# AGENDA
# HIDALGO COUNTY
# COMMISSIONERS COURT MEETING
# October 7, 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 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**

**2.** **Pledge of Allegiance**

**3.** **Prayer**

**4.** **Approval of Consent Agenda**

**5.** **Open Forum**

**6.** **County Judge's Office:**

**A.** **AI-41020** Approval of Proclamation declaring October 2013 as "Breast Cancer Awareness Month" in Hidalgo County

**7.** **Executive Officer - Valde Guerra:**

**A.** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

**B.** Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on Courthouse Portable Building Project, other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

**8.** **Constables:**

**A.** **AI-40932** Constable Pct. #2 (1100):
Discussion, consideration and approval to appoint Mario Mireles as Deputy Constable by Constable Martin Cantu, Constable Precinct 2 in accordance with Texas Local Government Code Section 86.011:

**9.** **Sheriff's Office:**

**A.** **AI-40960** 1. Approval of certification of revenues as certified by the County Auditor's Office.
2. Approval of budget appropriation for $16,400.00.

**B.** **AI-40899** Approval to process the following O'reilly Auto Parts and Autozone invoices as claims with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

**O'really Auto Parts**

| **Invoice #** | **Date:** | **Amount:** |
|---|---|---|
| 1582-375571 | 05-06-2013 | $19.53 |
| 1582-375752 | 05-07-2013 | $123.92 |
| 1582-376231 | 05-09-2013 | $224.28 |
| 1582-384315 | 06-12-2013 | $202.73 |
| 1582-387066 | 06-24-2013 | $123.67 |
| 1582-388085 | 06-28-2013 | $165.71 |
| 1582-388796 | 07-01-2013 | $238.57 |
| 1582-388938 | 07-02-2013 | $27.51 |
| 1582-389032 | 07-02-2013 | $238.57 |
| 1582-390560 | 07-09-2013 | $238.57 |
| 1582-393502 | 07-22-2013 | $200.59 |
| 1582-394925 | 07-29-2013 | $219.00 |
| 1582-394924 | 07-29-2013 | $219.00 |
| 1582-397351 | 08-08-2013 | 423.99 |

**Autozone**

| **Invoice #** | **Date:** | **Amount:** |
|---|---|---|
| 1392710513 | 05-06-2013 | $47.64 |
| 1392710525 | 05-06-2013 | $45.65 |
| 3973071418 | 07-25-2013 | $193.20 |
| 3973057809 | 07-10-2013 | $169.99 |
| 3973057813 | 07-10-2013 | $193.20 |
| 3973088109 | 08-12-2013 | $89.94 |

**C.** **AI-40943** Approval to process the following Safety Vision invoices as claims with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

| Invoice # | Date: | Amount: |
|---|---|---|
| 0512426-IN | 4-26-2013 | $1,142.50 |
| 0512428-IN | 4-26-2013 | $291.45 |
| 0512981-IN | 5-08-2013 | $291.45 |
| 0514145-IN | 5-30-2013 | $291.45 |

**10.** **Health & Human Services Department - Eddie Olivarez**

**A.** **AI-40973** Approval of Proclamation proclaiming a week in October as Border Binational Health Week.

**B.** **AI-40954** Health & Human Services Dept.:
Requesting approval of application for credit with TCI Tire Centers, LLC to purchase vehicle tires from vendor with authority for County Judge to sign credit application.

**C.** **Health Care Funding District:**

**1.** Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

**D.** **Indigent Health Care Program:**

**1.** Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

**11.** **Adult Probation - Arnold K. Patrick:**

**A.** **AI-40860** DWI Court:
1. Approval of Resolution establishing Hidalgo County DWI Court pursuant to Texas Government Code, Chapter 121
2. Approval to accept the DWI Court grant award from the Office of the Governor - Criminal Justice Division in the amount of $142,819.20 for the grant period of 09/01/2013 through 08/31/2014.

Veterans Court:
1. Approval of Resolution establishing Hidalgo County Veterans Treatment Court Program pursuant to Texas Government Code, Chapter 121
2. Approval to accept the Veterans Court grant award from the Office of the Governor - Criminal Justice Division in the amount of $84,074.52 for the grant period of 09/01/2013 through 08/31/2014

**12.** **IT Department - Renan Ramirez**

**A.** **AI-40901** Sheriff's Office:
Approval to process the following AT&T invoice as claims with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

| Account: | Billing Date: | Amount: |
|---|---|---|
| 956-381-7900-050-3 | 09-09-2013 | $1,715.92 |

**B.** **AI-40811** Sheriff's Office:
Approval to process the following AT&T invoice as claim with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

| Account: | Billing Date: | Amount: |
|---|---|---|
| 512-151-5019-861-4 | 9-1-2013 | $6,603.60 |

**C.** **AI-40829** Health & Human Services:
Approval to process the following ATT Invoices as claims with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

| **Vendor** | **Account No.** | **Billing Date** | **Amount** |
|---|---|---|---|
| ATT | 956-682-0824-728-8 | 09/07/13 | $95.37 |
| ATT | 956-581-8596-751-1 | 08/11/13 | $106.55 |
| ATT | 956-682-6155-728-4 | 09/07/13 | $261.92 |
| ATT | 956-387-0118-710-9 | 09/15/13 | $158.42 |
| ATT | 956-581-8596-751-1 | 09/11/13 | $106.55 |
| ATT | 805227770 | 09/03/13 | $34.66 |
| ATT | 857868885 | 07/16/13 | $27.49 |
| | | **Total** | **$790.96** |

**13.** **Urban County - Diana Serna:**

**A.** **AI-41013** 1. Consideration and approval to submit Amendment No. 4 which will include the budget amendment to the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068.

2. Consideration and approval to authorize the County Judge to sign any and all documents associated with Change Orders and/or Amendments pertaining to GLO Contract No. 12-406-000-6453.

**14.** **Elections Administration - Yvonne Ramon:**

**A.** **AI-40887** Approval of Full Contract for Election Services between Hidalgo County and the City of San Juan for their election to be held on November 5, 2013.

**B.** **AI-40888** Approval of Lease Contract for Election Services between Hidalgo County and the City of Pharr for their election to be held on November 5, 2013.

**C.** **AI-41077** Discuss, amend and approve Early Voting poll site changes:
a. Extend voting hours through 7 p.m. on 10/21/2013 and 10/22/2013 at the STC Pecan Campus in McAllen;
b. Extend voting hours through 7 p.m. on 10/21/2013 and 10/22/2013 at the STC Mid Valley Campus in Weslaco;

**D.** **AI-40936** Approval of Full Contract for Election Services between Hidalgo County and the City of Palmview for their election to be held on November 5, 2013.

**E.** **AI-40963** Approval of Full Contract for Election Services between Hidalgo County and the Mercedes Independent School District for their election to be held on November 5, 2013.

**15.** **TX. Agri-Life Extension Services:**

**A.** **AI-40892** Requesting claim for reimbursement be approved for fuel purchase that was made by Christina Perez, CEA-4-H & Youth Development. Christina attended the 2013 District 12 Program Planning Workshop in Corpus Christi, Texas on September 17-18, 2013, and was forced to pay out of pocket.

**16.** **Precinct #4 - Comm. J. Palacios:**

**A.** **AI-40848** Requesting approval of the following claims/invoices with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor:

| Invoice Date | Invoice # | Vendor | Amount |
|---|---|---|---|
| 05/06/13 | 0050520002 | City of Edinburg | $35.79 |
| 06/03/13 | 0050520002 | City of Edinburg | $73.37 |
| 08/06/13 | WIEC0032842 | Holt CAT | $354.95 |
| 07/08/13 | 2R-22620 | Metro Electric, Inc. | $1,035.20 |
| 04/30/13 | 00517986 | Weldinghouse | $51.01 |
| 05/31/13 | 00520778 | Weldinghouse | $52.72 |
| 07/26/13 | 00525381 | Weldinghouse | -$4.21 |
| 07/26/13 | 00525383 | Weldinghouse | -$4.35 |
| 07/31/13 | 00526001 | Weldinghouse | $52.72 |
| 08/31/13 | 00528578 | Weldinghouse | $52.72 |
| 09/19/13 | N/A | First State Security and Alarms | $77.50 |

**17.** **Budget & Management - Sergio Cruz:**

**A. Budget Appropriations:**

1. **AI-41080** 2013 Court Reporter Service (1239):
Approval of 2013 appropriation of funds in the amount of $59,517.80 to fund court costs & investigation expenditures.

2. **AI-41030** General Obligation Refunding Bonds:

A. Approval of 2013 appropriation of funds from fund (1435) in the amount of $50.00 for agent fees.
B. Approval of 2013 appropriation of funds from fund (1436) in the amount of $50.00 for agent fees.
C. Approval of 2013 appropriation of funds from fund (1438) in the amount of $50.00 for agent fees.

**18. Purchasing Department - Marty Salazar:**
**Notes:**
**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

1. **AI-40946** Presentation with concurrence by Hidalgo County Purchasing Agent, Budget Officer and County Auditor for approval of "ORDERS" for all General Fund Budgets and any other applicable budgets for the following:

a. Cut-off date for the submission of Requisitions by Friday, November 16, 2012 for goods and/or services that require sufficient time to order and receive prior to 12-31-13, i.e. MAJOR PURCHASES, vehicles, furniture, systems and/or equipment; and,

b. Cut-off date for the submission of Requisitions by Friday, December 7, 2012 on goods and/or services that require sufficient time to order and receive prior to 12-31-13, i.e., DAY TO DAY PURCHASES, items necessary for daily operations;

c. Approval to notify all elected offices and departments that open purchase orders at 12-31-12 for which there is not a proper invoice and physical recept of goods and/or services will be charged to the 2014 budgets.

2. **AI-40896** Presentation of bid(s) received for the purpose of award and approval of contract(s) by CC to vendors submitting lowest pricing and meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Purchase of Uniforms & Accessories for Hidalgo Cty. Law Enforcement Agencies through RFB No. 2013-088-07-24-SMA.

3. **AI-41085** Acceptance and approval of an Amendment No. 1 to the AIA A101-2007 Standard Form of Agreement with D. Wilson Construction Company,for the "Remodel of Existing Old Administration Building (1st and 2nd Floor)," to reflect the cost of $3,375,220.00 as approved in CC on 9/24/13.

**B. Pct. 1**

1. **AI-40912** Requesting approval of the following claims/invoices with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor:

| Date | Invoice No. | Vendor Name | Total Invoice | Account No. |
|---|---|---|---|---|
| 09/01/13 | 22809579 | ASG SECURITY | 26.50 | 3-1200-431-00-121-005-0-413 |
| 09/01/13 | 22809581 | ASG SECURITY | 23.45 | 3-1100-452-00-121-013-0-413 |
| 07/01/13 | 22547072 | ASG SECURITY | 26.65 | 3-1100-452-00-121-013-0-413 |
| 09/01/13 | 22851289 | ASG SECURITY | 26.65 | 3-1100-452-00-121-013-0-413 |

2. **AI-41038** Pursuant to contract with TEDSI Infrastructure Group, Article 14 of Contract #C-08-227-02-09 the request for approval by engineer to permit the subcontracting of subconsulting services in connection to Work Authorization No. 2 previously approved on August 6, 2013 for the "Mile 6W Project" in Precinct One.

3. **AI-40990** **CONSTABLE PRECINCT ONE:**
Accepance and approval of Request for Payment Application No.9 in the amount of $11,149.76 and Payment Application No. 10 in the amount of $20,504.76 as submitted by Holchemont, LTD., awarded vendor for the "Construction Of A New Constable Building Precinct One Offices" and as certified by project architect, Alcocer Garcia Associates, Inc. in connection with Contract #C-12-028-07-24 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

4. **AI-41026** Requesting approval of the following claims/invoices with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor:

| Date | Invoice # | Vendor Name | Total Invoice | Account # |
|---|---|---|---|---|
| 7/31/13 | 00526024 | Weldinghouse, Inc. | $55.78 | 3-1200-431-00-121-005-0-442 |
| 7/31/13 | 00526025 | Weldinghouse, Inc. | $24.38 | 3-1100-452-00-121-013-0-442 |
| | | **Total** | **$80.16** | |

**C. Colonia Access Program Pct. 3**

1. **AI-40751** Acceptance and approval of the following for C-CAP-13-192-07-30 Road & Drainage Construction for Regal Estates Subdivision (Pct 3) between Hidalgo County and Texas Cordia Construction, LLC as submitted through project engineer Javier Hinojosa Engineering:
A. Final construction contract (CC previously approved to award on 07-30-13) in the amount of $167,630.15;

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

**19. Closed Session:**
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. AI-41046** Claim of Cirilo Licea

**20. Open Session:**

**A.** Real Estate Acquisition and appropriation for same

**B.** Pending and/or potential litigation

**C. AI-41047** Claim of Cirilo Licea

**21. Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

**22.** **Open Session:**

Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

**23.** **Adjourn**

**AI-41020** **County Judge's Office 6. A.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

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

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Approval of Proclamation declaring October 2013 as "Breast Cancer Awareness Month" in Hidalgo County

### BACKGROUND

## Attachments

Proclamation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Ivan Cantu | 10/02/2013 08:36 AM |
| Manuel Chapa | Manuel Chapa | 10/03/2013 01:13 PM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Monica Badillo Started On: 09/30/2013 02:35 PM

Final Approval Date: 10/03/2013

# PROCLAMATION DECLARING OCTOBER 2013 AS "BREAST CANCER AWARENESS MONTH"

**WHEREAS,** the citizens of Hidalgo County value the benefits of good health as the key component of a long, productive and fulfilling life and proudly support observances that focus public attention on crucial health issues, such as Breast Cancer Awareness Month; and

**WHEREAS,** one of the most urgent health concerns facing women, breast cancer is the most prevalent form of non-skin cancer affecting women today; it is estimated that more than 200,000 women will be diagnosed with breast cancer this year, and tens of thousands are expected to lose their lives to the disease; and

**WHEREAS,** there are factors known to increase a woman's risk of developing breast cancer, nearly 80 percent of women diagnosed do not exhibit any of the determinant factors; medical experts stress the importance of early screening and recommend that all women 40 years of age and above have a mammogram and clinical breast examination, as early detection of signs and symptoms of breast cancer can increase the survival rate by nearly 95 percent; and

**WHEREAS,** continued progress in the battle against breast cancer demands widespread public support for innovative programs, scientific research and education; all educators, service providers, researchers and advocacy groups are urged to work together to develop ways to educate more women about breast cancer and to ensure that all women in South Texas have access to appropriate breast cancer screening services; and

**WHEREAS,** during this month-long observance, all Hidalgo County residents are encouraged to join in related activities and initiatives that help raise support and awareness of this serious health concern, which has claimed too many lives over the years; moreover, people everywhere are called upon to raise their awareness of breast cancer and contribute to the global fight against this devastating disease.

**NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby proclaims the month of October 2013 as BREAST CANCER AWARENESS MONTH in Hidalgo County.**

**Approved this 7th day of October, 2013.**

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
CountyCommissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

**AI-40932** **Constables 8. A.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Roxanne De La Cruz, CONSTABLE PCT. #2

**Department:** CONSTABLE PCT. #2

## Information

**CAPTION**

Constable Pct. #2 (1100):
Discussion, consideration and approval to appoint Mario Mireles as Deputy Constable by Constable Martin Cantu, Constable Precinct 2 in accordance with Texas Local Government Code Section 86.011:

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3- 1100-421-00-292-001-0-XXX

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

**BUDGETARY IMPACT:**

Funds budgeted within department/ position, slot #0013.

## Attachments

Texas Government Code Sec. 86.011

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 09/25/2013 03:28 PM |
| Rosalinda Cantu | Rosie Cantu | 09/27/2013 03:20 PM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Roxanne De La Cruz Started On: 09/25/2013 11:01 AM

Final Approval Date: 10/03/2013

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than $500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts

1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.
Amended by:
Acts 2005, 79th Leg., Ch. 1094, Sec. 18, eff. September 1, 2005.

Sec. 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001.
Amended by:
Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the

citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

## SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it

necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

## SUBCHAPTER C. POWERS AND DUTIES

Sec. 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the

county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, Sec. 1, eff. Jan. 1, 1998.

Sec. 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall

be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal. This section does not apply to actions brought under or that could have been brought under Chapter 34, Civil Practice and Remedies Code.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:
Acts 2007, 80th Leg., R.S., Ch. 421, Sec. 6, eff. September 1, 2007.

Sec. 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

**AI-40960** **Sheriff's Office 9. A.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Emilia Uriegas, SHERIFF DEPT.

**Department:** SHERIFF DEPT.

## Information

### CAPTION

1. Approval of certification of revenues as certified by the County Auditor's Office.
2. Approval of budget appropriation for $16,400.00.

### BACKGROUND

Funding was provided by the Lower Rio Grande Valley Development Council. Approval of check acceptance was granted by Commissioners' Court on 09/24/13 (AI#40616; Item 9B).

