way line markers not recovered during the preliminary survey. The field crews will be provided search coordinates for this purpose. All existing corners must be recovered. No property line or existing right-of-way line location will be defined by calls when controlling monumentation exists.

8. Field inspection of improvements and utilities. This task is performed by a technician after all data collection files are processed and improvements and utilities are plotted.

9. Finalize property line and existing right-of-way line locations. All final locations are reviewed in depth by the supervising RPLS.

10. Monument existing and/or proposed right-of-way lines as required by the District. All monuments set are field verified to be in the correct location by relocating the monument from control other than the control used to set the monument.

11. Prepare right-of- way map sheets, parcel plats and property descriptions. It should be noted that policies and requirements change with time. A map prepared for a District a year ago may not be exactly what is required of the same District today. RODS Surveying works closely with the designated Hidalgo County Precinct No.3 representative to insure that deliverables meet the requirements of the individual District.

12. Proofread all right- of-way mapping documents to insure consistency of presentation and elimination of errors.

13. Submit mapping deliverables for Hidalgo County Precinct No.3 review.

14. Address any mark ups made by Hidalgo County Precinct No.3 personnel and resubmit mapping.

Right-of-Way Mapping Deliverables

Deliverables for right-of-way mapping will consist of paper and mylar plots of the map sheets and parcel plats as required, copies of property descriptions on bond paper, area calculation sheets on bond paper, photostatic copies of research records, Microstation 7 (.dgn) files of the right-of-way map sheets and parcels plats, Microsoft Word (.doc) files of the property descriptions, ASCII (.txt) files of the area calculation sheets and the Geopak 2004 (.gpk) file of all mapping data. This listing is representative of right-of-way mapping deliverables and may vary depending on the requirements of the individual District.

EXHIBIT "B"
Surveying Rate Schedule

EXHIBIT "C"
Insurance Requirements

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2013

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 Mel Newsom, State Farm Insurance 8203 Willow Place So., Suite 170 Houston, Texas 77070	CONTACT NAME: Mel Newsom PHONE (A/C, No, Ext): 281-469-4900 FAX (A/C, No): 281-469-8666 E-MAIL ADDRESS: Mel.newsom.b31g@statefarm.com
INSURED RODS Surveying Inc 6818 Lee Road Spring, TX 77379	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Fire and Casualty Company — 25143 INSURER B : State Farm Mutual Automobile Insurance Company — 25178 INSURER C : 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 [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Completed operations [X] Valuable Papers GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	Y	Y	90-BX-B508-7L	12/31/2011	12/31/2013	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	F70 0753-F31-53	12/31/2011	12/31/20130	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 500,000 $ 500,000 $ 100,000
A	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	90-BB-Q293-3F	12/31/2011	12/31/2013	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	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)

Hidalgo County is named as additional insured on all commercial general liability and automobile liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 Highway Bus. 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2012

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.	
State Insurance Agency, Inc PO Box 619 San Augustine TX 75972 (936) 275-3443	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Rods Surveying, Inc. 6810 Lee Rd. Suite 100 Spring TX 77379-	INSURER A: TEXAS MUTUAL	
	INSURER B: U.S. SPECIALTY INSURANCE COMPANY	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (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	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under SPECIAL PROVISIONS below	TSF-0001232192	12/31/2012	12/31/2013	X WC STATU-TORY LIMITS X OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B		OTHER PROFESSIONAL LIABILITY	USS1222666	02/20/2012	02/20/2013	OCCURRENCE	2,000,000
						AGGREGATE	2,000,000

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

HILDALGO COUNTY IS LISTED AS AN ADDITIONAL INSURED WITH REGARDS TO THE WORKERS COMPENSATION POLICY.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S. HIGHWAY BUS. 281
EDINBURG TX 78539-

CANCELLATION

AI 000836

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXXXXXX~~ 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

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State Farm Insurance Company
Business Automobile Policy
Fleet Schedule

Insured: RODS SURVEYING INC AND ROBERTO OB Company: State Farm Insurance Co
Policy Descr: F70 0753-F31-53R
Experience Rate Modifier: .76
Eff Date: 12/31/2012 Exp Date: 12/31/2013

****

Vehicle #1
Desc: 1999 - FORD F250 PU (#029) VIN: 1FTNW21F8XEE40984
Territory: 096
DRG: 000 GRG: 000 Anti-Theft: None
City Code: Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$671.27

Vehicle #2
Desc: 2003 - FORD PICKUP (#049) VIN: 1FTNW21P83EC37967
Territory: 096
DRG: 011 GRG: 011 Anti-Theft: B
City Code: Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #3

Desc: 2004 - FORD F250 PICKUP (#052)
VIN: 1FTNK21P24EA79921

Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #4

Desc: 2004 - MERCURY GR MARQUIS 4DR (#053)
VIN: 2MEFM75W74X614067

Territory: 096
DRG: 017 GRG: 019
Anti-Theft: B
City Code:
Stated Amount: none
Class: 1301000000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$260.33
PD	$100k	$308.57
PIP	$2,500	$33.84
COMP	$500	$79.95
COLL	$500	$223.23
UMBI	500/500	$108.81
UMPD	$100k	$42.26
Total:		$1,056.99

Vehicle #5

Desc: 2004 - FORD F250 PICKUP (#054)
VIN: 1FTNW21P64EA63446
Territory: 096
DRG: 011 GRG: 011
Anti-Theft: A
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$90.39
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$953.42

Vehicle #6

Desc: 2005 - FORD F250 PICKUP (#055)
VIN: 1FTSW21P35E032961
Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #7

Desc: 2005 - FORD F250 PICKUP (#056)
VIN: 1FTSW21P25EB76069
Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #8

Desc: 2005 - FORD F250 PICKUP (#057)
VIN: 1FTSW21P95EC48305
Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

✓Vehicle #9

Desc: 2003 - FORD F150 PICKUP (#058)
VIN: 1FTRX17W43KA20053

Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

✓Vehicle #10

Desc: 2006 - FORD F250 PICKUP (#059)
VIN: 1FTSW21P76EA75093

Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #11

Desc: 2006 - FORD F250 PICKUP (#060)
VIN: 1FTSW21P26EC78215

Territory: 096
DRG: 011 GRG: 011
City Code:
Class: 0148900000
Comments:

Anti-Theft: B
Stated Amount: none

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #12

Desc: 2006 - FORD F250 PICKUP (#063)
VIN: 1FTSW21P06EC12262

Territory: 096
DRG: 011 GRG: 011
City Code:
Class: 0148900000
Comments:

Anti-Theft: A
Stated Amount: none

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$90.39
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$953.42

Vehicle #13

Desc: 2004 - FORD F150 PICKUP (#065)
Territory: 096
DRG: 010 GRG: 010
City Code:
Class: 0148900000
Comments:

VIN: 1FTPW12584KD82218

Anti-Theft: A
Stated Amount: none

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$62.62
COLL	$500	$144.42
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$878.31

Vehicle #14

Desc: 2006 - FORD F150 PICKUP (#066)
Territory: 096
DRG: 011 GRG: 011
City Code:
Class: 0148900000
Comments:

VIN: 1FTPW12526KB69378

Anti-Theft: B
Stated Amount: none

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #15

Desc: 2006 - LINCOLN NAVIGATOR SUV (#067)
Territory: 096
DRG: 012 GRG: 012
City Code:
Class: 0148900000
Comments:

VIN: 5LMFU27556LJ09307

Anti-Theft: A
Stated Amount: none

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$146.13
COLL	$500	$286.46
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$1,103.86

Vehicle #16

Desc: 1993 - FORD RANGER PICKUP (#068)
Territory: 096
DRG: 000 GRG: 000
City Code:
Class: 0148900000
Comments:

VIN: 1FTCR14U4PPB59269

Anti-Theft: None
Stated Amount: none

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$671.27

Vehicle #17

Desc: 2007 - FORD F250 PICKUP (#070)
Territory: 096
DRG: 011 GRG: 011
City Code:
Class: 0148900000
Comments:

VIN: 1FTSW21P39EA93754

Anti-Theft: None
Stated Amount: none

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$100.43
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$963.46

Vehicle #18

Desc: 2007 - FORD F250 PICK UP (#071)
Territory: 096
DRG: 011 GRG: 011
City Code:
Class: 0148900000
Comments:

VIN: 1FTSW21P37EA06029

Anti-Theft: A
Stated Amount: none

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$90.39
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$953.42

Vehicle #19

Desc: 2006 - FORD F150 PICKUP (#072)
VIN: 1FTRW12W06KD92472

Territory: 096
DRG: 011 GRG: 011
Anti-Theft: A
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$90.39
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$953.42

Vehicle #20

Desc: 2004 - FORD F150 PICK UP (#073)
VIN: 1FTPW12594KC62850

Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #21

Desc: 2008 - CADILLAC ESCALADE SPORT WG (#074)
VIN: 1GYEC63878R118114
Territory: 096
DRG: 012 GRG: 012
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$138.01
COLL	$500	$286.46
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$1,095.74

Vehicle #22

Desc: 2008 - FORD F250 SD LX PICKUP (#075)
VIN: 1FTSW21R78EC65769
Territory: 096
DRG: 011 GRG: 011
Anti-Theft: B
City Code:
Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$85.37
COLL	$500	$191.76
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$948.40

Vehicle #23

Desc: 2008 - FORD F250 SD PICKUP (#076) VIN: 1FTSW21R58EC64085
Territory: 096
DRG: 012 GRG: 012 Anti-Theft: B
City Code: Stated Amount: none
Class: 0148900000
Comments:

Coverage	Ded/Limit	Premium
BI	500/500	$345.79
PD	$100k	$211.03
PIP	$2,500	$16.67
COMP	$500	$138.01
COLL	$500	$286.46
UMBI	500/500	$65.91
UMPD	$100k	$31.87
Total:		$1,095.74

ENOL

Desc: Employee Non Owner Liability
Number of Employees Using Own Car: 1
Cost of Hire: $100

Coverage	Ded/Limit	Premium
BI	500/500	$20.37
PD	$100k	$20.37
COMP	$250	$6.84
COLL	$250	$6.84
Total:		$54.42

WAIVER OF SUBROGATION
TYPE-INDIVIDUAL
NUMBER OF WAIVERS: 1 @ $28.20
TERRITORY: 096

Coverage	Ded/Limit	Premium
BI	500/500	$23.56
PD	$100k	$4.64
Total:		$28.20

**** POLICY TOTALS ****

Liability Coverage	Premiums	Physical Damage Coverage	Premiums
BI	$7,888.08	COLL	$4,302.03
PD	$4,971.60	COMP	$1,972.62
CSL	$0.00	Spec Causes	$0.00
UMBI	$1,558.83	Towing	$0.00
UMPD	$743.40	Rental	$0.00
UMCSL	$0.00		
PIP	$400.58		
MED PAY	$0.00		

Total Liability	$15,562.49
Total Phys Damage:	$6,274.65
Combined Total:	$21,837.14
Policy Premium	$21,837.14
Charge for Waiver:	$28.20
Total Premium Due:	$21,865.34

AI-37044 **Purchasing Department 16. C. 4.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct 3 - Raw Pit Run and/or Pit Run Caliche - RFB No. 2012-009-01-09-SMA.