Monies were provided pursuant to the interlocal agreement for E9-1-1 Public Safety Answering Point (PSAP) Services between the Lower Rio Grande Valley Development Council (LRGVDC) and Hidalgo County, Section 6.2. Commissioners' Court approved the interlocal agreement on 08/20/13 (AI#40162; Item 10A1&2).

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1284-421-51-280-030-3-XXX

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

**BUDGETARY IMPACT:**

No local cash match is required.

## Attachments

revised

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Emilia Uriegas Started On: 09/25/2013 04:40 PM

Final Approval Date: 10/03/2013

**DATE:** September 25, 2013 **REVISED**

**DEPARTMENT HEAD:** Sheriff Guadalupe "Lupe" Trevino **CC 10**

**DEPARTMENT NAME:** LRGVDC 911 Program

**ACCOUNT NUMBER:** 3-1284-421-51-280-030-5-432

**SUBJECT:** **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER(S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 3-1284-421-51-280-030-5-432 | LRGVDC 911 Program-Equip. & Veh. R &M Svcs. | 16,400.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL APPROPRIATIONS | 16,400.00 |
| 3-1284-334-10-280-030-5-000 | Lower Rio Grande Development Council | 16,400.00 |
| | TOTAL REVENUES | 16,400.00 |

**REASON:** **To appropriate budget for funding provided by the Lower Rio Grande Valley Development Council for the 911 Program.**

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-40899** **Sheriff's Office 9. B.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Virginia Rodriguez, SHERIFF DEPT.

**Department:** SHERIFF DEPT.

---

## Information

### CAPTION

Approval to process the following O'reilly Auto Parts and Autozone invoices as claims with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

**O'really Auto Parts**

| Invoice # | Date: | Amount: |
|---|---|---|
| 1582-375571 | 05-06-2013 | $19.53 |
| 1582-375752 | 05-07-2013 | $123.92 |
| 1582-376231 | 05-09-2013 | $224.28 |
| 1582-384315 | 06-12-2013 | $202.73 |
| 1582-387066 | 06-24-2013 | $123.67 |
| 1582-388085 | 06-28-2013 | $165.71 |
| 1582-388796 | 07-01-2013 | $238.57 |
| 1582-388938 | 07-02-2013 | $27.51 |
| 1582-389032 | 07-02-2013 | $238.57 |
| 1582-390560 | 07-09-2013 | $238.57 |
| 1582-393502 | 07-22-2013 | $200.59 |
| 1582-394925 | 07-29-2013 | $219.00 |
| 1582-394924 | 07-29-2013 | $219.00 |
| 1582-397351 | 08-08-2013 | 423.99 |

**Autozone**

| Invoice # | Date: | Amount: |
|---|---|---|
| 1392710513 | 05-06-2013 | $47.64 |
| 1392710525 | 05-06-2013 | $45.65 |
| 3973071418 | 07-25-2013 | $193.20 |
| 3973057809 | 07-10-2013 | $169.99 |
| 3973057813 | 07-10-2013 | $193.20 |
| 3973088109 | 08-12-2013 | $89.94 |

**BACKGROUND**

Above invoices are being placed as claims due to Auditor's inability to verify pricing on website, therefore, items are considered "open market".

---

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 1100-421-00-280-001-0-672/679

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

**BUDGETARY IMPACT:**

Funding available as of 10-2-13
PO# 685416
PO# 685394

---

## Attachments

AutoZone Invoices

O'really Auto Parts Invoices

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 09/24/2013 03:08 PM |
| Budget & Management | Obdett Calzada | 09/25/2013 10:08 AM |
| Manuel Chapa | Manuel Chapa | 10/02/2013 10:34 AM |
| Purchasing Department | Virginia Rodriguez | 10/03/2013 01:56 PM |
| Manuel Chapa | Manuel Chapa | 10/03/2013 02:55 PM |
| Auditor's Office | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Virginia Rodriguez Started On: 09/24/2013 11:38 AM

Final Approval Date: 10/03/2013

AutoZone®

Page: 1 of 1

912 E UNIVERSITY
EDINBURG, TX 78539
956 380-6779

| Customer Information | Order Information |
|---|---|
| COUNTY OF HIDALGO SHERIFFS OFF<br>711 EL CIBOLO RD<br>EDINBURG, TX 78540-<br>PHONE.....956 393-6185<br>PO NUMBER..685394SHOP | INVOICE NUMBER..1392710513 01<br>COMM SPECIALIST. TRUJILLO,EDUARDO<br>ORDER DATE.....5/06/2013 2:17p<br>QUOTE DELIVERY..05/06/2013 03:43p |

Items

| Qty | Sku | Description | Sugg. List | Cost | Core | Amount |
|---|---|---|---|---|---|---|
| 1 | 043073 | KE12BX CLAMP 9/16" TO 1<br>Koehler Boxed Hose Clamps | 3.98 | 1.99 | 0.00 | 1.99 |
| **NO VEHICLE GIVEN For The Above Items** | | | | | | |
| 5 | 999396 | APXT11 CRIMP TEE<br>Misc OSB SKU | 18.18 | 9.13 | 0.00 | 45.65 |

**The Above Items Belong To 2008 Ford Truck Expedition 2WD**
**The Above Items Belong To 2008 Ford Truck Expedition 2WD**

P.O. # 685394
Invoice Received By: M. Montoya On: 5-21-13
Good/Services Received By: J. Ibarra On: 5-6-13
3-1100-421-00-28[illegible]

MSDS can be ordered upon request

1392710513050613C

| Payment | Apprv | Amount |
|---|---|---|
| 6808 941057 0 | AUGA0K | 47.64 |

| | |
|---|---|
| Subtotal | 47.64 |
| Tax | 0.00 |
| Total | 47.64 |

*The signature above acknowledges customer's agreement to be bound by all terms outlined in the AutoZone Commercial Customer Charge Account Agreement. as amended from time to time.

AutoZone®

Page: 1 of 1

912 E UNIVERSITY
EDINBURG, TX 78539
956 380-6779

| Customer Information | Order Information |
|---|---|
| COUNTY OF HIDALGO SHERIFFS OFF<br>711 EL CIBOLO RD<br>EDINBURG, TX 78540-<br>PHONE.....956 393-6185<br>PO NUMBER..685394SHOP | INVOICE NUMBER..1392710525 06<br>COMM SPECIALIST. TRUJILLO,EDUARDO<br>ORDER DATE.....5/06/2013 2:29p<br>QUOTE DELIVERY.. 05/06/2013 03:58p |

Items

| Qty | Sku | Description | Sugg. List | Cost | Core | Amount |
|---|---|---|---|---|---|---|
| 5 | 999396 | APXT11 APXT11 CRIMP TEE<br>Misc OSB SKU | 18.18 | 9.13 | 0.00 | 45.65 |

**The Above Items Belong To 2008 Ford Truck Expedition 2WD**
**The Above Items Belong To 2008 Ford Truck Expedition 2WD**

P.O. #: 685394
Invoice Received By: M. Montoya On 5-21-13
Good/Services Received By: J. Trujillo On 5-6-13
3-1100-421-00-280-001 ONG

MSDS can be ordered upon request

1392710525050613C

| Payment | Apprv | Amount |
|---|---|---|
| 6808 941057 0 | APY51B | 45.65 |

| | |
|---|---|
| Subtotal | 45.65 |
| Tax | 0.00 |
| Total | 45.65 |

P

*The signature above acknowledges customer's agreement to be bound by all terms outlined in the AutoZone Commercial Customer Charge Account Agreement. as amended from time to time.

AutoZone®

Page: 1 of 1
112 W MNTE CHRI
EDINBURG, TX 78541
956 287-1298

| Customer Information | Order Information |
|---|---|
| COUNTY OF HIDALGO SHERIFFS OFF<br>711 EL CIBOLO RD<br>EDINBURG, TX 78540-<br>PHONE.....956 393-6185<br>PO NUMBER..UNIT392 | INVOICE NUMBER..3973071418 04<br>COMM SPECIALIST. HERNANDEZ,CHRISTOPHER<br>ORDER DATE.....7/25/2013 10:30a<br>QUOTE DELIVERY..07/25/2013 11:59a |

Items

| Qty | Sku | Description | Sugg. List | Cost | Core | Amount |
|---|---|---|---|---|---|---|
| 1 | 999396 | 103426GE RADIATOR<br>Misc OSB SKU | 384.48 | 193.20 | 0.00 | 193.20 |

**The Above Items Belong To 2008 Ford Truck Expedition 2WD**
**The Above Items Belong To 2008 Ford Truck Expedition 2WD**

UNIT # 392
2008 Ford Expedition
VIN #1FMFU15548LA58837
L.P. 104-1531

P.O. # 685394
Invoice Received By: mmontoya on 7.25.13
Good/Services Received by: JIbarra on 7.25.13
3-1133-421-00-280-001-0-672
2013 JUL 30 RECEIVED COUNTY AUDITOR

MSDS can be ordered upon request

3973071418072513C

| Payment | Apprv | Amount |
|---|---|---|
| 6808 941057 0 | AGXJDL | 193.20 |

| | |
|---|---|
| Subtotal | 193.20 |
| Tax | 0.00 |
| Total | P 193.20 |

*The signature above acknowledges customer's agreement to be bound by all terms outlined in the AutoZone Commercial Customer Charge Account Agreement. as amended from time to time.

AutoZone®

Page: 1 of 1

112 W MNTE CHRI
EDINBURG, TX 78541
956 287-1298

| Customer Information | Order Information |
|---|---|
| COUNTY OF HIDALGO SHERIFFS OFF<br>711 EL CIBOLO RD<br>EDINBURG, TX 78540-<br>PHONE.....956 393-6185<br>PO NUMBER..UNIT330 | INVOICE NUMBER..3973057809 08<br>COMM SPECIALIST.HERNANDEZ,CHRISTOPHER<br>ORDER DATE.....7/10/2013 11:43a<br>QUOTE DELIVERY..07/10/2013 01:13p |

Items

| Qty | Sku | Description | Sugg. List | Cost | Core | Amount |
|---|---|---|---|---|---|---|
| 1 | 999396 | 3092VP AC CONDENSER<br>Misc OSB SKU | 338.30 | 169.99 | 0.00 | 169.99 |

**The Above Items Belong To 2008 Ford Truck F150 1/2 ton P/U 2WD**

**OUTSTANDING CORES 3+ DAYS**

Core Bank: 10.00

618168 CWI NEW AC COMPR

**The Above Items Belong To 2008 Ford Truck F150 1/2 ton P/U 2WD**

P.O.# 685394 JUL 2013

Invoice Received By: mmontoya on: 7-11-13

Good/Services Received By: M. Alvarez on: 7-10-13

-1100-421-00-287-001-0-

COUNTY AUDITOR RECEIVED

MSDS can be ordered upon request

3973057809071013C

| Payment | Apprv | Amount |
|---|---|---|
| 6808 941057 0 | ADN45R | 169.99 |

| | |
|---|---|
| Subtotal | 169.99 |
| Tax | 0.00 |
| Total | 169.99 |

*The signature above acknowledges customer's agreement to be bound by all terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AutoZone®

Page: 1 of 1

112 W MNTE CHRI
EDINBURG, TX 78541
956 287-1298

| Customer Information | Order Information |
|---|---|
| COUNTY OF HIDALGO SHERIFFS OFF<br>711 EL CIBOLO RD<br>EDINBURG, TX 78540-<br>PHONE.....956 393-6185<br>PO NUMBER..UNIT403 | INVOICE NUMBER..3973057813 01<br>COMM SPECIALIST.HERNANDEZ,CHRISTOPHER<br>ORDER DATE.....7/10/2013 11:46a<br>QUOTE DELIVERY..07/10/2013 01:15p |

Items

| Qty | Sku | Description | Sugg. List | Cost | Core | Amount |
|---|---|---|---|---|---|---|
| 1 | 999396 | 103426GE RADIATOR<br>Misc OSB SKU | 384.48 | 193.20 | 0.00 | 193.20 |

~~The Above Items Belong To 2008 Ford Truck E150 1/2 ton P/U 2WD~~

**OUTSTANDING CORES 3+ DAYS**

Core Bank: 10.00

618168 CWI NEW AC COMPR

~~The Above Items Belong To 2008 Ford Truck E150 1/2 ton P/U 2WD~~

2008 FORD EXPEDITION

RECEIVED BY COUNTY AUDITOR 2013 JUL 18

P.O. #: 1685394

Invoice Received By: MMontoya On: 7-18-13

Good/Services Received By: MAlvarez On: 7-10-13

3-1100-4270-280-001-0 672

MSDS can be ordered upon request

3973057813071013C

| Payment | Apprv | Amount |
|---|---|---|
| 6808 941057 | 0 AY0EDR | 193.20 |

| | |
|---|---|
| Subtotal | 193.20 |
| Tax | 0.00 |
| Total | 193.20 |

*The signature above acknowledges customer's agreement to be bound by all terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time.

AutoZone

Page: 1 of 1
112 W MNTE CHRI
EDINBURG, TX 78541
956 287-1298

| Customer Information | Order Information |
|---|---|
| COUNTY OF HIDALGO SHERIFFS OFF<br>711 EL CIBOLO RD<br>EDINBURG, TX 78540-<br>PHONE.....956 393-6185<br>PO NUMBER..UNIT248 | INVOICE NUMBER..3973088109 02<br>COMM SPECIALIST.HERNANDEZ,CHRISTOPHER<br>ORDER DATE.....8/12/2013 11:26a<br>QUOTE DELIVERY..08/12/2013 12:55p |

Items

| Qty | Sku | Description | Sugg. List | Cost | Core | Amount |
|---|---|---|---|---|---|---|
| 6 | 999396 | CB1873AP ROD BEARINGS<br>Misc OSB SKU | 29.84 | 14.99 | 0.00 | 89.94 |

**The Above Items Belong To 2007 Dodge Truck RAM 3500 1 ton 2WD**
**The Above Items Belong To 2007 Dodge Truck RAM 3500 1 ton 2WD**

**UNIT# 248**
**2007 FORD F-650**
**VIN: 3FRNX65F87V516046**
**LP: 101-9808**

P.O. #: 0853394
Invoice Received By: mmontoya On: 8-15-13
Good/Services Received By: FIbarra On: 8-12-13
3 -1100-421-00-280-001-0- 672

RECEIVED BY COUNTY AUDITOR 2013 AUG 21 PM 2:24

MSDS can be ordered upon request

3973088109081213C

| Payment | Apprv | Amount |
|---|---|---|
| 6808 941057 0 | AX7ABM | 89.94 |

| | |
|---|---|
| Subtotal | 89.94 |
| Tax | 0.00 |
| Total | P 89.94 |

*The signature above acknowledges customer's agreement to be bound by all terms outlined in the AutoZone Commercial Customer Charge Account Agreement, as amended from time to time

FIRST CALL

*Auto Parts For Professionals*

STORE PHONE # 956 [illegible]859
ADDRESS: 1710 MONTE CRISTO
EDINBURG TX 78542-2132
REMIT TO: PO BOX 9464
SPRINGFIELD MO 65801-9464

BILL TO 766551

HIDALGO CO SHERIFF DEPT

PO BOX 1228
EDINBURG TX 78542

SHIP TO

[redacted]
[redacted]
[redacted]

1582-375571
CHARGE SALE
5/06/13

| COUNTER NO. | SPECIAL INSTRUCTIONS | SHIP VIA | CUSTOMER ORDER NO. | TIME OF ORDER | FILLED BY | CHECKED BY |
|---|---|---|---|---|---|---|
| 15182 | UNIT 327 | DELIVER | 685416 | 14:16:06 | | |

| TAX | R C | QTY. | LINE | ITEM NUMBER | UNIT MEAS. | CD. | DESCRIPTION | NET UCE | NET PRICE | DISC % | CORE PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| --) Viewed the New & Improved FirstCallOnline.com? Check it out today!! | | | | | | | | | | | | |
| N | | 1 | KSD | 99211 | EA | P | MIRROR | | 12.34 | | | 12.34 |
| N | | 1 | FRT | FREIGHT | EA | D | KSD FREIGHT | | 7.19 | | | 7.19 |

| | | | | | |
|---|---|---|---|---|---|
| TOTALS | 2 | CUSTOMER COPY *We appreciate your business* | 19.53 | SUB-TOTAL | 19.53 |
| | | | | MISC. | |
| ACOSTA | | CASH TEND. | | TAX/FEES | .00 |
| CUSTOMER SIGNATURE | | CHANGE | | TOTAL | 19.53 |

*** ALL MERCHANDISE RETURNED MUST BE ACCOMPANIED BY THIS INVOICE ***

P

**UNIT # 327**
**2008 Ford F-150**
**VIN #1FTRX12W88FB16677**
**L.P. 07P-BT7**

P.O. #: 685416

Invoice Received By:
mmontoya On 7-09-13

Good/Services Received By:
Ruben On 5-06-13

3-1100-421-00-280[illegible]72

[illegible]

FIRST CALL

*Auto Parts For Professionals*

STORE PHONE # 956 383-3859
ADDRESS: 1310 MONTE CRISTO
EDINBURG TX 78542-2132
REMIT TO: PO BOX 9464
SPRINGFIELD MO 65801-9464

BILL TO

766551

HIDALGO CO SHERIFF DEPT

PO BOX 1228
EDINBURG TX 78542

SHIP TO

[redacted]
[redacted]
[redacted]

1582-375752
CHARGE SALE
5/07/13

| COUNTER NO. | SPECIAL INSTRUCTIONS | SHIP VIA | CUSTOMER ORDER NO. | TIME OF ORDER | FILLED BY | CHECKED BY |
|---|---|---|---|---|---|---|
| 15182 | UNIT 286/1-STOCK | DELIVER | 685416 | 09:51:35 | | |

| TAX | B/O | QTY. | LINE | ITEM NUMBER | UNIT MEAS. | OD | DESCRIPTION | LIST PRICE | NET PRICE | DISC % | CORE PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| --) Earn great rewards with the NEW Parts Payoff program. www.FirstCallOnline.com | | | | | | | | | | | | |
| N | | 2 | SPK | 7L1Z 18472 AA | EA | P | Y | HEATR HOSE | 105.82 | 61.96 | | 123.92 |

| | | | | | |
|---|---|---|---|---|---|
| TOTALS | 2 | 210.84 | 123.92 | SUB-TOTAL | 123.92 |
| | | | | MISC. | |
| | | | | TAX/FEES | .00 |
| | | | | TOTAL | 123.92 |

"We appreciate your business"

CUSTOMER COPY

EROSMO

CUSTOMER SIGNATURE [signature]

CASH TEND.