BACKGROUND

1. Recommended vendor: Valley Caliche Products, Inc.
2. Current Contract expires: 03/20/13
3. New Contract to commence: 03/21/13
4. Legal Counsel reviewed Contract Document 02/13/13

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-123-005-0-673

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

BUDGETARY IMPACT:

Funds available as of 2-22-13

Attachments

Contract

depts recommendation, Participation, Tabulation

Form Review

Form Started By: Sandra Montalvo Started On: 02/26/2013

Final Approval Date: 02/22/2013

REQUIREMENTS AGREEMENT
C-13-009-02-26

THIS AGREEMENT (the "Agreement") is entered into as of the 26th day of February, 2013 by and between **Valley Caliche Products, Inc.** a Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Raw Pit Run and/or Pit Run Caliche (As Needed Basis)"** for Precinct No. 3, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Raw Pit Run and/or Pit Run ,"** in the areas of Hidalgo County projects for a period of one (1) year commencing March 21, 2013 and ending March 20, 2014 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to extend this agreement for an additional sixty (60) day grace period at the end of the contract term (subject to the same terms, and conditions) for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** 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 contract, 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 within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer 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.

c. **Entire Agreement.** This Agreement contains the entire contract 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 Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** 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.

e. **Notice.** Except 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 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 Buyer:
Hidalgo County
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Seller:
Valley Caliche Products, Inc.
Attn: Mark Motheral, Vice President
PO Box 1086
Mission, Texas 78573

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 addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional 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.

g. **Successors.** 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.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **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 Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 therefor pending before any department or agency of Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON,_____.

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By_____
Stephen L. Crain

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
VALLEY CALICHE, INC.

By:_____
Printed Name:_____
Title:_____

EXHIBIT "A"

REQUEST FOR BID (RFB) 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 17, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY PRECINCT NO. 3**
Request for Bids (RFB)-"Raw Pit Run and/or Pit Run Caliche"
RFB No.: 2013-009-01-09-SMA

Dear Participant:

Enclosed please find a Request for Bids (RFB) procurement packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

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 BIDS (RFB)

HIDALGO COUNTY PRECINCT NO. 3
"Raw Pit Run and/or Pit Run Caliche"
Bid No: 2013-009-01-09-SMA

Table of Contents

Item	Description	No. of Pages
1.	**Request for Bid Letter**	1
2.	**Request for Bid, Legal Notice**	8
3.	**Exhibit "A" Specifications/Requirements**	3
4.	**Exhibit "B" Bid Page,**	1
5.	**Exhibit "C" Insurance Requirements**	4
6.	**Exhibit "D" CIQ Conflict of Interest Questionnaire**	1
7.	**Vendor/Bidder Application and W-9 form**	6
8.	**Certification Regarding Debarment**	1
9.	**Draft Requirements Agreement**	8

The above mentioned items shall be found in the Request for Bid (RFB) 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 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

December 17, 2012
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

"Raw Pit Run and/or Pit Run Caliche"

Bid No: 2013-009-01-09-SMA

Bid No: 2013-009-01-09-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

"Raw Pit Run and/or Pit Run Caliche"

Bid No: 2013-009-01-09-SMA

BID OPENING DATE: January 09, 2013 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for ***Hidalgo County Precinct No. 3-Raw Pit Run and/or Pit Run Caliche*** 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-2013-009-01-09-SMA-Hidalgo County Precinct No. 3- Raw Pit Run and/or Pit Run Caliche*** and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, ***on or before 9:30 A.M., Wednesday, January 09, 2013.***

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 ***RFB No.2013-009-01-09-SMA--Hidalgo County Precinct No. 3- Raw Pit Run and/or Pit Run Caliche***

   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. Costs are to be net F.O.B., County Prepaid.

12. 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.

13. 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.

14. 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.

15. **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

15. 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 and Contract Number (if any)
  d) Notation – ***Hidalgo County Precinct No. 3- Raw Pit Run and/or Pit Run Caliche*** 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:

Norma Ceballos
Hidalgo County Precinct #3
724 N. Breyfogle
Mission, TX 78574
Phone :(956) 585-4509
Fax :(956) 205-7009

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	*January 09, 2013*
Award of Contract	_____,2013
Commence Work or Deliver Products	_____,2013

18. **~~Bid or Performance Bond and~~ DEBARMENT CERTIFICATION; ~~Payment under Contract~~(if applicable)**

- 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.

19. **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.

20. **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.**

21. 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.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. 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.

24. 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.

24. 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.

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 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.

26. 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 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 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.

27. 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.

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 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.