CHANGE

"ALL MERCHANDISE RETURNED MUST BE ACCOMPANIED BY THIS INVOICE"

P

060160

**UNIT # 286**
**2008 Ford Expedition**
**VIN #1FMFU15508LA06010**
**L.P. 102-0282**

P.O. #685416
Invoice Received By: [signature] On: 5-10-13
Good/Services Received By: [signature] On: 5-7-13
3-1100-421-00-280-001-0-002

[signature]

FIRST CALL

*Auto Parts For Professionals*

STORE PHONE # 956 383-3859
ADDRESS: 1310 MONTE CRISTO
EDINBURG TX 78542-2132
REMIT TO: PO BOX 9464
SPRINGFIELD MO 65801-9464

BILL TO 766551

HIDALGO CO SHERIFF DEPT

PO BOX 1220
EDINBURG TX 78542

SHIP TO

[redacted]
[redacted]
[redacted]

1582 376231

CHARGE SALE

5/09/13

| COUNTER NO. | SPECIAL INSTRUCTIONS | SHIP VIA | CUSTOMER ORDER NO. | TIME OF ORDER | FILLED BY | CHECKED BY |
|---|---|---|---|---|---|---|
| 15182 | UNIT 289 | DELIVER | 685416 | 08:26:40 | | |

| TAX | R C | QTY. | LINE | ITEM NUMBER | UNIT MEAS. | CD. | DESCRIPTION | LIST PRICE | NET PRICE | DISC % | CORE PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| N | | 1 | | RAD 103489VP | EA | P | RADIATOR | 380.14 | 224.28 | | | 224.28 |

--) Earn great rewards with the NEW Parts Payoff program. www.FirstCallOnline.com

TOTALS 1 CUSTOMER COPY

We appreciate your business

CUSTOMER SIGNATURE

***ALL MERCHANDISE RETURNED MUST BE ACCOMPANIED BY THIS INVOICE***

| | | |
|---|---|---|
| | 380.14 | 224.28 |
| CASH TEND. | | |
| CHANGE | | |

| | |
|---|---|
| SUB-TOTAL | 224.28 |
| MISC. | |
| TAX/FEES | .00 |
| TOTAL | 224.28 |

2013 CO

P

060352

P.O. #: 685416

Invoice Received By:
[redacted] On: 5-15-13

Good/Services Received By:
[redacted] On: 5-9-13

3-1100-421-00-280-001-0-002

**UNIT # 289**
**2008 Ford Expedition**
**VIN #1FMFU15588LA0600**
**L.P. 102-0280**

FIRST CALL *Auto Parts For Professionals*

STORE PHONE # 956 383-3859
ADDRESS: 1310 MONTE CRISTO
EDINBURG TX 78542-2132
REMIT TO: PO BOX 9464
SPRINGFIELD MO 65801-9464

BILL TO (1)
HIDALGO CO SHERIFF DEPT

PO BOX 1228
EDINBURG TX 78542

SHIP TO
766551******* HISTORICAL REPRINT 06/13/13 *******

RP(1582-384315
CHARGE SALE
6/12/13

REPRINT # 1 BY JG

| COUNTER NO. | SPECIAL INSTRUCTIONS | SHIP VIA | CUSTOMER ORDER NO. | TIME OF ORDER | FILLED BY | CHECKED BY |
|---|---|---|---|---|---|---|
| 15182 | UNIT 535 | DELIVER | 685416 | 09:12:00 | | |

| TAX | R C | QTY. | LINE | ITEM NUMBER | UNIT MEAS. | CO. | DESCRIPTION | LIST PRICE | NET PRICE | DISC % | CORE PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| N | | 1 | DLP | HTS106 | EA | P | EX PRES R&TR | 620.32 | 365.99 | | | 365.99 |
| N | N | 1 | BWD | 23076 | EA | | PRESSURE REG | 289.81- | 163.26- | | | 163.26- |

******** RETURN AUTHORIZATION ******** MGR OK- ***
*** ORIGINAL INV#- 384161 RETURN - VERIFIED ORIG SLS#- ***

| | | | | | | |
|---|---|---|---|---|---|---|
| TOTALS | 2 | 330.51 | 202.73 | SUB-TOTAL | 202.73 |
| | | | | MISC. | |
| | | | | CASH TEND. | TAX/FEES | .00 |
| | | | | CHANGE | TOTAL | 202.73 |

We appreciate your business

CUSTOMER COPY

ERASMO
CUSTOMER SIGNATURE

ALL MERCHANDISE RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

(2) Unit # 535
2002 Ford F-350
VIN: 1FDWF36F22EC27746
L.P.: BU21067

P.O. #: 1685416

Invoice Received By: [redacted] On: 7.09.13

Good/Services Received By:
E Ruiz On: 6.12.13

3 -1100-421-00-280-001-0-[redacted]72

RECEIVED
COUNTY AUDITOR
2013 JUL 18 AM 8:

[redacted]

FIRST CALL

*Auto Parts For Professionals*

SPRINGFIELD MO 65801-9464

BILL TO 766551

HIDALGO CO SHERIFF DEPT

PO BOX 1228
EDINBURG TX 78542

SHIP TO

[redacted] 1582-387066

[redacted] CHARGE SALE

[redacted] 6/24/13 7

| COUNTER NO. | SPECIAL INSTRUCTIONS | SHIP VIA | CUSTOMER ORDER NO. | TIME OF ORDER | FILLED BY | CHECKED BY |
|---|---|---|---|---|---|---|
| 15182 | K9 UNIT | DELIVER | 685416 | 11:12:54 | | |

| TAX | R C | QTY. | LINE | ITEM NUMBER | UNIT MEAS. | CO. | DESCRIPTION | LIST PRICE | NET PRICE | DISC % | CORE PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| --) $25 BestBuy gift card w/purchase of 2 Murray AC Kits. www.FirstCallPromo.com | | | | | | | | | | | | |
| N | | 1 | SPK | XW7Z14529BA | EA | D | SWITCH | | 123.67 | | | 123.67 |

TOTALS: 1 — *Let us take care of your business* — 123.67

CUSTOMER COPY

RUBEN

CUSTOMER SIGNATURE _____

CASH TEND.

CHANGE

| | |
|---|---|
| SUB-TOTAL | 123.67 |
| MISC. | .00 |
| TAX/FEES | 123.67 |
| TOTAL | |

P

***ALL MERCHANDISE RETURNED MUST BE ACCOMPANIED BY THIS INVOICE***

RECEIVED BY
COUNTY AUDITOR
2013 JUL 10 PM 3 01

P.O. #: 685416

Invoice Received By:
[signature] On: 6.26.13

Good/Services Received By:
Ruben On: 6.24.13

3-1100-421-00-280-001-0-672

[signature]

FIRST CALL

*Auto Parts For Professionals*

STORE PHONE # 956 383-3373
ADDRESS: 1110 MONTE CRISTO
EDINBURG TX 78542-2132
REMIT TO: PO BOX 9464
SPRINGFIELD MO 65801-9464

BILL TO 766551

HIDALGO CO SHERIFF DEPT

PO BOX 1228
EDINBURG TX 78542

SHIP TO [redacted] 1582-380085

[redacted] CHARGE SALE

[redacted] 6/28/13

| COUNTER NO. | SPECIAL INSTRUCTIONS | SHIP VIA | CUSTOMER ORDER NO. | TIME OF ORDER | FILLED BY | CHECKED BY |
|---|---|---|---|---|---|---|
| 15182 | UNIT 382 | DELIVER | 685416 | 12:35:32 | | |

| TAX | R C | QTY. | LINE | ITEM NUMBER | UNIT MEAS. | CD. | DESCRIPTION | LIST PRICE | NET PRICE | DISC % | CORE PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $25 BestBuy | | gift card w/purchase of 2 Murray AC Kits. www.FirstCallPros0.com | | | | | | | | |
| N | | 1 | RAD | 303508 | EA | P | CONDENSOR | 280.86 | 165.71 | | | 165.71 |

| TOTALS | 1 | | | | | | | 280.86 | 165.71 | SUB-TOTAL | 165.71 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | MISC. | 00 |
| | | | | | | | | | | TAX/FEES | 71 |
| | | | | | | | | | | TOTAL | 2013 |

"We appreciate your business"

CUSTOMER COPY

MAURO
CUSTOMER SIGNATURE Mauro Cruz

CASH TEND.
CHANGE

"ALL MERCHANDISE RETURNED MUST BE ACCOMPANIED BY THIS INVOICE"

RECEIVED BY
COUNTY AUDITOR
2013 JUL 10 PM 3 02

**UNIT # 382**
**2008 Ford Expedition**
**VIN #1FMFU15578LA58864**
**L.P. 104-1509**

P.O. #: 685416

Invoice Received By: MMontoya On: 7-03-13

Good/Services Received By: M. Alvarez On: 6-28-13

3 -1100-421-00-280-001-0- 672

FIRST CALL

*Auto Parts For Professionals*

STORE PHONE # 956 383-3859
ADDRESS: 1310 MONTE CRISTO
EDINBURG TX 78542-2132
REMIT TO: PO BOX 9464
SPRINGFIELD MO 65801-9464

BILL TO 766551

HIDALGO CO SHERIFF DEPT

PO BOX 1228
EDINBURG TX 78542

SHIP TO

[redacted] 1582-388796

[redacted] CHARGE SALE

[redacted] 7/01/13

| COUNTER NO. | SPECIAL INSTRUCTIONS | SHIP VIA | CUSTOMER ORDER NO. | TIME OF ORDER | FILLED BY | CHECKED BY |
|---|---|---|---|---|---|---|
| 15182 | UNIT 382 | DELIVER | 685416 | 15:21:59 | | |

| TAX | B/C | QTY. | LINE | ITEM NUMBER | UNIT MEAS. | CO. | DESCRIPTION | LIST PRICE | NET PRICE | DISC % | CORE PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| --) Earn great rewards with the NEW Parts Payoff program. www.FirstCallOnline.com | | | | | | | | | | | | |
| N | | 1 | RAD | 103489VP | EA | P | RADIATOR | 404.36 | 238.57 | | | 238.57 |

| | | | | | | |
|---|---|---|---|---|---|---|
| TOTALS | 1 | | 404.36 | 238.57 | SUB-TOTAL | 238.57 |
| | | CUSTOMER COPY | | | MISC. | |
| ERASMO | | | | CASH TEND. | TAX/FEES | .30 |
| CUSTOMER SIGNATURE | | | | CHANGE | TOTAL | 238.57 |

P

ALL MERCHANDISE RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

UNIT # 382
2008 Ford Expedition
VIN #1FMFU15578LA58864
L.P. 104-1509

RECEIVED
COUNTY AUDITOR
2013 JUL 10 AM 8:53

P.O. #: 685416
Invoice Received By: mmontoya on 7.09.13
Good/Services Received By:
buben on 7.01.13
3 -1100-421-00-280-001-0-672

FIRST CALL

*Auto Parts For Professionals*

STORE PHONE # 956 383-1959
ADDRESS: 1210 MONTE CRISTO
EDINBURG TX 78542-2132
REMIT TO: PO BOX 9464
SPRINGFIELD MO 65801-9464

BILL TO

766551

HIDALGO CO SHERIFF DEPT

PO BOX 1220
EDINBURG TX 78542

SHIP TO

[redacted] 15A2-388938

[redacted] CHARGE SALE

[redacted] 7/02/13

| COUNTER NO. | SPECIAL INSTRUCTIONS | SHIP VIA | CUSTOMER ORDER NO. | TIME OF ORDER | FILLED BY | CHECKED BY |
|---|---|---|---|---|---|---|
| 15182 | K9 UNIT | DELIVER | 685416 | 10:02:42 | | |

| TAX | R C | QTY. | LINE | ITEM NUMBER | UNIT MEAS. | CO. | DESCRIPTION | LIST PRICE | NET PRICE | DISC % | CORE PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| --) Earn great rewards with the NEW Parts Payoff program. WWW.FirstCallOnline.com | | | | | | | | | | | | |
| N | | 1 | SPK | 1L2Z 14529-BA | EA | P | SWITCH | 256.24 | 151.18 | | | 151.18 |
| N | NR | 1 | SPK | XW7Z14529BA | EA | P | SWITCH | 256.24- | 123.67- | | | 123.67 |
| | | | | ******** RETURN AUTHORIZATION ******** | | | | MGR OK- | | | *** | |
| | | | | *** ORIGINAL INV#- 001582-387066 | | | | RETURN - VERIFIED | | ORIG SL9#- | *** | |

| | | | | | |
|---|---|---|---|---|---|
| TOTALS | 2 | 27.51 | SUB-TOTAL | 27.51 | P |
| | | | MISC. | | |
| | | CASH TEND. | TAX/FEES | .00 | |
| GUTIERREZ CUSTOMER SIGNATURE | | CHANGE | TOTAL | 27.51 | |

CUSTOMER COPY

*We appreciate your business*

ALL MERCHANDISE RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

RECEIVED BY
COUNTY AUDITOR
2013 JUL 10 PM 3

P.O. #: [redacted]

Invoice Received By:
[redacted] on: 07.03.13

Good/Services Received By:
M Alvarez On: 7.01.13

3 -1100-421-00-280-001-0- 072

FIRST CALL

*Auto Parts For Professionals*

STORE PHONE # 956 383-3455
ADDRESS: 1310 MONTE CRISTO
EDINBURG TX 78542-2132
REMIT TO: PO BOX 9464
SPRINGFIELD MO 65801-9464

BILL TO
766551

HIDALGO CO SHERIFF DEPT

PO BOX 1228
EDINBURG TX 78542

SHIP TO

[redacted] 1582-389032
[redacted] CHARGE SALE
[redacted] 7/02/13

| COUNTER NO. | SPECIAL INSTRUCTIONS | SHIP VIA | CUSTOMER ORDER NO. | TIME OF ORDER | FILLED BY | CHECKED BY |
|---|---|---|---|---|---|---|
| 15182 | UNIT 385 | DELIVER | 685416 | 14:29:29 | | |

| TAX | S C | QTY. | LINE | ITEM NUMBER | UNIT MEAS. | CD. | DESCRIPTION | LIST PRICE | NET PRICE | DISC % | CORE PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Earn great rewards with the NEW Parts Payoff program. www.FirstCallOnline.com | | | | | | | | |
| N | | 1 | RAD | 103489VP | EA | P | RADIATOR | 404.36 | 238.57 | | | 238.57 |

| TOTALS | | | | SUB-TOTAL | 238.57 |
|---|---|---|---|---|---|
| | *We appreciate your business* | 404.36 | 238.57 | MISC. | |
| ROLE | CUSTOMER COPY | | | CASH TEND. | |
| CUSTOMER SIGNATURE | | | | CHANGE | |
| | | | | TAX/FEES | 238. |
| | | | | TOTAL | |

***ALL MERCHANDISE RETURNED MUST BE ACCOMPANIED BY THIS INVOICE***

RECEIVED BY COUNTY AUDITOR
2013 JUL 10 PM 3 03

**UNIT # 385**
**2008 Ford Expedition**
**VIN #1FMFU15538LA58828**
**L.P. 104-1521**

P.O. #: 685416
Invoice Received By: mmontoya On: 7-03-13
Good/Services Received By: J Zarate On: 7-02-13
3 -1100-421-00-280-001-0- 672

FIRST CALL

*Auto Parts For Professionals*

STORE PHONE # 956 [illegible]-3859
ADDRESS: [illegible] MONTE : PISTO
EDINBURG TX 78542-2132
REMIT TO: PO BOX 9464
SPRINGFIELD MO 65801-9464