Bid
For

Hidalgo County Precinct No. 3
Raw Pit Run and/or Pit Run Caliche

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing address: 2812 S. Business Hwy. 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: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

"Raw Pit Run and/or Pit Run Caliche"

Bid No: 2013-009-01-09-SMA

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Precinct No. 3
"Raw Pit Run and/or Pit Run Caliche"
Bid No.: 2013-009-01-09-SMA

OVERVIEW

Hidalgo County Pct 3 is seeking to purchase Raw Pit Run unprocessed Caliche material for a project located on FM 2221 aka Jara China Road & Mile 14. It is intended that the amount of *"Raw Pit Run and/or Pit Run Caliche" needed by Hidalgo County Precinct No. 3* will be purchased on an "As Needed Basis".

1. It shall be agreed & understood that Hidalgo County Precinct No. 3 will purchase no more material than is needed.

2. The contract will be in effect for a period of (1) one year with the County's option to extend for an additional one (1) year under the same price, terms, and conditions. Prices must remain firm during the contract period.

3. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day "Grace Period" at the end of the contract term due to unforeseen delay of award for next contract term.

4. Bid price shall be per ton.

5. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to bid specifications.

6. Location is an important factor in the evaluation of the bids, due to transportation costs which must be taken into consideration if material is picked up at the plant site. Shortest distance to plant site is a determining factor along with prices.

7. Hidalgo County Precinct No. 3 reserves the right to hold the bids received for a period of (90) ninety days without taking action hereon.

8. Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

9. The contract shall remain in effect until contract expires, delivery /completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder(s) must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

10. Insurance Certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

11. When requested, samples shall be furnished free of expense to Hidalgo County.

12. Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

13. Continuing non-performance of the bidder in terms of specifications shall be basis for the terminator of the contract by the County. The County shall not pay for work, equipment, or supplies which are

unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

14. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

15. Awarded Bidder shall have at the Bidder's Pit Location (s) (On Site) an electronic or manual scale **with a Minimum of 70 Ft. in length.**

16. It is expressly understood and agreed that in case Hidalgo County should need "Raw Pit Run and/or Pit Run Caliche" not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **REQUESTING PRICE ADJUSTMENT:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

   The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

   The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

   No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

   The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **PRICE REDUCTION:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **TIME FRAME FOR ADJUSTED PRICE INCREASES:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **ALLOWABLE REVIEW PERIODS:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **DOLLAR LIMIT TO PRICE CHANGES:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

1. All applicable forms in this packet must be filled in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

2. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

3. Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

"Raw Pit Run and/or Pit Run Caliche"

Bid No: 2013-009-01-09-SMA

EXHIBIT"B"

Bid Page

Hidalgo County Precinct No. 3

"Raw Pit Run an/or Pit Run Caliche"

RFB No.: 2013-009-01-09-SMA

Each line item on Bid Page is required to be completed as instructed. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

RAW PIT RUNS UNPROCESSED MATERIAL COST PER TON: $_____

LOCATION OF PIT(S):_____

_____

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

"Raw Pit Run and/or Pit Run Caliche"

Bid No: 2013-009-01-09-SMA

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

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.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must 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.

Revised 10/01/08

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					

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 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: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative 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

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 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 Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

"Raw Pit Run and/or Pit Run Caliche"

Bid No: 2013-009-01-09-SMA

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

VENDOR'S APPLICATION

&

W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

"Raw Pit Run and/or Pit Run Caliche"

Bid No: 2013-009-01-09-SMA

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 email: 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.:

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 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)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ 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) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 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

		–							

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 ▶** | **Date ▶**

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 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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

"Raw Pit Run and/or Pit Run Caliche"

Bid No: 2013-009-01-09-SMA

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.

DRAFT REQUIREMENTS AGREEMENT

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

"Raw Pit Run and/or Pit Run Caliche"

Bid No: 2013-009-01-09-SMA

EXHIBIT "B"

BID PAGE

EXHIBIT"B"

Bid Page

Hidalgo County Precinct No. 3

"Raw Pit Run an/or Pit Run Caliche"

RFB No.: 2013-009-01-09-SMA

OPENED 9:42 1-9-13 Witnessed

Each line item on Bid Page is required to be completed as instructed. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

(TWO DOLLARS PER TON F.O.B. PIT – HOULTS PIT)

RAW PIT RUNS UNPROCESSED MATERIAL COST PER TON: $2.00 PER TON F.O.B. PIT

LOCATION OF PIT(S): F.O.B. HOULTS PIT, McCOOK, TEXAS.

HOULTS PIT IS LOCATED ON THE CORNER OF F.M. 490 AND TEXAN ROAD, EAST OF McCOOK TEXAS.

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME:	VALLEY CALICHE PRODUCTS, INC.
ADDRESS:	P.O.BOX 1086
CITY/STATE/ZIP CODE:	MISSION, TEXAS 78573
PHONE & FAX NO.'S:	(956) 581-2751 FAX (956) 585-6844
CELLULAR PHONE:	N/A NONE
AUTHORIZED SIGNATURE:	Mark Motheral
PRINTED NAME:	MARK MOTHERAL
TITLE:	VICE PRESIDENT
EMAIL:	valleycaliche@aol.com

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/29/2013

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	R. N. Jones Agency, Inc. 510 E. Harrison (78550) P. O. Box 532267 Harlingen TX 78553-2267
CONTACT NAME:	
PHONE (A/C, No, Ext):	(956) 423-1147
FAX (A/C, No):	(956) 423-3906
E-MAIL ADDRESS:	
INSURED	Valley Caliche Products, Inc. P O Box 1086 Mission TX 78573-1086

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Unitrin County Mutual IC	
INSURER B: Texas Mutual Insurance Co	
INSURER C:	
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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			FCNCCA7876777-09	03/08/2012	03/08/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,025
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X 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			TSF-0012396501	05/11/2012	05/11/2013	WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
100 E. Cano
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

AI 000180

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/29/2013

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 Crump Insurance Services, Inc. 13105 Northwest freeway, Suite 950 Houston TX 77040	CONTACT NAME: PHONE (A/C, No, Ext): (713) 690-0500 FAX (A/C, No): (713) 690-8319 E-MAIL ADDRESS:
INSURED Valley Caliche Products, Inc. P O Box 1086 Mission TX 78573-1086	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Admiral Insurance Company INSURER B : INSURER C : 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 [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			CA000014804-03	03/01/2012	03/01/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	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
100 E. Cano
Edinburg TX 78539-

CANCELLATION

AI 000180

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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Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO:

Hon. Joe Flores, Commissioner
Hidalgo County Precinct No. 3

via email: norma.ceballos@co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II SMA
Hidalgo County Purchasing Dept.

DATE: January 10, 2013

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2013-009-01-09-SMA- ***Hidalgo County Precinct No. 3- Raw Pit Run and/or Pit Run Caliche***

We have received **three (3) bid responses** to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **January 17, 2013 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 3-1200-431-00-123-005-0-673

Recommendations/Concerns: Valley Caliche, location is closer to Precinct 3 projects as per Field Operation Director

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Joe M. Flores,	Pct#3	1/23/13

Enclosures

E-MAILED 1/23/13

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: ***January 09, 2013*** | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: ***Hidalgo County Precinct No. 3-Raw Run and/or Pit Run Caliche***

BID NO.: ***2013-009-01-09-SMA*** | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	ROY'S HAULING SERVICES, INC. Attn: Roy Balderas Jr. or Christina	E-mail	Sandra Montalvo	12/19/12	P.O. Box 1896 Edinburg, TX. 78540 P# 956-383-2206 F# 956-383-2569 royshaulinginc@aol.com
2)	FRONTERA MATERIALS Attn: Barry Ehlinger	E-mail	Sandra Montalvo	12/19/12	P.O. Box 1917 Weslaco, TX, 78596 PO Box 1449 Elsa, Texas 78543 P# 956-316-8952 C# 607-5965 bmefrontera@aol.com
3)	VALLEY CALICHE PRODUCTS Attn: Mark Motheral or David Powell	E-mail	Sandra Montalvo	12/19/12	P.O. Box 1086 Mission, TX 78573 P# 956-581-2751 F#956-585-6844 valleycaliche@aol.com
4)	PROTAC CONTRACTING Attn: Dannon Basaldua	EMR	Sandra Montalvo	12/19/12	PO Box 988 Pharr, TX 78577 512-779-9120 dannonjb@gmail.com
5)	ARNALDO MARTINEZ	EMR	Sandra Montalvo	12/19/12	2208 N. 48TH ST. MCALLEN, TX 78501 786-269-6548 mtnez.arnaldo2008@yahoo.com
6)	PRIME VENDOR INC. Attn: Katie Collier	EMR	Sandra Montalvo	12/26/12	4608 Cedar Avenue Suite 106 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307
7)	CAPA Attn: Larry Hinojosa dba: Rio Valley Pipe | Magic Valley Concrete | Upper Valley Materials	EMR	Sandra Montalvo	12/26/12	7301 W Expressway 83 Mission, TX 78572 Main Ph: (956) 432-0600 Sales Fax: (956) 583-2086 www.capatexas.com Larry Hinojosa sales@riovalleypipe.com
8)	Joshua A. Meyer Virtual Builders Exchange	EMR	Sandra Montalvo	01/02/13	210) 564-6900 (210) 564-6901 fax 4047 Naco Perrin, Ste. 100 San Antonio, TX 78217 virtualbx.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

BID OPENING DATE: ***January 09, 2013***	**BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: ***Hidalgo County Precinct No. 3-Raw Run and/or Pit Run Caliche***	
BID NO.: ***2013-009-01-09-SMA***	**Buyer: Sandra Montalvo**

	PARTICIPATING VENDORS	COST PER TON	LOCATION OF PIT
1.	Valley Caliche Products, Inc.	$2.00 per ton F.O.B. PIT	F.O.B. Houts Pit, McCook, Tx
2.	Roy's Hauling Service	$2.00 per ton	4 miles N. of FM 1925 Off big Five Road, Edinburg Tx
3.	Upper Valley Materials, LLC	$3.20	Sullivan City, El Pinto Rd.

AI-37219 **Purchasing Department 16. D. 1.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Martha L. Salazar **Submitted By:** Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise with approval of draft specifications & contract for Hauling Services for Hot Mix-2013-080-03-20-YSI

BACKGROUND

As requested by Precinct No. 4 on 02/22/2013. Specifications will be reviewed and approved by user department.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 31200431001240070346/731

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

BUDGETARY IMPACT:

Attachments

Memo

Draft Specifications

backup

Form Review

Form Started By: Darlene Betancourt Started On: 02/26/2013

Final Approval Date: 02/22/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

TO: Commissioner Joseph Palacios,
Hidalgo County Precinct No. 4

ATTN: Marcos Lopez, Chief Administrator, **vía email:** marcos.lopez@co.hidalgo.tx.us
Gloria Beltran, Executive Assistant **vía email:** gloria.beltran@co.hidalgo.tx.us