BILL TO 766551 SHIP TO

HIDALGO CO SHERIFF DEPT

PO BOX 1228
EDINBURG TX 78542

[redacted] 1582-390560
[redacted] CHARGE SALE
[redacted] 7/09/13

| COUNTER NO. | SPECIAL INSTRUCTIONS | SHIP VIA | CUSTOMER ORDER NO. | TIME OF ORDER | FILLED BY | CHECKED BY |
|---|---|---|---|---|---|---|
| 15182 | UNIT 265 | DELIVER | 685416 | 11:39:47 | | |

| TAX | R S | QTY. | LINE | ITEM NUMBER | UNIT MEAS. | CO. | DESCRIPTION | LIST PRICE | NET PRICE | DISC % | CORE PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| N | | 1 | RAD | 103489VP | EA | P | RADIATOR | 404.36 | 238.57 | | | 238.57 |

Earn great rewards with the NEW Parts Payoff program. www.FirstCallOnline.com

| | | | |
|---|---|---|---|
| TOTALS | 404.36 | 238.57 | SUB-TOTAL 238.57 |
| ERASMO CUSTOMER COPY | | | MISC. |
| CUSTOMER SIGNATURE | | CASH TEND. | TAX/FEES 238.57 |
| ALL MERCHANDISE RETURNED MUST BE ACCOMPANIED BY THIS INVOICE | | CHANGE | TOTAL |

JUL 18 2013

**UNIT # 265**
**2008 Ford Expedition**
**VIN #1FMFU15528LA05383**
**L.P. 102-0226**

P.O. #: 685414

Invoice Received By: MMontoya On: 7-11-13

Good/Services Received By: E. Ruiz On: 7.09.13

3-1100-421-00-280-001-0- 672

Couldn't verify price

FIRST CALL *Auto Parts For Professionals*

STORE PHONE # 956 [illegible]
ADDRESS: 1310 MONTE CRISTO
EDINBURG TX 78542-2132
REMIT TO: PO BOX 9464
SPRINGFIELD MO 65801-9464

BILL TO
1C 766551

HIDALGO CO SHERIFF DEPT

PO BOX 1228
EDINBURG TX 78542

SHIP TO

[redacted] 1582-393502
[redacted] CHARGE SALE
[redacted] 7/22/13

| COUNTER NO. | SPECIAL INSTRUCTIONS | SHIP VIA | CUSTOMER ORDER NO. | TIME OF ORDER | FILLED BY | CHECKED BY |
|---|---|---|---|---|---|---|
| 15182 | UNIT 291 | DELIVER | 685416 | 14:38:44 | | |

| TAX | R C | QTY. | LINE | ITEM NUMBER | UNIT MEAS. | CD. | DESCRIPTION | = | LIST PRICE | NET PRICE | DISC % | CORE PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| --) Igloo Thermos w/purchase of $300 in Murray Water Pumps. www.FirstCallPromo.com | | | | | | | | | | | | | |
| N | | 1 | OSP | 103489VP | EA | P | RADIATOR | | 404.36 | 200.59 | | | 200.59 |

| | | | | | |
|---|---|---|---|---|---|
| TOTALS | 1 | | 404.36 | 200.59 | SUB-TOTAL 200.59 |
| | | CUSTOMER COPY | | | MISC. |
| RUBEN | | | | CASH TEND. | TAX/FEES .00 |
| CUSTOMER SIGNATURE | | | | CHANGE | TOTAL 200.59 |

*** ALL MERCHANDISE RETURNED MUST BE ACCOMPANIED BY THIS INVOICE ***

**UNIT # 291**
**2008 Ford Expedition**
**VIN #1FMFU15588LA05395**
**L.P. 102-0279**

2013

P.O. #: 685416

Invoice Received By: MMORALES on: 7.23.13

Good/Services Received By: RVELASQUEZ on: 7.22.13

3-1100-421-00-280-001-0-272

FIRST CALL

*Auto Parts For Professionals*

STORE PHONE # [illegible] 381-3859
ADDRESS: 1210 WHITE [illegible] PISTO
EDINBURG TX 78542-2132
REMIT TO: PO BOX 9464
SPRINGFIELD MO 65801-9464

BILL TO 1C 766551

SHIP TO

HIDALGO CO SHERIFF DEPT

PO BOX 1228
EDINBURG TX 78542

[redacted] 1582-394925
[redacted] CHARGE SALE
[redacted] 7/29/13

| COUNTER NO. | SPECIAL INSTRUCTIONS | SHIP VIA | CUSTOMER ORDER NO. | TIME OF ORDER | FILLED BY | CHECKED BY |
|---|---|---|---|---|---|---|
| 15182 | UNIT 424 | DELIVER | 685416 | 09:51:15 | | |

| TAX | B O | QTY. | LINE | ITEM NUMBER | UNIT MEAS. | CD. | DESCRIPTION | LIST PRICE | NET PRICE | DISC % | CORE PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| --) Igloo Thermos w/purchase of $300 in Murray Water Pumps. www.FirstCallPros.com | | | | | | | | | | | | |
| N | | 1 | RAD | 103489CS | EA | P | RADIATOR | 371.19 | 219.00 | | | 219.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| TOTALS | 1 | CUSTOMER COPY *We appreciate your business* | 371.19 | 219.00 | SUB-TOTAL | 219.00 |
| | | | | | MISC. | |
| RUBEN | | | | CASH TEND. | TAX/FEES | .00 |
| CUSTOMER SIGNATURE | | | | CHANGE | TOTAL | 219.00 |

***ALL MERCHANDISE RETURNED MUST BE ACCOMPANIED BY THIS INVOICE***

P

**UNIT # 424**
**2008 Ford Expedition**
**VIN #1FMFU15538LA56836**
**L.P. 104-1575**

**P.O.#** 685416
**INVOICE RECEIVED BY:**
mmontoya **ON:** 7-31-13
**GOOD/SERVICES RECEIVED BY:**
R Fausto **ON:** 7.29.13
**3-1100-421-00-280-001-0-** 685416 ✓

RECEIVED
JUL 29 2013

FIRST CALL

*Auto Parts For Professionals*

STORE PHONE # 956 383-3859
ADDRESS: 1310 MONTE CRISTO
EDINBURG TX 78542-2132
REMIT TO: PO BOX 9464
SPRINGFIELD MO 65801-9464

BILL TO IC 766551

HIDALGO CO SHERIFF DEPT

PO BOX 1228
EDINBURG TX 78542

SHIP TO

[redacted] 1582-394924
[redacted] CHARGE SALE
[redacted] 7/29/13

| COUNTER NO. | SPECIAL INSTRUCTIONS | SHIP VIA | CUSTOMER ORDER NO. | TIME OF ORDER | FILLED BY | CHECKED BY |
|---|---|---|---|---|---|---|
| 15182 | UNIT 275 | DELIVER | 685416 | 09:50:07 | | |

| TAX | P/C | QTY. | LINE | ITEM NUMBER | UNIT MEAS. | CD. | DESCRIPTION | LIST PRICE | NET PRICE | DISC % | CORE PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| --) Igloo Thermos w/purchase of $300 in Murray Water Pumps. WWW.FirstCallPromo.com | | | | | | | | | | | | |
| N | | 1 | RAD | 103489VP | EA | P | RADIATOR | 371.19 | 219.00 | | | 219.00 |
| TOTALS | | 1 | | | | | | 371.19 | 219.00 | | SUB-TOTAL | 219.00 |
| | | | | | | | | | | | MISC. | |
| | | | | | | | | | | | TAX/FEES | .00 |
| | | | | | | | | | | | TOTAL | 219.00 |

CUSTOMER COPY

*We appreciate your business*

RUBEN
CUSTOMER SIGNATURE

CASH TEND.
CHANGE

"ALL MERCHANDISE RETURNED MUST BE ACCOMPANIED BY THIS INVOICE"

**UNIT # 275**
**2008 Ford Expedition**
**VIN #1FMFU15518LA05996**
**L.P. 102-0240**

**P.O.#** 685416
**INVOICE RECEIVED BY:**
mmontoya **ON:** 7-31-13
**GOOD/SERVICES RECEIVED BY:**
Ruben Fausto **ON:** 7-29-13
**3-1100-421-00-280-001-0-** 672 V

RECEIVED BY
2013 AUG 2 PM 2:28

**FIRST CALL** *Auto Parts For Professionals*

REMIT TO: PO BOX 2464
SPRINGFIELD MO 65801-2464

BILL TO 1C (1) SHIP TO 756551******* HISTORICAL REPRINT 08/15/13 *******

HIDALGO CO SHERIFF DEPT

PO BOX 1220
EDINBURG TX 78542

REPRINT # 1 BY JBG

INVOICE NUMBER RP1302-29[illegible]
INVOICE TYPE CHARGE SALE
INVOICE DATE 8/20/13

| COUNTER NO. | SPECIAL INSTRUCTIONS | SHIP VIA | CUSTOMER ORDER NO. | TIME OF ORDER | FILLED BY | CHECKED BY |
|---|---|---|---|---|---|---|
| 5302 | (2) SHOP USE | DELIVER | 685416 | 13:37:00 | | |

| TAX | R C | QTY. | LINE | ITEM NUMBER | UNIT MEAS. | CD. | DESCRIPTION | T PRICE | NET PRICE | DISC % | CORE PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | MCS | FPT2E20E | EA | P | FUEL CAP TEP | | 402.99 | | | 402.99 |
| | | 1 | FRT | FREIGHT | EA | D | MCS FREIGHT | | 21.00 | | | 21.00 |

TOTALS 2 CUSTOMER COPY 423.99

COSTA
CUSTOMER SIGNATURE

CASH TEND.
CHANGE

SUB-TOTAL 423.99
MISC.
TAX / FEES .00
TOTAL 423.99 P

***ALL MERCHANDISE RETURNED MUST BE ACCOMPANIED BY THIS INVOICE***

RECEIVED BY COUNTY AUD 2013 AUG 26

**P.O.# 685416**
**INVOICE RECEIVED BY:**
V Rodriguez **ON: 8-21-13**
**GOOD/SERVICES RECEIVED BY:**
JAcosta **ON: 8/08/13**
**3-1100-421-00-280-001-0-** 6412 ✓

✓ M

**AI-40943** **Sheriff's Office 9. C.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Virginia Rodriguez, SHERIFF DEPT.

**Department:** SHERIFF DEPT.

## Information

### CAPTION

Approval to process the following Safety Vision invoices as claims with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

| Invoice # | Date: | Amount: |
|---|---|---|
| 0512426-IN | 4-26-2013 | $1,142.50 |
| 0512428-IN | 4-26-2013 | $291.45 |
| 0512981-IN | 5-08-2013 | $291.45 |
| 0514145-IN | 5-30-2013 | $291.45 |

### BACKGROUND

The Hidalgo County Sheriff's Office secured a blanket purchase order (#689550) for $500.00 for the repair of video system in the patrol cars. The purchase order was underestimated as the four invoices total $2,016.85. The requirement of seeking three quotes on amounts over $1,000.00 was not met.

Vendor submitted a Sole Source notification stating that they are "the sole manufacturer, service repair center and vendor of Safety Vision products and propreitary software, which not interface with other products".

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 1100-421-00-280-001-0-432

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

**BUDGETARY IMPACT:**

## Attachments

Invoices

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 09/25/2013 03:48 PM |
| Budget & Management | Obdett Calzada | 09/27/2013 03:15 PM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Virginia Rodriguez Started On: 09/25/2013 02:27 PM

Final Approval Date: 10/03/2013

SAFETY VISION®

6100 W. Sam Houston Pkwy N.
Houston, Tx 77041
713.896.6600
800.880.8855
www.safetyvision.com

June 15, 2011

Hidalgo County Sheriff
711 El Cibolo
Edinburg, TX 78542

Reference: Sole Source Documentation

Safety Vision is the largest manufacturer in North America for mobile monitoring and surveillance equipment. Safety Vision also holds the status as a DBE 8(a) business through the U.S. Small Business Administration. Furthermore, Safety Vision is the sole manufacturer, service repair center and vendor of Safety Vision products and proprietary software, which will not interface with other products.

If further information is needed, please contact me at 713.896.6600.

Sincerely,

Mary Caka
Executive Asst. to CEO
GSA/Government Contract Administrator
Safety Vision L.P.

Cc: Sean Slattery, Account Executive

# Purchase Order

# COUNTY OF HIDALGO

PO#: 689550

DATE: 03/14/13



VENDOR: 380032 REQ:00233105
FAX (713)896-6640 Email:
Phone:(713)896-6600
SAFETY VISION
6100 W SAM HOUSTON PARKWAY NORTH
HOUSTON TX 77041
Vendor Acct:

BUYER:
SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

CONTACT: MYRA MONTOYA (956)393-6024
SITE: SHERIFF'S LAW ENFORCEMENT FACILITY
Special Instructions: Contract No:

**VENDOR NOTES**

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

LISA

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | ?not on the list for exempt verdures. | | |
| 1 | LOT | EX BLANKET PURCHASE ORDER TO REPAIR VIDEO SYSTEM IN SHERIFF'S OFFICE PATROL CARS | 500.00 | 500.00 |
| | | See email w/ confirmation of change | | |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | Total | | 500.00 |

**********

For Hidalgo County use only

3-1100-421-00-280-001-0-432 500.00

Approved

---

RECEIVED BY COUNTY AUDITOR
2013 JUL 12 PM 2 45

92.804 - Accessories (Not otherwise classified) maintenance and repair $10,663.85

**Authorized by:** Martha L. Salazar

SAFETY VISION®

*Mobile video solutions for enhanced safety*

6100 West Sam Houston Pkwy. North
Houston, TX 77041
Main | 713.896.6600
Toll Free | 800.880.8855
Fax | 713.896.6640

| Date: | Page: | Invoice Number: |
|---|---|---|
| 4/26/2013 | 1 | 0512426-IN |

PLEASE REFERENCE YOUR INVOICE NUMBER ON YOUR REMITTANCE

**Thanks for your order**
If you have any questions or issues, just call us **TOLL FREE**: 1-800-880-8855

# Invoice

| Bill To : | Account # HICS | **Attn: ACCOUNTS PAYABLE** |
|---|---|---|
| Hidalgo County Sheriff<br>PO Box 1228<br>Edinburg TX 78540 | | |

| SHIP TO: |
|---|
| Hidalgo County Sheriff<br>711 El Cibolo<br>Attn Ever Ochao<br>edinburg TX 78542 |

| Salesperson: SLH | Order Writer: |
|---|---|

| DISC DUE DATE: | DISC AMOUNT | NET DUE DATE | TRACKING INFO: | |
|---|---|---|---|---|
| 4/26/2013 | 0.00 | 5/26/2013 | | |

| Customer P.O. # | Order Number: | Order Date | SHIP DATE: | Ship VIA | Terms |
|---|---|---|---|---|---|
| 689550 | 0087309 | 4/3/2013 | 4/25/2013 | FED EX | Net 30 Days |

| Item Number | Customer Item No | Ordered | Shipped | Price | Amount |
|---|---|---|---|---|---|
| SV-DVR4CRHD | SN: 10909030005 DVR4Cam W/O Rmvable HD ver3.6c TECH: 095 | | | | |
| /DVR7<br>Rte Rec/Patrol Rec DVR Repairs | | | | | 278.50 |
| SV-4CHDDVR | SN: 11208050179 Same as DVR4CRHD - Mobile Poli TECH: 095 | | | | |
| /DVR7<br>Rte Rec/Patrol Rec DVR Repairs | | | | | 278.50 |
| SV-4CHDDVR | SN: 11208050132 Same as DVR4CRHD - Mobile Poli TECH: 095 | | | | |
| /DVR7<br>Rte Rec/Patrol Rec DVR Repairs | | | | | 278.50 |
| SV-DVR4CRHD<br>095 | SN: 10909020043 DVR4Cam W/O Rmvable HD ver3.6c TECH: | | | | |
| /DVR7<br>Rte Rec/Patrol Rec DVR Repairs | | | | | 278.50 |
| /SHIP<br>Shipping | | | | | 28.50 |

SHIPPED 04/24/2013 # 114526769009624

RECEIVED BY COUNTY AUDITOR
2013 JUL 12 PM 2 45

P.O. #: 689550
Invoice Received By: Ever Ochoa on: 4-24-13
Good/Services Received By: M. Monroy on: 6-25-13
3-1100-421-00-280-001-0483

Thank you for choosing Safety Vision as your mobile video solutions provider. We are committed to providing you with the highest quality product at the lowest price. If we fell short of your expectations contact me directly, Rex Colorado at rcolorado@safetyvision.com.
*PLEASE NOTE THAT PAYMENT SHOULD BE MAILED TO OUR PHYSICAL ADDRESS*

PLEASE NOTE: No returns are to be made without a Material Authorization Number. Unauthorized returns are subject to refusal and return to you at your expense. All returns will be assessed a 15% restocking charge.
Invoices reflect prevailing prices at time of shipment. Any claim for incorrect pricing must be made on or before the net due date of the invoice.
A minimum monthly delinquent fee of 1.5% may be assessed on invoices 30 or more days past due. The deliquent fee may vary from state to state depending on local regulations in effect at time of assessment.
Prepaid freight may be charged back on invoices 30 or more days past due.