CC: Rumaldo Munoz, Accounts Payable Specialist III **vía email:** rumaldo.munoz@co.hidalgo.tx.us

FROM: Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department

DATE: February 22, 2013

RE: **Approval or Disapproval of Specifications for: RFB No. -2013-080-03-20-YSI-Hidalgo County Precinct No. 4- Hauling Services Hot–Mix**

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4852 or 4874

APPROVE	☑	DISAPPROVE	☐
APPROVED WITH MODIFICATIONS			☐

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____

Other (specify) _____

BUDGET ACCOUNT #: 3-1200-431-00-124-007-0-346/731

Ramon Rodriguez	Ramon Rodriguez	Hidalgo Co. Pct. #4	2-22-13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: darlene.betancourt@co.hidalgo.tx.us and yvette.islas@co.hidalgo.tx.us .

EXHIBIT "A"

HIDALGO COUNTY PRECINCT No. 4
"HAULING SERVICES FOR HOT MIX"
Bid No. 2013-080-03-20-YSI

SPECIFICATIONS/REQUIREMENTS

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for the service of hauling and delivery of Hot Mix material from awarded vendor pits identified herein to sites situated and located within Hidalgo County . All hauling services will be on an "**As Needed Basis"** as requested by Precinct No. 4. The County reserves the right to utilize its own trucks and drivers at the discretion of Precinct No. 4; throughout the duration of the contract.

Specifications/Requirements:

The specifications/requirements goods contract will encompass hauling of all road materials from awarded vendor pits identified herein to sites situated and located within Hidalgo, in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

1. All hauling and delivery of road material will be on an "**As Needed Basis**" only. There is no guaranteed volume.

2. Road material will be hauled from awarded vendor's "pit" locations.

3. Hidalgo County Precinct No. 4 is requesting a minimum of seven (7) hauling trailers and three (3) to five (5) hauling tandem trucks, to be available. Including five (5) trucks to be vendor owned.

4. The bidder must provide proof of ownership (copy of titles) and must furnish proof of possessing all necessary licenses and hauling permits.

5. Attached you will find a request for Truck and driver information in **EXHIBIT "B", ATTACHEMENTS B-1 & B-2**, Copies of the mentioned documentations must be submitted with your bid packet.

6. Trucks should be available at the discretion of Precinct No. 4 and will be on an "As Needed Basis".

7. Trucks must have a capacity of carrying a minimum of twenty-two (22) tons per load.

8. The successful bidder agrees to abide by all applicable state laws, regulations and be in compliance with all OSHA and TXDOT's regulations and requirements.

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9. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

10. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

11. Bid will be based on low bid per ton basis as listed on bid page form.

Road Materials to be hauled:

- Hot Mix Cold Laid
- Type D Hot Mix-Asphalt and/or Limestone

Locations of current pits and plants are as followed:

Listed vendors are subject to be changed upon material contract expiration.

A. **Hot Mix Cold Laid;**
B. **Type D Hot Mix Asphalt & Limestone;**

Frontera Materials: - Reavis Pit: - Approx. 4 mi N. of US 83 on FM2221 go S. approx. 4 mi to pit- La Joya, TX.

TERMS AND CONDITIONS:

1.) The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the tight to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

6.) Any contract awarded to a successful bidder will be in effect until:
   - The contract expires.
   - Terminated by County with thirty (30) days written notice.

DRAFT

7.) Insurance requirements for this project to be maintained throughout the term of this project (refer to Exhibit "C" for limits).

8.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

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

10.) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the service to Hidalgo County at no cost to the County.

11.) Have been in business for at least two (2) years.

12.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

14.) All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DRAFT

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, by 5:00 P.M.

DRAFT

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 4
HAULING SERVICES HOT MIX
BID NO.: 2013-080-03-20-YSI

BID PAGE

PART I:

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. ROAD MATERIALS WILL BE HAULED FROM AWARDED VENDORS "PIT" LOCATIONS. LISTED VENDORS ARE SUBJECT TO CHANGE UPON MATERIAL CONTRACT EXPIRATION.

EXAMPLE:		$3.00	25%	.75
PLANT LOCATION/ ROAD MATERIALS		TOTAL COST PER TON	FUEL COSTS PERCENTAGE PER TON	CURRENT/BASE FUEL COST
Frontera Materials- Hot Mix-Cold Laid	**Reavis Pit-** Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	$	%	$
Frontera Materials- Type D Hot Mix Asphalt	**Reavis Pit-** Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	$	%	$
Frontera Materials- Type D Hot Mix Limestone	**Reavis Pit-** Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	$	%	$

PART II.