| | |
|---|---|
| Net Invoice: | P 1,142.50 |
| Discount: | 0.00 |
| Freight & Handling: | 0.00 |
| Sales Tax: | 94.26 |
| **Invoice Total:** | 1,236.76 |

SAFETY VISION®

*Mobile video solutions for enhanced safety*

6100 West Sam Houston Pkwy. North
Houston, TX 77041
Main | 713.896.6600
Toll Free | 800.880.8855
Fax | 713.896.6640

| Date: | Page: | Invoice Number: |
|---|---|---|
| 4/26/2013 | 1 | 0512428-IN |

PLEASE REFERENCE YOUR INVOICE NUMBER ON YOUR REMITTANCE

**Thanks for your order**
If you have any questions or issues, just call us **TOLL FREE**: 1-800-880-8855

# Invoice

| Bill To : | Account # HICS | **Attn: ACCOUNTS PAYABLE** |
|---|---|---|
| Hidalgo County Sheriff<br>PO Box 1228<br><br>Edinburg TX 78540 | | |

| SHIP TO: |
|---|
| Hidalgo County Sheriff<br>711 El Cibolo<br>Ever Ochoa<br>edinburg TX 78542 |

| Salesperson: SLH | Order Writer: |
|---|---|

| DISC DUE DATE: | DISC AMOUNT | NET DUE DATE | TRACKING INFO: | |
|---|---|---|---|---|
| 4/26/2013 | 0.00 | 5/26/2013 | | |

| Customer P.O. # | Order Number: | Order Date | SHIP DATE: | Ship VIA | Terms |
|---|---|---|---|---|---|
| 689550 | 0087320 | 4/3/2013 | 4/25/2013 | FED EX | Net 30 Days |

| Item Number | Customer Item No | Ordered | Shipped | Price | Amount |
|---|---|---|---|---|---|
| SV-4CHDDVR | SN: 080923021 | Mobile Police 4CRHD DVR ver3.6 TECH: 095 | | | |
| /DVR7<br>Rte Rec/Patrol Rec DVR Repairs | | | | | 278.50 |
| /SHIP<br>Shipping | | | | | 12.95 |

shipped 04/24/2013 # 114526769009600

RECEIVED COUNTY JUL 12 2013

P.O. #: 689550
Invoice Received By: Ever Ochoa On: 4-24-13
Good/Services Received By: [illegible] On: 6-25-13
3-1100-421-00-280-001-0432

Thank you for choosing Safety Vision as your mobile video solutions provider. We are committed to providing you with the highest quality product at the lowest price. If we fell short of your expectations contact me directly, Rex Colorado at rcolorado@safetyvision.com.
*PLEASE NOTE THAT PAYMENT SHOULD BE MAILED TO OUR PHYSICAL ADDRESS*

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Prepaid freight may be charged back on invoices 30 or more days past due.

| | |
|---|---|
| Net Invoice: | 291.45 |
| Discount: | 0.00 |
| Freight & Handling: | 0.00 |
| Sales Tax: | 24.05 |
| **Invoice Total:** | 315.50 |

SAFETY VISION®

6100 W. Sam Houston Prkwy N.
Houston, TX 77041-5113
Direct: 713-896-6600
Fax: 713-896-6640

| Date: | Page: | Invoice Number: |
|---|---|---|
| 5/8/2013 | 1 | 0512981-IN |

PLEASE REFERENCE YOUR INVOICE NUMBER ON YOUR REMITTANCE

**Thanks for your order**
If you have any questions or issues, just call us **TOLL FREE**: 1-800-880-8855

# Invoice

| Bill To : | Account # HICS | Attn: Ever Ochoa |
|---|---|---|
| Hidalgo County Sheriff<br>PO Box 1228<br>Edinburg TX 78540 | | |

| SHIP TO: |
|---|
| Hidalgo County Sheriff<br>711 El Cibolo<br>Attn Ever Ochoa<br>Edinburg TX 78542 |

| Salesperson: SLH | Order Writer: |
|---|---|

| DISC DUE DATE: | DISC AMOUNT | NET DUE DATE | TRACKING INFO: |
|---|---|---|---|
| 5/8/2013 | 0.00 | 6/7/2013 | |

| Customer P.O. # | Order Number: | Order Date | SHIP DATE: | Ship VIA | Terms |
|---|---|---|---|---|---|
| Ever Ochoa | 0087535 | 4/23/2013 | 5/8/2013 | FED EX | Net 30 Days |

| Item Number | Customer Item No | Ordered | Shipped | Price | Amount |
|---|---|---|---|---|---|
| SV-4CHDDVR | SN: 080331007 Mobile Police 4CRHD DVR TECH: 095 | | | | |
| /DVR7 | | | | | 278.50 |
| Rte Rec/Patrol Rec DVR Repairs | | | | | |
| /SHIP | | | | | 12.95 |
| Shipping | | | | | |

Please include this form in the box with the equipment you are returning to Safety Vision
SHIPPED ON 5/7 114526769011535

P.O. #: 689550
Invoice Received By: Mmonlaya On: 7-5-13
Good/Services Received By: E. Ochoa On: 5-9-13
3-1100-421-00-280-001-0-4152
RECEIVED BY COUNTY AUDITOR 2013 JUL 12 PM 12:45

Ever Ochoa

Thank you for choosing Safety Vision as your mobile video solutions provider. We are committed to providing you with the highest quality product at the lowest price. If we fell short of your expectations contact me directly, Rex Colorado at rcolorado@safetyvision.com.
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Prepaid freight may be charged back on invoices 30 or more days past due.

| | |
|---|---|
| Net Invoice: | 291.45 |
| Discount: | 0.00 |
| Freight & Handling: | 0.00 |
| Sales Tax: | 0.00 |
| **Invoice Total:** | 291.45 |

PD

SAFETY VISION®

6100 W. Sam Houston Prkwy N.
Houston, TX 77041-5113
Direct: 713-896-6600
Fax: 713-896-6640

| Date: | Page: | Invoice Number: |
|---|---|---|
| 5/8/2013 | 1 | 0512981-IN |

PLEASE REFERENCE YOUR INVOICE NUMBER ON YOUR REMITTANCE

**Thanks for your order**
If you have any questions or issues, just call us **TOLL FREE**: 1-800-880-8855

# Invoice

| Bill To : | Account # HICS | Attn: Ever Ochoa |
|---|---|---|
| Hidalgo County Sheriff<br>PO Box 1228<br>Edinburg TX 78540 | | |

| SHIP TO: | |
|---|---|
| Hidalgo County Sheriff<br>711 El Cibolo<br>Attn Ever Ochoa<br>Edinburg TX 78542 | |
| Salesperson: SLH | Order Writer: |

| DISC DUE DATE: | DISC AMOUNT | NET DUE DATE | TRACKING INFO: |
|---|---|---|---|
| 5/8/2013 | 0.00 | 6/7/2013 | |

| Customer P.O. # | Order Number: | Order Date | SHIP DATE: | Ship VIA | Terms |
|---|---|---|---|---|---|
| Ever Ochoa | 0087535 | 4/23/2013 | 5/8/2013 | FED EX | Net 30 Days |

| Item Number | Customer Item No | Ordered | Shipped | Price | Amount |
|---|---|---|---|---|---|

## TERMS AND CONDITIONS OF SALE

1. The order described on the face of this acknowledgement shall be entire Agreement and Buyer's Acceptance of any portion thereof shall constitute acceptance of the complete order on the terms and conditions set forth.
2. Delivery dates indicated on quotations and acknowledgements of orders are accurately estimated but are not guaranteed.
3. Unless otherwise agreed, terms are net thirty (30) days from the date of invoice. All changes are payable in the U.S. dollars. A service charge of 1 ½ percent per month not to exceed maximum rate allowed by law, shall be made on any portion of outstanding balance not paid within 30 days of the invoice date.
4. Seller warrants only that the goods supplied hereunder shall conform to the description stated herein, that it will convey good title thereto and that the goods will be delivered free from any security interest or other lien of encumbrance at which the Buyer at the time of contracting has no knowledge.
5. There are no warranties or merchantability nor of fitness of said goods for any particular purpose nor is there any other warranty express or implied except as herein above set forth.
6. Seller's liability and buyer's exclusive remedy for any cause of action arising out of this contract are expressly limited to replacement by seller of nonconforming goods F.O.B. buyer's plant or, at seller's option, reimbursement of the purchase price of the goods for which damages are claimed. Seller shall not be liable for any incidental or consequential damages.
7. In the event buyer or any purchaser from buyer shall alter of modify the goods without seller's prior written consent and any claims are asserted against seller by reason of such alteration or modification buyer shall defend, indemnify, and hold seller harmless against any and all damages, liabilities, expenses and cost in connection therewith or resulting there from.
8. Buyer shall inspect the goods furnished hereunder immediately after delivery, and with regard to standard items listed in Seller's catalog must make written claim for errors, deficiencies or imperfection within thirty (30) days of delivery, on special goods made to order all claims must be made within ten (10) days of delivery. Failure to give notice on any claim within said time periods shall constitute an unqualified acceptance of the goods and a waiver by Buyer of all claims with respect thereto.
9. Materials may not be returned for credit without written permission of Seller. Material which may be returned for credit is limited to standard models of Seller's module products, as listed in the Seller's catalog. Configurable products (including, but not limited to, custom mobile systems) and non-standard models of Seller's module products cannot be returned for credit.
10. Any special tools, dies or fixtures which are necessary for completion of orders shall become and remain Seller's property regardless of whether Buyer paid for them.
11. Title and risk of loss to all goods furnished hereunder shall pass to Buyer upon Seller's delivery to carrier at shipping point.
12. Goods manufactured in whole or in part to Buyer's designs and/or specifications will be manufactured only with the understanding that Buyer will defend, protect and save Seller harm less against all actions or suits at law or in equity and from all damages, claims and demands for actual or alleged infringements or contributory infringements of the United States or foreign letters patent by reason of manufacture, sale and/or use of goods so manufactured.
13. This contract shall be governed by and construed in accordance with the laws of the State of Texas.

2013 AUG 13 PM 3:08 RECEIVED BY

SAFETY VISION®

*Mobile video solutions for enhanced safety*

6100 West Sam Houston Pkwy. North
Houston, TX 77041
Main | 713.896.6600
Toll Free | 800.880.8855
Fax | 713.896.6640

| Date: | Page: | Invoice Number: |
|---|---|---|
| 5/30/2013 | 1 | 0514145-IN |

PLEASE REFERENCE YOUR INVOICE NUMBER ON YOUR REMITTANCE

**Thanks for your order**
If you have any questions or issues, just call us **TOLL FREE**: 1-800-880-8855

# Invoice

| Bill To : | Account # HICS | **Attn: ACCOUNTS PAYABLE** |
|---|---|---|
| Hidalgo County Sheriff<br>PO Box 1228<br><br>Edinburg TX 78540 | | |

| SHIP TO: |
|---|
| Hidalgo County Sheriff<br>711 El Cibolo<br>Attn Ever Ochoa<br>edinburg TX 78542 |

| Salesperson: SLH | Order Writer: |
|---|---|

| DISC DUE DATE: | DISC AMOUNT | NET DUE DATE | TRACKING INFO: | |
|---|---|---|---|---|
| 5/30/2013 | 0.00 | 6/29/2013 | | |

| Customer P.O. # | Order Number: | Order Date | SHIP DATE: | Ship VIA | Terms |
|---|---|---|---|---|---|
| 640272 - 2010 | 0087800 | 5/15/2013 | 5/29/2013 | FED EX | Net 30 Days |

| Item Number | Customer Item No | Ordered | Shipped | Price | Amount |
|---|---|---|---|---|---|
| SV-4CHDDVR | SN: 11208040067 Same as DVR4CRHD - Mobile Poli TECH: 095 | | | | |
| /DVR7<br>Rte Rec/Patrol Rec DVR Repairs | | | | | 278.50 |
| /SHIP<br>Shipping | | | | | 12.95 |

Please include this form in the box with the equipment you are returning to Safety Vision
SHIPPED ON 5/29 114526769014246

2013 JUL 10 RECEIVED COUNTY AUDITOR

P.O. #: 640272
Invoice Received By: Ever Ochoa On: 6-2013
Good/Services Received By: M. Montoya On: 6-25-13
3-1100-421-00-[illegible]-001-0-432

Thank you for choosing Safety Vision as your mobile video solutions provider. We are committed to providing you with the highest quality product at the lowest price. If we fell short of your expectations contact me directly, Rex Colorado at rcolorado@safetyvision.com.
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Prepaid freight may be charged back on invoices 30 or more days past due.

| | |
|---|---|
| Net Invoice: | 291.45 |
| Discount: | 0.00 |
| Freight & Handling: | 0.00 |
| Sales Tax: | 24.05 |
| **Invoice Total:** | 315.50 |

**AI-40973** **Health & Human Services Dept. 10. A.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

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

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

**CAPTION**

Approval of Proclamation proclaiming a week in October as Border Binational Health Week.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1293-441-00-340-054-3-xxx

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

**BUDGETARY IMPACT:**

DSHS Border Binational Health Week grant funding.

## Attachments

Proclamation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 09/26/2013 11:56 AM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Mike Escaname Started On: 09/26/2013 11:10 AM

Final Approval Date: 10/03/2013

Hidalgo County Commissioners Court
Border Binational Health Week 2013
Proclamation

**WHEREAS**, a week in October of every year is Border Binational Health Week; and

**WHEREAS**, Border Binational Health Week's goal is to promote sustainable partnerships to address border health problems. Border Binational Health Week's intended outcomes include increased community and inter-agency networking relationships, increased information sharing and educational opportunities, and increased awareness of binational health councils.

**WHEREAS**, public health issues and events do not have a sense of boundaries; and

**WHEREAS**, the HIDA-REY Binational Health Council was created to strengthen binational partnerships, tackle binational public health issues, and promote public health awareness; and

**WHEREAS,** the HIDA-REY Binational Health Council represents partnerships between Hidalgo County and Reynosa agencies and organizations, and will be hosting activities simultaneously at the binational level to raise public awareness of diseases and public health issues currently being experienced in Hidalgo County and Reynosa; and

**WHEREAS**, the goal of the Border Binational Health Week HIDA-REY activities is to enhance binational public health awareness by educating local graduate and college students through the 3rd Annual HIDA-REY Public Health Conference on October 9, 2013 at the University of Texas-Pan American, Continuing Education and Student Services Building and to promote throughout the entire community about the importance of living a healthy lifestyle by coordinating with local and binational public health partners

**NOW, THEREFORE**, the Hidalgo County Commissioners Court does hereby PROCLAIM, that October 7th-11th, 2013 is Border Binational Health Week in Hidalgo County.

**IN WITNESS WHEREOF,** I have here unto set my hand and caused to be affixed the seal of the County of Hidalgo, on this the 8th day of October, 2013.