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 4

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.4 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for, **March 15, 2013**. For each 10% (increase or decrease) in the OPIS Index of **March 15, 2013** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 4 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 4 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

DRAFT

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be included in Bid Packet)

EXHIBIT "B-1"

HIDALGO COUNTY PRECINCT NO. 4
HAULING SERVICES FOR HOT MIX
RFB NO.: 2013-080-03-20-YSI

Hidalgo County Precinct No. 4 is requesting the following information for the available hauling trucks to be utilized for this project. Please fill out each section completely. All trucks shall be covered under the insurance requirements as set forth in Exhibit "C" of this document and under the same terms and conditions. Insurance must be maintained throughout the term of the contract. ***INCOMPLETE*** *submittals shall be considered a probable cause for disqualification.* ***For vendor owned vehicles- copies of Titles must be included****.*

VEHICLE INFORMATION

Vehicle Year/Make / Model	Vehicle Identification Number	License Plate Number	Unit No.	Vehicle Capacity- Per Load	Vehicle Owned/Or Leased

Must be included with Bid Packet

EXHIBIT "B-2"

HIDALGO COUNTY PRECINCT NO. 4
HAULING SERVICES FOR HOTMIX
RFB NO.: 2013-080-03-20-YSI

DRIVER'S INFORMATION

DRIVER'S LISTED BELOW MUST PROVIDE A COPY OF THEIR CERTIFIED DRIVER'S LICENSE NO. WITH THIS BID

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NUMBER	TRUCK/UNIT NUMBER

Must be included with Bid Packet

DRAFT

Leticia Saenz

From: Steve Crain [scrain@atlashall.com]
Sent: Monday, February 25, 2013 9:42 AM
To: 'Leticia Saenz'
Subject: RE: Draft Service Contract-C-13-000-00-00-Hauling Services for Hot Mix (on as needed basis)-Pct 4

The draft is fine.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, February 22, 2013 2:12 PM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Martha L. Salazar'; 'Darlene Betancourt'
Subject: Draft Service Contract-C-13-000-00-00-Hauling Services for Hot Mix (on as needed basis)-Pct 4

Mr. Crain-

Please review and approve as to form the Draft Services Agreement (attached hereto) for the purposes of advertising for Request for Sealed Bids.

Please advise.

Thanks.

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-37110 **Purchasing Department 16. D. 2.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted For: Comm. Joseph Palacios, Pct. #4 **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for US 281 & Sh 186 (Linn-San Manuel) beautification projects in Pct No. 4;

Total Scores	DBR Engineering Consultants	HALFF Associates Inc	Urban Infrastructure Group, Inc
Evaluator 1	95	97	94
Ranking			

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of _____ for: the provision of professional engineering services for US 281 & SH 186 (Linn-San Manuel) beautification project in Precinct No. 4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Pct will identify funding

Attachments

Grid

Form Review

Form Started By: Nielda Cavazos Started On: 02/26/2013

Final Approval Date: 02/22/2013

HIDALGO COUNTY PRECINCT NO 4

FOR

Engineering Services

US 281 & SH 186 (Linn – San Manuel)

Beautification Project Located in Pct 4

Scoring & Evaluation GRID

Engineering Services

Total Scores	DBR Engineering Consultants	HALFF Associates, Inc	Urban Infrastructure Group, Inc
Evaluator 1	95	97	94
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

AI-36775 **Purchasing Department 16. E. 1.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Reinstatement of effective date of Benefits Agreement between Hidalgo County and Air Evac EMS, Inc, d/b/a/ Air Evac Lifeteam (previously approved by CC on 11-6-12) with participation available to all eligible Hidalgo County Employees at their own cost, including authority for County Judge or Presiding Officer to sign document regarding the "Voluntary (Post Tax) Emergency Air Ambulance Services" project.

BACKGROUND

This project is at no cost to Hidalgo County.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This agenda item for project has no fiscal impact to the County. Monthly service fee would be paid by employee.

Attachments

Benefits Agreement

BACKUP

Form Review

Form Started By: Gricelda Villarreal Started On: 02/26/2013

Final Approval Date: 02/22/2013

Benefits Agreement
C-12-108-02-19

This Agreement for Air Evac Lifeteam Memberships is made and entered into this **19th** day of **February, 2013** between Air Evac EMS, Inc., a Missouri corporation d/b/a Air Evac Lifeteam (AEL), P.O. Box 948, West Plains, MO 65775, and County of Hidalgo, Texas. 302 W. University Dr., Edinburg, Texas 78539, a Texas government entity.

WHEREAS; Air Evac Lifeteam is in the business of providing air ambulance services and, in connection therewith, providing Air Evac Lifeteam Memberships.

WHEREAS; The County of Hidalgo desires to make Air Evac Lifeteam memberships available to its employees as an optional payroll deduct benefit.

THEREFORE, The Parties agree as follows:

SERVICE OFFERING

The County of Hidalgo will make available to its employees, as a payroll deduction benefit, the Air Evac Lifeteam Membership, Membership Terms and Conditions as outlined in Appendix A.

Air Evac Lifeteam will notify the designated county representative in writing of any changes to the cost and / or the Terms and Conditions of the membership benefits thirty (30) days prior to the changes taking place.

SERVICE COST

The monthly cost to the employees of Hidalgo County who elect to participate in the outlined plan shall be as follows:

149 or less employees participating - $6.00 / Month / Employee
150 or more employees participating - $5.00 / Month / Employee

The Air Evac Lifeteam Membership will cover the employee and all persons living in the same household as the employee, as listed on the employee's application.

SERVICE ENROLLMENT

Air Evac Lifeteam shall provide assistance with all initial and new hire enrollments as needed, including but not limited to the local Membership Sales Manager assisting with the County of Hidalgo open and re-occurring benefits enrollments

County employees may enroll or discontinue the Air Evac Membership at any time. Employees discontinuing membership will receive benefit through the "paid up" term from the last payment paid to AEL. Refunds are not given for remaining paid term beyond date of employee's request for discontinuance.

An employee's membership will be effective upon Air Evac Lifeteam's receipt of this Agreement signed by the County, payment as provided herein and the employee's completed membership application.

SERVICE BILLING

Hidalgo County will remit a list of participating employees with a corresponding check for all participating employees once each month.

Payroll deductions will begin on date to be determined and the effective date of all memberships will begin when the first check is submitted and received by Air Evac Lifeteam. The effective date is defined as the first day the member is eligible for benefits.

SERVICE TERMS

The term of this agreement shall be for one year (effective upon final approval by Commissioner's Court) beginning February 19, 2013 and ending February 18, 2014, with the County's option to renew for two (2) additional one (1) year terms unless cancelled by either party prior to the renewal date. Renewal rates (if any) are to be provided to Hidalgo County ninety (90) days prior to anniversary date.

This Agreement may be terminated by either party upon 30 days written notice to the other party.

Approved by Commissioners Court on: _____,

The Honorable Ramon Garcia
Hidalgo County Judge
1615 S. Closner, Suite J.
Edinburg, TX. 78539

Vice President of Membership
Keith Hovey
Air Evac EMS, Inc.
d/b/a Air Evac Lifeteam
PO Box 948
West Plains, MO 65775

County of Hidalgo

_____
Ramon Garcia, County Judge

_____
Date

Air Evac EMS, Inc.

_____
Keith Hovey, VP of Membership

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:
ATLAS & HALL and Rodriguez, LLP

By:_____
Stephen L. Crain

Appendix A

Membership Terms and Conditions

An Air Evac EMS, Inc. d/b/a Air Evac Lifeteam ("**Company**") membership ensures the patient will have no out-of-pocket flight expenses if flown by the Company or another AirMedCare Network participating provider (together with the Company, each an "AMCN Provider") by providing prepaid protection against AMCN Provider air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Proivder services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

[signature page next]

From: Martha Salazar
To: "Cris Villarreal"
Subject: FW: Air Ambulance Agreement
Date: Sunday, February 10, 2013 4:13:17 PM
Importance: High

Congrats!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Sunday, February 10, 2013 11:15 AM
To: 'Martha Salazar'
Subject: RE: Air Ambulance Agreement

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 08, 2013 4:46 PM
To: 'Steve Crain'
Cc: 'Cris Villarreal'
Subject: FW: Air Ambulance Agreement
Importance: High

Mr. Crain:
Cris believes she's included the articles you requested. However, I just want to add that this product is a post tax policy purchased by county employees. Don't know if that makes any difference.
Thanks,
Marty

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Friday, February 08, 2013 4:23 PM
To: 'Martha Salazar'
Subject: FW: Air Ambulance Agreement

Ms. Marty,
I have revised the document as per legal's advise but I am not sure if those are all the clauses he is talking about. Please advise.

Thank you,

Cris

From: Marynel Trevino [mailto:mntrevino@atlashall.com]
Sent: Friday, February 08, 2013 3:18 PM
To: 'Cris Villarreal'
Subject: FW: Air Ambulance Agreement

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, February 08, 2013 3:05 PM
To: 'Marynel Trevino'

Subject: RE: Air Ambulance Agreement

All of the "boilerplate" clauses that we have on our contracts (eg Texas law, entire agreement etc).

From: Marynel Trevino [mailto:mntrevino@atlashall.com]
Sent: Friday, February 08, 2013 2:49 PM
To: 'Steve Crain'
Subject: FW: Air Ambulance Agreement

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Friday, February 08, 2013 2:32 PM
To: 'Marynel Trevino'
Subject: FW: Air Ambulance Agreement

Ms. Marynel,
Can you please ask Mr. Crain if he can specify which standard clauses I need to add to the document. I don't know if he wants me to use our regular Service Contract along with the Benefits Agreement or which clauses do I need to incorporate in the Benefits Agreement. Please advise.

Thank you,
Cris

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 08, 2013 11:57 AM
To: 'Cris Villarreal'
Subject: FW: Air Ambulance Agreement

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, February 08, 2013 7:19 AM
To: 'Martha Salazar'
Subject: RE: Air Ambulance Agreement

You need to add our standard clauses.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 07, 2013 5:14 PM
To: 'Steve Crain'
Cc: 'Cris Villarreal'
Subject: FW: Air Ambulance Agreement
Importance: High

Mr. Crain;
You had approved the draft some time back. This is the final document with all the blanks filled in. Therefore, please review and comment as to form.
Thanks,
Marty

AI-37308 **Purchasing Department** **16. E. 2.**

CC REGULAR 2

Meeting Date: 03/01/2013

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

a. Presentation of the scoring and evaluation grids (for the purposes of ranking for award by CC) of the responses received in connection with the Request for Proposals (RFP's) for: "Section 125 Voluntary Insurance Products and COBRA Administration Services" for Hidalgo County and Hidalgo County Drainage District No. 1 ";

b. Award of the "Section 125 Voluntary Insurance Products and COBRA Administration Services for Hidalgo County and Hidalgo County Drainage District No. 1" for the following:

1. Dental:_____
2. Vision:_____
3. Cancer:_____
4. Accidental:_____
5. Critical Illness:_____
6. Short/Long Term Disability:_____
7. Life Insurance:_____
8. COBRA Administration Services:_____
9. Other:_____

c. Authority to finalize and/or negotiate (if required) contract(s) for the Voluntary Insurance Products and COBRA Administration Services.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	02/26/2013 12:36 PM

Form Started By: Angela Garcia Started On: 02/26/2013

Final Approval Date: 02/26/2013