_____
Ramon Garcia
County Judge

_____
Arturo "A.C." Cuellar
County Commissioner, Pct. 1

_____
Hector "Tito" Palacios
County Commissioner, Pct. 2

_____
Joe M. Flores
County Commissioner, Pct. 3

_____
Joseph Palacios
County Commissioner, Pct. 4

**AI-40954** **Health & Human Services Dept. 10. B.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

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

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

Health & Human Services Dept.:
Requesting approval of application for credit with TCI Tire Centers, LLC to purchase vehicle tires from vendor with authority for County Judge to sign credit application.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1293-441-00-340-005-0-672

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

**BUDGETARY IMPACT:**

Available balance as of 10-1-13 $2,164.92

## Attachments

Document

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 09/26/2013 11:57 AM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Mike Escaname Started On: 09/25/2013 04:23 PM

Final Approval Date: 10/03/2013

Sep. 16. 2013 3:31PM tire center 617 E CENTERS, LLC DAT No. 7216 TION P. 1 ount Number

**TCI Tire Centers** *Centered On Service*
www.tirecenters.com

**Confidential Credit Application**
Local TCI Contact Information:

Address: 403 E EXPWY 83, PHARR, TX. 78577
Phone: 956-283-8887
Fax: 956-283-7503

CREDIT LIMIT REQUESTED | Telenotes ID:
TCI CENTER # 617

MPLETE LEGAL NAME OF COMPANY APPLYING FOR CREDIT *(Provide legal name in this space exactly as registered with the secretary of state—not DBA/trade name. For sole proprietor or gener nership please enter full legal name of owner/general partners and company name. Please print or type.)*

Hidalgo County Health & Human Services

| STREET ADDRESS OF COMPANY OFFICE | CITY | STATE | ZIP | COUNTY |
|---|---|---|---|---|
| 1304 S. 25th AVE | Edinburg | TX | 78542 | Hidalgo |

| TYPE OF BUSINESS (i.e. LLC, sole proprietor, LP, general partnership, S Corp., etc.) | APPLICANT MANAGER NAME | ACCOUNTS PAYABLE MANAGER NAME |
|---|---|---|
| County | Eduardo Olivarez | Jeanette Palacios |
| STATE OF ORGANIZATION | APPLICANT MANAGER PHONE NUMBER | ACCOUNTS PAYABLE MANAGER PHONE NUMBER |
| | (956)383-6221 | (956)383-6221 ext 7216 |
| FEDERAL TAX ID # | APPLICANT MANAGER FAX NUMBER | ACCOUNTS PAYABLE MANAGER FAX NUMBER |
| 746000717 | (956)383-3229 | (956)383-3229 |
| SOCIAL SECURITY NUMBER | APPLICANT MANAGER E-MAIL ADDRESS | ACCOUNTS PAYABLE MANAGER E-MAIL ADDRESS |
| | josie.escalante@hchd.org | jeanette.palacios@hchd.org |

**BILLING INFORMATION:**
**If there are multiple locations, please attach a roster of approved locations, including complete address, phone, fax and PO structure.**

| Hidalgo County Health & Human Services | **Ship-to Address (location[s] eligible to purchase-or attach separately if more space is needed)** |
|---|---|
| NAME OF COMPANY BEING BILLED | NAME OF LOCATION PURCHASING TIRES: Hidalgo County Health & Human Services |
| DBA NAME (TRADE NAME) | DBA NAME (TRADE NAME) |
| P.O. BOX | STREET ADDRESS: 1304 S. 25th Ave, |
| STREET ADDRESS: 1304 S. 25th Ave | CITY: Edinburg STATE: TX ZIP CODE: 78542 |
| CITY: Edinburg STATE: TX ZIP CODE: 78542 | PHONE: (956)383-6221 FAX: (956)383-3229 |
| PHONE: (956)383-6221 FAX: (956)383-3229 | **PURCHASING INFORMATION:** |

**ACCOUNT ADMINISTRATOR:**

ACCOUNT ADMINISTRATOR NAME: Josie Escalante
ACCOUNT ADMINISTRATOR PHONE NUMBER: (956)383-6221 ext. 7209
ACCOUNT ADMINISTRATOR FAX NUMBER: (956)383-3229
ACCOUNT ADMINISTRATOR EMAIL ADDRESS: josie.escalante@hchd.org

**Do you have a set PO format** (such as two alpha characters with a dash and three numeric digits i.e. AB-123)?
Yes: ☐ No: ☐
If yes, please explain:

| Invoices | | Statements | |
|---|---|---|---|
| Mailed | Emailed | Mailed | Emailed |
| ☒ | ☐ | ☒ | ☐ |

Email address:

Do you want invoices sent to:
Bill-to ☒ Ship-to ☐

**Customer Profile Information (Internal Use Only)** | **Master Account Name**

**Channel**

Distribution
☐ ADD ☐ SSD ☐ Independent Tire Dealer ☐ MX Direct Tire Dealer ☐ Large Tire Retailer ☐ Co-owned ☐ Gov't
☐ Auto Parts ☐ Mass Merchant ☐ Club ☐ Car Dealer ☐ Nat'l Acct ☐ Car Rental

Commercial
☐ Michelin Advantage ☐ Contract Pricing ☐ LBB Pure ☐ Wholesale ☐ NAFA ☐ NAFA Other ☐ Retail

**Vocation**

Commercial
☐ Agriculture ☐ Construction ☐ Distributor ☐ Gov/City/Municipal ☐ Long Haul ☐ LTL/P&D ☐ Manufacturing/Industry
☐ Mining/Quarries ☐ Owner/Operator ☐ Rental Equipment ☐ Leasing ☐ Tanker/Flat Bed/Auto ☐ Utilities
☐ Waste ☐ Bus ☐ Other

**SALES TAX EXEMPT**

☐ NO ☐ YES **(Note: Please attach a copy of exemption certificate(s) for each state. If no exemption certificate is attached, applicable sales tax will be charged.)**

**AUTHORIZED SIGNATURE—INTERNAL USE ONLY**
Authorized signature of the TCI manager

| TCI CENTER MANAGER NAME *(Please Print or Type)* | Office |
|---|---|
| TCI CENTER MANAGER SIGNATURE | DATE |

**CREDIT INFORMATION**

## TERMS AND CONDITIONS

In consideration of the extension of credit by TCI to Applicant and by signing this Application, Applicant agrees to the following terms and conditions.

1. Upon approval of this application, TCI, in its sole discretion, and notwithstanding any request of the Applicant, shall have the right to increase, decrease, or terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.
2. All purchases by Applicant of goods and services from TCI will be made in accordance with the terms and conditions (a) in this Application and (b) in any invoices or other documents evidencing Applicant's obligations to TCI (together or separately "Future Documents"). Applicant ar[illegible] ,at TCI in its sole discretion may change these terms and conditions at any time. If there is any conflict in the terms and conditions i[illegible] application and the terms and conditions in any Future Documents, the terms and conditions in the Future Documents shall control.
3. Applicant agrees to pay all charges for goods and services acquired from TCI according to the payment terms in each invoice. The entire outstanding balance due to TCI on all invoices shall become due in full immediately upon default in the payment of any invoice. Customer shall notify the selling TCI location in writing (including electronic mail) of any claims or disputes within 60 days of invoice or credit document date.
4. Applicant agrees to pay interest on any past due payment at the rate of 1½% per month, or the highest rate permitted by law, whichever is less.
5. To the maximum extent allowed by law, upon Applicant's default in payment or other obligation to TCI, Applicant agrees to pay all TCI's costs of collection and all costs of TCI's exercise of its rights regarding its collateral, if any, including, without limitation, reasonable attorneys' fees and court costs.
6. This Application and all transactions between the Applicant and TCI shall be governed by the law of the State of South Carolina.
7. In the event of any controversy or claim arising out of or relating to this application, any credit extended by TCI to Applicant or any other issue arising out of the relationship between Applicant and TCI, Applicant consents to the jurisdiction of any state or federal court in the state of South Carolina. Applicant waives personal service of process upon it and consents that all service of process be made by registered or certified mail directed to it at the address in this application and that service so made shall be deemed to be completed five (5) days after the same shall have been posted to the undersigned's address. Applicant waives any right it may have to change the venue of any litigation brought against it by TCI in accordance with this paragraph. Applicant waives any right to trial by jury.
8. Notwithstanding anything to the contrary in the foregoing paragraph, Applicant and TCI hereby agree that except for TCI's collection of amounts past due from Applicant or TCI's exercise of it's rights regarding its collateral, if any, either Applicant or TCI may require the other party to arbitrate any controversy or claim arising out of or relating to (a) this Application, (b) any credit extended by TCI to Applicant or (c) any other issues related to this application or any credit extended by TCI to Applicant. If TCI or Applicant chooses arbitration, such controversy or claim shall be arbitrated by the American Arbitration Association in accordance with its Commercial Arbitration rules and any judgment or award rendered in connection therewith shall be entered in any court having jurisdiction thereof. Applicant and TCI agree to equally share all costs and expenses in connection with the arbitration, including, but not limited to arbitrator's fees and administration fees, except that Applicant and TCI shall each pay their own attorneys' fees.

**Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection therewith, is true and correct and that this information is being furnished to TCI for the purposes of inducing TCI to extend credit to Applicant. Applicant understands that TCI intends to rely upon such information. Applicant understands and agrees to be bound by any terms in this Application and in all invoices or other documents r[illegible]rding Applicant's obligations to TCI. Applicant further agrees to advise TCI of any material change in the informa[illegible] p[illegible]ded herein, including but not limited to change of Applicant's ownership, address or telephone. Appli[illegible] understands that TCI will retain this Application whether or not it is approved.**

**APPLICANT HEREBY AUTHORIZES TCI TO (1) OBTAIN CREDIT INFORMATION ON APPLICANT FROM ANY CREDIT REPORTING AGENCY OR OTHER ENTITY THAT REPORTS ON CREDIT HISTORY OR FINANCIAL CONDITION (2) TO CHECK APPLICANT'S CREDIT HISTORY AND PRINCIPAL SUPPLIERS, TRADE CREDITORS AND BANK REFERENCES FOR CUSTOMARY CREDIT INFORMATION, (3) TO CONFIRM THE INFORMATION CONTAINED ON THIS APPLICATION INCLUDING BUT NOT LIMITED TO SENDING A COPY HEREOF TO THE PRINCIPAL SUPPLIERS AND BANK REFERENCE LISTED ON THIS APPLICATION, AND (4) TO RELEASE INFORMATION TO OTHER CREDITORS REGARDING APPLICANT'S CREDIT EXPERIENCE WITH TCI. APPLICANT UNDERSTANDS THAT THE TERMS AND CONDITIONS CONTAINED IN THIS APPLICATION ARE MATERIAL TO IT AND THE CONTRACT THAT RESULTS FROM TCI'S EXTENSION OF CREDIT TO APPLICANT AND ARE SPECIFICALLY MADE A PART OF SUCH CONTRACT. APPLICANT AGREES THAT THIS IS THE WHOLE AND COMPLETE APPLICATION AND THAT NO OTHER AGREEMENTS OR DOCUMENTS ARE A PART OF THIS APPLICATION UNLESS SUBMITTED IN WRITING, SIGNED AND DATED BY APPLICANT AND TCI AND APPROVED IN WRITING BY TCI.**

APPLICANT: Full Business Name Hidalgo County Health & Human Services Date _____

Authorized Agent: (*Print Name*) Ramon Garcia Title Hidalgo County Judge

(*Signature*) _____

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THE CREDITOR IS THE FEDERAL TRADE COMMISSION.

VER 022409

**AI-40860** **Adult Probation 11. A.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Rodolfo Perez, ADULT PROBATION

**Department:** ADULT PROBATION

## Information

**CAPTION**

DWI Court:
1. Approval of Resolution establishing Hidalgo County DWI Court pursuant to Texas Government Code, Chapter 121
2. Approval to accept the DWI Court grant award from the Office of the Governor - Criminal Justice Division in the amount of $142,819.20 for the grant period of 09/01/2013 through 08/31/2014.

Veterans Court:
1. Approval of Resolution establishing Hidalgo County Veterans Treatment Court Program pursuant to Texas Government Code, Chapter 121
2. Approval to accept the Veterans Court grant award from the Office of the Governor - Criminal Justice Division in the amount of $84,074.52 for the grant period of 09/01/2013 through 08/31/2014

**BACKGROUND**

## Attachments

DWI-Resolution

Veterans-Resolution

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Ivan Cantu | 10/03/2013 04:32 PM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Rodolfo Perez Started On: 09/19/2013 04:15 PM

Final Approval Date: 10/03/2013

**Hidalgo County DWI Court**

**WHEREAS,** The Hidalgo County Commissioner's Court of Hidalgo County finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County DWI Court Program be established as a DWI Court pursuant to Texas Government Code, Chapter 121 or under former law; and

**WHEREAS,** the Hidalgo County Commissioner's Court recognizes that this court has been operational as of the 21st day of March, 2011.

**NOW THEREFORE, BE IT RESOLVED** that the Hidalgo County Commissioner's Court does authorize the establishment of the Hidalgo County DWI Court Program as a DWI Court to enable it to provide services needed by the citizens of our county.

Signed by:

Passed and Approved this 7th of October, 2013

**Hidalgo County Veterans Court**

**WHEREAS,** The Hidalgo County Commissioner's Court of Hidalgo County finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Veterans Treatment Court Program be established as a Veterans Court pursuant to Texas Government Code, Chapter 121 or under former law; and

**WHEREAS,** the Hidalgo County Commissioner's Court recognizes that this court has been operational as of the 1st day of August, 2011.

**NOW THEREFORE, BE IT RESOLVED** that the Hidalgo County Commissioner's Court does authorize the establishment of the Hidalgo County Veterans Treatment Court Program as a Veterans Court to enable it to provide services needed by the citizens of our county.

Signed by:

Passed and Approved this 7th of October, 2013

**AI-40901** **Sheriff's Office 12. A.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

## Information

CAPTION

Sheriff's Office:
Approval to process the following AT&T invoice as claims with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

| Account: | Billing Date: | Amount: |
|---|---|---|
| 956-381-7900-050-3 | 09-09-2013 | $1,715.92 |

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-0-531

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

BUDGETARY IMPACT:
Available funds as of 09/27/13.

## Attachments

AT&T BILL 09-09-2013

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 09/24/2013 03:08 PM |
| Budget & Management | Obdett Calzada | 09/25/2013 10:09 AM |
| Olga Garza | Olga Garza | 09/27/2013 04:37 PM |
| Auditor's Office | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Virginia Rodriguez Started On: 09/24/2013 02:21 PM

Final Approval Date: 10/03/2013

HIDALGO COUNTY JAIL
PO BOX 1228
EDINBURG TX 78540 - 1228


Account Number 956 381-7900 050 3
Billing Date Sep 9, 2013

Web Site att.com

at&t

## Bill-At-A-Glance

| | |
|---|---|
| Previous Bill | 3,273.85 |
| Payment Received 8-16 | 1,490.31CR |
| Adjustments | .00 |
| Past Due - Please Pay Immediately | 1,783.54 |
| Current Charges | 1,715.92 |
| **Total Amount Due** | **$3,499.46** |
| Current Charges Due in Full by | Oct 3, 2013 |

## Billing Summary

Billing Questions? Visit **att.com/billing** Page

| | | |
|---|---|---|
| **Plans and Services** | 1 | 1,715.92 |
| 1 800 770-2260 | | |
| Payment Arrangements: 1 800 924-1743 | | |
| Service Changes: 1 800 321-2000 | | |
| Repair Services: 1 800 286-8313 | | |
| **Total Current Charges** | | 1,715.92 |

## News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS
- TX USF RATE CHANGE

See "News You Can Use" for additional information

## Plans and Services

**Monthly Service - Sep 9 thru Oct 8**
**Charges for 956 381-7900**
1. Monthly Charges 1,272.27

**Directory Assistance**

**411**
2. 3 Call(s) billed at $1.99 each 5.97

**Operator Handled Calls**
3. 2 Call(s) billed at $2.25 each 4.50
**Total Directory Assistance** 10.47

**Local Toll**

| Item No. | Date | Time | Place Called | | Number | Code | Min | |
|---|---|---|---|---|---|---|---|---|
| **Charges for 956 381-7900** | | | | | | | | |
| **Itemized Calls** | | | | | | | | |
| 4. | 8-21 | 505P | SAN BENITO | TX | 956 626-6144 | E0 | 1 | 4.85 |
| 5. | 8-22 | 541P | LOCAL ASST | | 956 400-6543 | 0 | 1 | 3.95 |
| 6. | 8-22 | 628P | HARLINGEN | TX | 956 536-7010 | E0 | 1 | 4.85 |
| 7. | 8-23 | 617P | WESLACO | TX | 956 463-7022 | E0 | 1 | 4.85 |
| 8. | 8-23 | 621P | BROWNSVL | TX | 956 572-1965 | E0 | 3 | 6.65 |
| 9. | 8-24 | 449P | WESLACO | TX | 956 684-2858 | N0 | 4 | 7.55 |
| 10. | 8-26 | 144A | ROMA | TX | 956 844-4620 | N0 | 6 | 9.35 |
| 11. | 8-28 | 533P | WESLACO | TX | 956 472-0975 | E0 | 9 | 12.05 |
| 12. | 8-28 | 743P | WESLACO | TX | 956 447-5181 | E0 | 12 | 14.75 |
| 13. | 8-28 | 1025P | HARLINGEN | TX | 956 577-6197 | E0 | 1 | 4.85 |
| 14. | 8-29 | 331P | WESLACO | TX | 956 355-1483 | D0 | 6 | 9.35 |
| 15. | 8-29 | 511P | HARLINGEN | TX | 956 970-5688 | E0 | 9 | 12.05 |
| 16. | 8-31 | 230A | WESLACO | TX | 956 246-7576 | N0 | 1 | 4.85 |
| 17. | 8-31 | 231A | WESLACO | TX | 956 246-7576 | N0 | 5 | 8.45 |
| 18. | 8-31 | 242A | WESLACO | TX | 956 246-7576 | N0 | 4 | 7.55 |
| 19. | 8-31 | 938P | MERCEDES | TX | 956 514-1069 | N0 | 4 | 7.55 |
| 20. | 9-01 | 1203A | WESLACO | TX | 956 463-9622 | N0 | 9 | 12.05 |
| 21. | 9-02 | 527P | RIO HONDO | TX | 956 748-4155 | E0 | 4 | 7.55 |
| 22. | 9-03 | 342P | WESLACO | TX | 956 463-2155 | D0 | 1 | 4.85 |
| 23. | 9-03 | 345P | WESLACO | TX | 956 532-6567 | D0 | 1 | 4.85 |
| 24. | 9-03 | 1011P | WESLACO | TX | 956 472-2590 | E0 | 1 | 4.85 |
| 25. | 9-04 | 804P | WESLACO | TX | 956 351-5744 | E0 | 1 | 4.85 |
| 26. | 9-05 | 418P | MERCEDES | TX | 956 565-7730 | D0 | 4 | 7.55 |
| 27. | 9-05 | 434P | WESLACO | TX | 956 472-6113 | D0 | 2 | 5.75 |
| 28. | 9-05 | 922P | WESLACO | TX | 956 472-5231 | E0 | 1 | 4.85 |
| 29. | 9-05 | 925P | WESLACO | TX | 956 472-5231 | E0 | 1 | 4.85 |
| 30. | 9-06 | 946P | WESLACO | TX | 956 998-2447 | E0 | 4 | 7.55 |
| 31. | 9-09 | 1020P | HARLINGEN | TX | 956 490-3220 | E0 | 1 | 4.85 |
| 32. | 9-11 | 1145A | LOCAL ASST | | 956 562-0963 | 0 | 3 | 3.95 |
| 33. | 9-11 | 1149A | LOCAL ASST | | 956 313-5108 | 0 | 2 | 3.95 |
| 34. | 9-11 | 1159A | LOCAL ASST | | 956 330-0778 | 0 | 1 | 3.95 |

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

**DUE BY: Oct 3, 2013** **$3,499.46**

Amount After **Oct 7, 2013** **$3,499.46**

at&t

Past Due Charges - $1,783.54 - Please Pay Immediately
Billing Date Sep 9, 2013
Date Mailed Sep 17, 2013

Account Number **956 381-7900 050 3**
Please include your account number on your check

HIDALGO COUNTY JAIL
PO BOX 1228
EDINBURG TX 78540 - 1228

Make check payable to:
AT&T
PO BOX 5001
CAROL STREAM IL 60197-5001

9765 956381790005O3 9000000000000 1520100000017835400000349946

## Plans and Services

**Local Toll - Continued**

Item

| No. | Date | Time | Place Called | Number | Code | Min | |
|---|---|---|---|---|---|---|---|
| 1. | 9-11 | 1200P | LOCAL ASST | 956 330-0778 | 0 | 2 | 3.95 |
| 2. | 9-11 | 1203P | LOCAL ASST | 956 313-5108 | 0 | 5 | 3.95 |
| Total Itemized Calls | | | | | | | 217.65 |

**Charges for 956 381-7900**

**Directory Assistance Calls**

| | | | | |
|---|---|---|---|---|
| Dialed | 411: | 3 | 555: | 0 |
| Operator Handled | 411: | 2 | 555: | 0 |

Total Charges for 956 381-7900 217.65

**Key to Calling Codes**

D Day E Evening N Night/Weekend
O Oper-Dial Rates

**Total Local Toll** 217.65

**Surcharges and Other Fees**

| | | |
|---|---|---|
| 3. | Federal Subscriber Line Charge | 57.30 |
| 4. | 911 Fee | 25.76 |
| 5. | State Cost-Recovery Fee | 9.95 |
| 6. | Federal Universal Service Fee | 24.50 |
| 7. | Federal End User Port Charge | 98.02 |
| **Total Surcharges and Other Fees** | | 215.53 |

**Taxes**

| | | |
|---|---|---|
| 8. | Federal | .00 |
| 9. | State and Local | .00 |
| **Total Taxes** | | .00 |

**Total Plans and Services** 1,715.92

Amount Subject to Sales Tax: 9.95

## News You Can Use

PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $3152.54. Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS

Our records indicate that you have selected AT&T Corp. or a company that resells their services as your primary local toll carrier and AT&T Corp. or a company that resells their services as your primary long distance carrier. Please contact us if this does not agree with your records.

TX USF RATE CHANGE

The Texas Universal Service Fund assessment rate will decrease from 4.3% to 3.7% beginning September 1, 2013. For more information, please contact an AT&T Service Representative at the phone number listed on the front of your bill.

## Terms and Conditions

CARRIER QUESTIONS

You may contact the Public Utility Commission of Texas, Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477 if you believe the local exchange provider or the interexchange carrier on your bill are not correct or if there are unauthorized charges on your bill. Hearing and speech impaired customers with text telephones (TTY) may call 1-512-936-7136. When corresponding by mail, include your complaint and copies of the phone bills. Please contact AT&T Texas to switch your service back to the carrier of your choice.

For a complete listing of Terms and Conditions, please refer to:
- The inside of the AT&T White Pages directory, or
- Visit us on the web at att.com/terms

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9415.016.156509.01.01.0000000 NNNNNNNY 72103.313335

9415.16.659.156509 1 AT 0.384 hn
HIDALGO COUNTY JAIL
PO BOX 1228
EDINBURG TX 78540-1228

**AI-40811** **Sheriff's Office 12. B.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Virginia Rodriguez, SHERIFF DEPT.

**Department:** SHERIFF DEPT.

## Information

### CAPTION

Sheriff's Office:
Approval to process the following AT&T invoice as claim with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

| Account: | Billing Date: | Amount: |
|---|---|---|
| 512-151-5019-861-4 | 9-1-2013 | $6,603.60 |

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-423-21-280-002-0-531

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

**BUDGETARY IMPACT:**

Funding available as of 9-27-13

## Attachments

AT&T Bill Date 9-1-2013

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 09/18/2013 09:15 AM |
| Budget & Management | Obdett Calzada | 09/18/2013 02:03 PM |
| Manuel Chapa | Manuel Chapa | 10/01/2013 04:00 PM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Virginia Rodriguez Started On: 09/18/2013 08:09 AM

Final Approval Date: 10/03/2013

COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540 - 1228


Account Number 512 151-5019 861 4
Billing Date Sep 1, 2013

Web Site att.com

at&t

## Bill-At-A-Glance

| | |
|---|---|
| Previous Bill | 12,758.20 |
| Payment Received 8-12 | 6,379.10CR |
| Adjustments | .00 |
| Past Due - Please Pay Immediately | 6,379.10 |
| Current Charges | 6,603.60 |
| **Total Amount Due** | **$12,982.70** |
| Current Charges Due in Full by | Sep 26, 2013 |

## Billing Summary

Billing Questions? Visit **att.com/billing**

| | Page | |
|---|---|---|
| **Plans and Services** | 1 | 6,603.60 |
| 1 800 770-2260 | | |
| Payment Arrangements: 1 800 924-1743 | | |
| Service Changes: 1 800 321-2000 | | |
| Repair Services: 1 800 286-8313 | | |
| **Total Current Charges** | | 6,603.60 |

Received By
Rodriguez on 9-17-13
Received By
Rodriguez on 9-1 to 9-30
3100-423-21-280-002-C-531

## News You Can Use Summary

- PREVENT DISCONNECT
- TX USF RATE CHANGE
- LONG DIST. PROVIDERS
- RATE ADJUSTMENT

See "News You Can Use" for additional information

## Plans and Services

**Monthly Service - Sep 1 thru Sep 30**

**Charges for 512 151-5019**

| | |
|---|---|
| 1. Monthly Charges | 6,346.90 |

**Additions and Changes to Service**

This section of your bill reflects charges and credits resulting from account activity.

| Item No. | Description | Quantity | Monthly Rate | Amount Billed |
|---|---|---|---|---|
| **Activity on Aug 6, 2013** | | | | |
| **Order No. A008463** | | | | |
| **Charges for 512 151-5019** | | | | |
| 2. | CHARGE FOR SZ002243 07/15/13 38/PLPA/224600 /SW AUTH BY GARCIA | 1 | | 224.50 |

**Surcharges and Other Fees**

| | |
|---|---|
| 3. Municipal right-of-way Fee | 32.20 |

**Taxes**

| | |
|---|---|
| 4. Federal | .00 |
| 5. State and Local | .00 |
| **Total Taxes** | .00 |

**Total Plans and Services** 6,603.60

## News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $12758.20 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

**DUE BY: Sep 26, 2013 $12,982.70**

Past Due Charges - $6,379.10 - Please Pay Immediately

Amount After **Sep 30, 2013** **$12,982.70**

COUNTY OF HIDALGO

**AI-40829** **Health & Human Services Dept. 12. C.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

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

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

Health & Human Services:
Approval to process the following ATT Invoices as claims with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

| Vendor | Account No. | Billing Date | Amount |
|---|---|---|---|
| ATT | 956-682-0824-728-8 | 09/07/13 | $95.37 |
| ATT | 956-581-8596-751-1 | 08/11/13 | $106.55 |
| ATT | 956-682-6155-728-4 | 09/07/13 | $261.92 |
| ATT | 956-387-0118-710-9 | 09/15/13 | $158.42 |
| ATT | 956-581-8596-751-1 | 09/11/13 | $106.55 |
| ATT | 805227770 | 09/03/13 | $34.66 |
| ATT | 857868885 | 07/16/13 | $27.49 |
| | | **Total** | **$790.96** |

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-441-00-340-003-0-531

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

**BUDGETARY IMPACT:**

Funding available as of 9-20-13
Invoices #3, 4 & 6

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-444-00-240-001-0-531

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

**BUDGETARY IMPACT:**

Funding available as of 9-20-13
Invoices #1, 2, 5 & 7

## Attachments

Invoice 1
Invoice 2
Invoice 3

Invoice 4
Invoice 5
Invoice 6
Invoice 7

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 09/18/2013 04:39 PM |
| Manuel Chapa | Manuel Chapa | 09/25/2013 01:00 PM |
| Mike Escaname (Originator) | Mike Escaname | 09/25/2013 03:44 PM |
| Manuel Chapa | Manuel Chapa | 09/27/2013 01:29 PM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Mike Escaname Started On: 09/18/2013 02:28 PM

Final Approval Date: 10/03/2013

HIDALGO CNTY HLTH DEPT
MISSION OFFICE
1304 S 25TH AVE
EDINBURG TX 78542 - 7205


Account Number 956 581-8596 751 1
Billing Date Aug 11, 2013

Web Site att.com

at&t

# Monthly Statement

## Bill-At-A-Glance

| | |
|---|---|
| Previous Bill | 166.31 |
| Payment Received 8-06 | 92.13CR |
| Adjustments | .00 |
| Past Due - Please Pay Immediately | 74.18 |
| Current Charges | 106.55 |
| **Total Amount Due** | **$180.73** |
| Current Charges Due in Full by | Sep 4, 2013 |

## Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

| | | |
|---|---|---|
| **Plans and Services** | 1 | 106.55 |

1 800 770-2260
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

**Total Current Charges** 106.55

RECEIVED
Hidalgo County Health
& Human Services Department
AUG 21 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Invoice Received by: Janette Date 8/21/13
Goods/Services Received by: Lauren Date 8/11-9/10/13
13-1100-444-00-240-001-0-531
Payment Amount $ 106.55
PO# 688501
Arrangements

## News You Can Use Summary

- PREVENT DISCONNECT
- AT&T PRIVACY POLICY
- 900 # INFORMATION
- LONG DIST. PROVIDERS
- DO NOT CALL
- RELAY TEXAS

See "News You Can Use" for additional information

## Plans and Services

**Monthly Service - Aug 11 thru Sep 10**

**Charges for 956 581-8596**

| | |
|---|---|
| 1. Monthly Charges | 6.80 |
| 2. Basic Local Service - Business | 20.85 |
| Total Charges for 956 581-8596 | 27.65 |

**Charges for 956 581-9290**

| | |
|---|---|
| 3. Monthly Charges | 6.80 |
| 4. Basic Local Service - Business | 20.85 |
| Total Charges for 956 581-9290 | 27.65 |

**Charges for 956 581-9459**

| | |
|---|---|
| 5. Monthly Charges | 6.80 |
| 6. Basic Local Service - Business | 20.85 |
| Total Charges for 956 581-9459 | 27.65 |
| **Total Monthly Service** | **82.95** |

**Surcharges and Other Fees**

| | |
|---|---|
| 7. Federal Subscriber Line Charge | 17.19 |
| 8. 911 Fee | 1.68 |
| 9. Federal Universal Service Fee | 2.91 |
| 10. Municipal right-of-way Fee | 1.82 |
| **Total Surcharges and Other Fees** | **23.60** |

**Taxes**

| | |
|---|---|
| 11. Federal | .00 |
| 12. State and Local | .00 |
| **Total Taxes** | **.00** |

**Total Plans and Services** 106.55

## News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $132.55 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

**Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.**

**GO GREEN - Enroll in paperless billing.**

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**Return bottom portion with your check in the enclosed envelope.**



**DUE BY: Sep 4, 2013** **$180.73** Amount After Sep 6, 2013 $180.73

HIDALGO CO HEALTH DEPT
MCALLEN OFFICE
1304 S 25TH AVE
EDINBURG TX 78542 - 7205


Account Number 956 682-0824 728 8
Billing Date Sep 7, 2013

Web Site att.com

at&t

# Monthly Statement

## Bill-At-A-Glance

| | |
|---|---|
| Previous Bill | 95.37 |
| Payment Received 8-31 Thank you! | 95.37CR |
| Adjustments | .00 |
| Balance | .00 |
| Current Charges | 95.37 |
| **Total Amount Due** | **$95.37** |
| Amount Due in Full By | Oct 2, 2013 |

## Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

| | | |
|---|---|---|
| **Plans and Services** | 1 | 95.37 |
| 1 800 770-2260 | | |
| Payment Arrangements: 1 800 924-1743 | | |
| Service Changes: 1 800 321-2000 | | |
| Repair Services: 1 800 286-8313 | | |
| **Total Current Charges** | | 95.37 |

RECEIVED
Hidalgo County Health
& Human Services Department
SEP 16 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Invoice Received by: Janette Date 9-16-13
Goods/Services Received by: Dawens Date 9/9-10/6/13
13-1100-444-00-240-001-0-531
Payment Amount $ 95.37
PO# 688501
Dawn Sarmiento

## News You Can Use Summary

- PREVENT DISCONNECT
- TX USF RATE CHANGE
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

## Plans and Services

**Monthly Service - Sep 7 thru Oct 6**

| | |
|---|---|
| **Charges for 956 682-0824** | |
| 1. Monthly Charges | 1.30 |
| 2. Basic Local Service - Business | 20.85 |
| Total Charges for 956 682-0824 | 22.15 |
| **Charges for 956 682-1473** | |
| 3. Monthly Charges | 1.30 |
| 4. Basic Local Service - Business | 20.85 |
| Total Charges for 956 682-1473 | 22.15 |
| **Charges for 956 682-2016** | |
| 5. Monthly Charges | 1.30 |
| 6. Basic Local Service - Business | 20.85 |
| Total Charges for 956 682-2016 | 22.15 |
| **Total Monthly Service** | **66.45** |

**Surcharges and Other Fees**

| | |
|---|---|
| 7. Federal Subscriber Line Charge | 17.19 |
| 8. 911 Fee | 1.68 |
| 9. Federal Universal Service Fee | 2.91 |
| 10. Municipal right-of-way Fee | 7.14 |
| **Total Surcharges and Other Fees** | **28.92** |

**Taxes**

| | |
|---|---|
| 11. Federal | .00 |
| 12. State and Local | .00 |
| **Total Taxes** | **.00** |

**Total Plans and Services** 95.37

## News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $93.69 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

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**DUE BY: Oct 2, 2013** **$95.37** Amount After Oct 4, 2013 $95.37

at&t



COUNTY OF HIDALGO
1304 S 25TH AVE
EDINBURG TX 78542-7205

Corporate ID: 57407
Invoice BAN: 805227770
Statement Date: 09/03/2013

| Amount of Last Bill | Payments Applied through 08/20/2013 | Adjustments Applied to Balance Due | *Balance from Previous Bill | Current Charges Due by 10/18/2013 | TOTAL AMOUNT DUE |
|---|---|---|---|---|---|
| 279.33 | 212.96CR | 0.00 | 66.37 | 34.66 | 101.03 |

## Bill Summary For COUNTY OF HIDALGO

**Previous Charges and Credits**

| | | |
|---|---|---|
| Amount of Last Bill | | 279.33 |
| Payments Applied through 08/20/2013 - See Account Summary (Invoice BAN) | | 212.96CR |
| **Adjustments Applied to Balance Due** | | |
| AT&T Long Distance | 0.00 | |
| **Total Adjustments Applied to Balance Due** | | 0.00 |
| ***Balance from Previous Bill** | | 66.37 |

← Submitted for print 9/9/13

INVOICE RECEIVED BY:
Jeanette Palacios DATE 9/16/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 8/1-8/31/13
3 -1100-441-00-340- 003 -0- 531
PYMT AMOUNT$ 34.66 PO# 688426
APPROVED BY:

| | |
|---|---|
| **Current Charges** | |
| AT&T Long Distance | 34.66 |
| **Total Current Charges Due by 10/18/2013** | 34.66 |
| **Total Amount Due** | 101.03 |

*Balance from Previous Bill Detail

| | |
|---|---|
| Charges due by 09/17/13 | 66.37 |
| Total Balance from Previous Bill | 66.37 |

**Helpful Numbers**

| | |
|---|---|
| For Billing Questions | 1-800-594-0358 |
| For Repair Service | 1-877-286-0200 |
| For Payment Arrangements | 1-888-851-1116 |
| To Place an Order | 1-800-321-2000 |

Return this portion with check payable to **AT&T Long Distance**

Please include this number with your check 805227770-0

| Past Due Amount-Please Pay Immediately | Total Billed Amount | Amount Enclosed |
|---|---|---|
| **$0.00** | **$101.03** | |

Corporate ID: 57407
Invoice BAN: 805227770

8215.3.70.14510 2 AB 0.384 es

COUNTY OF HIDALGO
1304 S 25TH AVE
EDINBURG TX 78542-7205

RECEIVED
Hidalgo County Health
& Human Services Department
SEP 16 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Mail Payment To:
AT&T LONG DISTANCE
PO BOX 5017
CAROL STREAM IL 60197-5017

7100L000000000000008052277700000000000010103000001

HIDALGO CO HEALTH DEPT
MCALLEN CLINIC
1304 S 25TH AVE
EDINBURG TX 78542 - 7205


Account Number 956 682-6155 728 4
Billing Date Sep 7, 2013

Web Site att.com

INVOICE RECEIVED BY:
Jeanette Palacios DATE 9/16/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 9/7-10/6/13
3-1100-441-00-340-003 -0-531
PYMT AMOUNT$ 261.92 PO# 688425
APPROVED BY:

# Monthly Statement

## Bill-At-A-Glance

| | |
|---|---|
| Previous Bill | 519.46 |
| Payment Received 8-16 | 257.54CR |
| Adjustments | .00 |
| Past Due - Please Pay Immediately (Submitted for print 9/9/13) | 261.92 |
| Current Charges | 261.92 |
| **Total Amount Due** | **$523.84** |
| Current Charges Due in Full by | Oct 2, 2013 |

## Billing Summary

Billing Questions? Visit **att.com/billing**

| | Page | |
|---|---|---|
| **Plans and Services** | 1 | 261.92 |
| 1 800 770-2260 | | |
| Payment Arrangements: 1 800 924-1743 | | |
| Service Changes: 1 800 321-2000 | | |
| Repair Services: 1 800 286-8313 | | |
| **Total Current Charges** | | 261.92 |

## News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS
- TX USF RATE CHANGE

See "News You Can Use" for additional information

## Plans and Services

**Monthly Service - Sep 7 thru Oct 6**

| | |
|---|---|
| **Charges for 956 682-6155** | |
| 1. Monthly Charges | 1.56 |
| 2. Basic Local Service - Business | 22.36 |
| Total Charges for 956 682-6155 | 23.92 |
| **Charges for 956 618-5979** | |
| 3. Monthly Charges | 1.30 |
| 4. Basic Local Service - Business | 20.85 |
| Total Charges for 956 618-5979 | 22.15 |
| **Charges for 956 630-9422** | |
| 5. Monthly Charges | 1.30 |
| 6. Basic Local Service - Business | 20.85 |
| Total Charges for 956 630-9422 | 22.15 |
| **Charges for 956 631-9094** | |
| 7. Monthly Charges | 1.30 |
| 8. Basic Local Service - Business | 20.85 |
| Total Charges for 956 631-9094 | 22.15 |
| **Charges for 956 682-6156** | |
| 9. Monthly Charges | 1.30 |
| 10. Basic Local Service - Business | 22.36 |
| Total Charges for 956 682-6156 | 23.66 |
| **Charges for 956 682-6157** | |
| 11. Monthly Charges | 4.11 |
| 12. Basic Local Service - Business | 22.36 |
| Total Charges for 956 682-6157 | 26.47 |
| **Charges for 956 682-6173** | |
| 13. Monthly Charges | 1.30 |
| 14. Basic Local Service - Business | 20.85 |
| Total Charges for 956 682-6173 | 22.15 |
| **Charges for 956 682-6174** | |
| 15. Monthly Charges | 1.30 |
| 16. Basic Local Service - Business | 20.85 |
| Total Charges for 956 682-6174 | 22.15 |
| **Total Monthly Service** | **184.80** |

**Surcharges and Other Fees**

| | |
|---|---|
| 17. Federal Subscriber Line Charge | 45.84 |
| 18. 911 Fee | 4.48 |
| 19. Federal Universal Service Fee | 7.76 |
| 20. Municipal right-of-way Fee | 19.04 |
| **Total Surcharges and Other Fees** | **77.12** |

RECEIVED
Hidalgo County Health
& Human Services Department
SEP 16 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

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**DUE BY: Oct 2, 2013** **$523.84** Amount After Oct 4, 2013 $533.84

at&t



COUNTY OF HIDALGO INDINGENT
1304 S 25TH AVE
EDINBURG TX 78542-7205

Invoice BAN: 857868885
Statement Date: 07/16/2013

| Amount of Last Bill | Payments Applied | Adjustments Applied to Balance Due | *Balance from Previous Bill | Current Charges Due by 08/30/2013 | TOTAL AMOUNT DUE |
|---|---|---|---|---|---|
| 112.15 | 0.00 | 0.00 | 112.15 | 27.49 | 139.64 |

## Bill Summary for COUNTY OF HIDALGO INDINGENT

**Previous Charges and Credits**

| | | |
|---|---|---|
| Amount of Last Bill | | 112.15 |
| Payments Applied | | 0.00 |
| **Adjustments Applied to Balance Due** | | |
| AT&T Long Distance | 0.00 | |
| **Total Adjustments Applied to Balance Due** | | 0.00 |
| ***Balance from Previous Bill** | | 112.15 |

Invoice Received by: Janette Date 7-26-13
Goods/Services Received by: DAIRNS Date 6/17 - 7/1/13
B -1100-444-00-240-001-0- ~~27.49~~ 531
Payment Amount $ 27.49
PO# 688502

**Current Charges**

| | |
|---|---|
| AT&T Long Distance | 27.49 |
| **Total Current Charges Due by 08/30/2013** | 27.49 |
| **Total Amount Due** | 139.64 |

*Balance from Previous Bill Detail

| | |
|---|---|
| **Past Due Amount-Please Pay Immediately** | 54.37 |
| Charges due by 07/31/13 | 57.78 |
| Total Balance from Previous Bill | 112.15 |

RECEIVED
JUL 26 2013
HidalgoCountyHumanServices

**Helpful Numbers**

| | |
|---|---|
| For Billing Questions | 1-877-366-3200 |
| For Repair Service | 1-800-580-6576 |
| For Payment Arrangements | 1-888-851-1116 |
| To Place an Order | 1-877-366-3200 |

Return this portion with check payable to **AT&T Long Distance**

Please include this number with your check 857868885-7

| Past Due Amount-Please Pay Immediately | Total Billed Amount | Amount Enclosed |
|---|---|---|
| **$54.37** | **$139.64** | |

Invoice BAN: 857868885

9964.1.10.3281 1 MB 0.405 es

COUNTY OF HIDALGO INDINGENT
1304 S 25TH AVE
EDINBURG TX 78542-7205

Mail Payment To:
AT&T LONG DISTANCE
PO BOX 5017
CAROL STREAM IL 60197-5017

71001000000000000008578688857000000000013964000007

HIDALGO COUNTY
PULMONARY CLINIC
1304 S 25TH AVE
EDINBURG TX 78542 - 7205


Account Number 956 387-0118 710 9
Billing Date Sep 15, 2013
Web Site att.com

at&t

# Monthly Statement

RECEIVED
SEP 23 2013
Hidalgo County Health & Human Services

INVOICE RECEIVED BY:
Jeanette Palacios DATE 9/23/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 9/15-10/14/13
-1100-441-00-340-003-0-537
PYMT AMOUNT$ 158.42 PO# 688425
APPROVED BY:

## Bill-At-A-Glance

| | |
|---|---|
| Previous Bill | 314.40 |
| Payment | .00 |
| Adjustments | .00 |
| Past Due - Please Pay Immediately | 314.40 |
| Current Charges | 158.42 |
| **Total Amount Due** | **$472.82** |
| Current Charges Due in Full by | Oct 9, 2013 |

pd 9/24/13 #386404

## Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

| | | |
|---|---|---|
| **Plans and Services** | 1 | 158.42 |

1 800 770-2260
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

**Total Current Charges** 158.42

## Plans and Services

**Monthly Service - Sep 15 thru Oct 14**

**Charges for 956 387-0118**

| | |
|---|---|
| 1. Monthly Charges | 69.80 |
| **Charges for 956 387-0120** | |
| 2. Monthly Charges | 69.80 |
| **Total Monthly Service** | **139.60** |

**Surcharges and Other Fees**

| | |
|---|---|
| 3. Federal Subscriber Line Charge | 11.46 |
| 4. 911 Fee | 1.12 |
| 5. Federal Universal Service Fee | 1.94 |
| 6. Municipal right-of-way Fee | 4.30 |
| **Total Surcharges and Other Fees** | **18.82** |

**Taxes**

| | |
|---|---|
| 7. Federal | .00 |
| 8. State and Local | .00 |
| **Total Taxes** | **.00** |

**Total Plans and Services** 158.42

## News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $469.46 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records indicate that you have selected MCI or a company that resells their services as your primary local toll carrier and MCI or a company that resells their services as your primary long distance carrier. Please contact us if this does not agree with your records.

## News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS
- TX USF RATE CHANGE

See "News You Can Use" for additional information

**Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.**

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DUE BY: Oct 9, 2013 $472.82 Amount due after Oct 9, 2013

HIDALGO CNTY HLTH DEPT
MISSION OFFICE
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Page 1 of 2
Account Number 956 581-8596 751 1
Billing Date Sep 11, 2013
Web Site att.com

at&t

# Monthly Statement

RECEIVED
SEP 23 2013
Hidalgo County Health & Human Services

## Bill-At-A-Glance

| | |
|---|---|
| Previous Bill | 180.73 |
| Payment Received 8-31 | 50.54CR |
| Adjustments | .00 |
| Past Due - Please Pay Immediately | 130.19 |
| Current Charges | 106.55 |
| **Total Amount Due** | **$236.74** |
| Current Charges Due in Full by | Oct 4, 2013 |

## Billing Summary

Billing Questions? Visit **att.com/billing** Page

| | | |
|---|---|---|
| **Plans and Services** | 1 | 106.55 |

1 800 770-2260
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

**Total Current Charges** 106.55

RECEIVED
Hidalgo County Health
& Human Services Department
SEP 23 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Invoice Received by: Janette Date 9/23/13
Goods/Services Received by: Darens Date 9/11 - 10/10/13
13 -1100-444-00-240-001-0- 531
Payment Amount $ 106.55
PO# 688501

## News You Can Use Summary

- PREVENT DISCONNECT
- TX USF RATE CHANGE
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

## Plans and Services

**Monthly Service - Sep 11 thru Oct 10**

**Charges for 956 581-8596**

| | |
|---|---|
| 1. Monthly Charges | 6.80 |
| 2. Basic Local Service - Business | 20.85 |
| Total Charges for 956 581-8596 | 27.65 |

**Charges for 956 581-9290**

| | |
|---|---|
| 3. Monthly Charges | 6.80 |
| 4. Basic Local Service - Business | 20.85 |
| Total Charges for 956 581-9290 | 27.65 |

**Charges for 956 581-9459**

| | |
|---|---|
| 5. Monthly Charges | 6.80 |
| 6. Basic Local Service - Business | 20.85 |
| Total Charges for 956 581-9459 | 27.65 |
| **Total Monthly Service** | **82.95** |

**Surcharges and Other Fees**

| | |
|---|---|
| 7. Federal Subscriber Line Charge | 17.19 |
| 8. 911 Fee | 1.68 |
| 9. Federal Universal Service Fee | 2.91 |
| 10. Municipal right-of-way Fee | 1.82 |
| **Total Surcharges and Other Fees** | **23.60** |

**Taxes**

| | |
|---|---|
| 11. Federal | .00 |
| 12. State and Local | .00 |
| **Total Taxes** | **.00** |

**Total Plans and Services** 106.55

## News You Can Use

130.19
-11.82 JuN S/P
-11.82 Aug S/P
106.55
106.53 Sept
-11.82 S/P
94.73

...rges must be ...activities. We ...ne line, and fees ...sic local ...e and ...ng ...hose

...uri, ...on.

...d on Recyclable Paper

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.



DUE BY: Oct. 4, 2013 $236.74 Amount After Oct. 7, 2013 $236.74

**AI-41013** **Urban County** **13. A.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted For:** Brandy Salinas **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

1. Consideration and approval to submit Amendment No. 4 which will include the budget amendment to the General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068.

2. Consideration and approval to authorize the County Judge to sign any and all documents associated with Change Orders and/or Amendments pertaining to GLO Contract No. 12-406-000-6453.

### BACKGROUND

The proposed budget amendment will allow the transfer of $331,058.00 from the Engineering line item to the Flood and Drainage line item to complete the proposed South Fork Drain Project.

## Attachments

Agenda backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 09/27/2013 04:56 PM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Mary Flores Started On: 09/27/2013 04:27 PM

Final Approval Date: 10/03/2013

## COUNTY OF HIDALGO

| LINE | CATEGORIES | CONTRACT FUNDS | OTHER FUNDS | TOTAL | |
|---|---|---|---|---|---|
| 5. | Flood and Drainage Facilities | $ 16,172,070 | $ 105,955.30 | $ 16,278,025.30 | Deleted: 15,841,012 / Deleted: 15,946,967.30 |
| 24. | Acquisition | $ 1,840,633 | $ | $ 1,840,633 | |
| 30. | Engineering/Architectural Serv. (Total for all construction accounts) | $ 2,324,363.00 | $ | $ 2,324,363.00 | Deleted: 2,655,421 / Deleted: 2,655,421 |
| 33. | Planning / Project Delivery | $ 605,240 | $ | $ 605,240 | |
| | TOTALS | $ 20,942,306 | $ 105,955.30 | $ 21,048,261.30 | |

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

$105,955.30-Border Colonia Access Program (BCAP)-Tijerina Estates

Before Amendment #4

# Texas General Land Office Disaster Recovery Program
## Request for Payment - *A203*

***Request Number:***
***16***

GLO Contract/DRS #: DRS210068/12-406-000-6453 Grant Recipient: Hidalgo County

Contract Period: From: 04/12/2012 To: 12/31/2015 Period Covered by this Report: From: To:

| Activity Number | Project Name | Project Task | Budget B | This Request C | Total Prior Request - D | Balance (B-C-D) |
|---|---|---|---|---|---|---|
| 5 | Flood/Drainage Imp (South Fork) | Constr | $3,103,310.00 | | | $3,103,310.00 |
| 5 | Flood/Drainage Imp (South Fork) | 30-Eng | $ 424,157.00 | | | $ 424,157.00 |
| 5 | Flood/Drainage Imp (South Fork) | 33-Admin | $ 201,747.00 | | $ 56,743.15 | $ 145,003.85 |
| 5 | Flood/Drainage Imp (Delta Area) | Constr | $8,462,869.00 | | | $8,462,869.00 |
| 5 | Flood/Drainage Imp (Delta Area) | 30-Eng | $1,599,430.00 | | $ 766,620.35 | $ 832,809.65 |
| 5 | Flood/Drainage Imp (Delta Area) | 33-Admin | $ 201,747.00 | | $ 56,743.15 | $ 145,003.85 |
| 5 | Flood/Drainage Imp (Delta Area) | 24-Acq | $1,270,000.00 | | | $1,270,000.00 |
| 5 | Flood/Drainage Imp (Penitas) | Constr | $4,274,833.00 | | | $4,274,833.00 |
| 5 | Flood/Drainage Imp (Penitas) | 30-Eng | $ 631,834.00 | | $ 417,010.44 | $ 214,823.56 |
| 5 | Flood/Drainage Imp (Penitas) | 33-Admin | $ 201,746.00 | | $ 56,743.17 | $ 145,002.83 |
| 5 | Flood/Drainage Imp (Penitas) | 24-Acq | $ 570,633.00 | | | $ 570,633.00 |
| | | Totals | 20,942,306 | | $1,353,860.26 | 19,588,445.74 |

| Total Grant Funds Requested To Date: | Total Local Match Expended To Date: |
|---|---|
| **$1,353,860.26** | |

**ALL EXPENDITURES RELATED TO THIS CONTRACT MUST BE CONSISTENT WITH THE UNIFORM GRANT AND CONTRACT STANDARDS DEVELOPED UNDER THE DIRECTIVE OF UNIFORM GRANT AND CONTRACT MANAGEMENT ACT OF 1981, TEXAS CIVIL STATUTES, ARTICLE 4413 (32g).**

**CERTIFICATION:** I certify that to the best of my knowledge and belief that:

☒ the data above are correct

☒ payment is due and has not been previously drawn

☒ all activities requested for reimbursement are consistent with the GLO contract Exhibit A, Performance Statement, and

☒ all outlays were made in accordance with the terms of the contract.

**REMARKS:**

# Texas General Land Office Disaster Recovery Program
## Request for Payment - *A203*

After Amendment #4

***Request Number:***
***16***

GLO Contract/DRS #: DRS210068/12-406-000-6453 Grant Recipient: Hidalgo County

Contract Period: From: 04/12/2012 To: 12/31/2015 Period Covered by this Report: From: To:

| Activity Number | Project Name | Project Task | Budget B | This Request C | Total Prior Request - D | Balance (B-C-D) |
|---|---|---|---|---|---|---|
| 5 | Flood/Drainage Imp (South Fork) | Constr | $3,434,368.00 | | | $3,434,368.00 |
| 5 | Flood/Drainage Imp (South Fork) | 30-Eng | $ 93,099.00 | | | $ 93,099.00 |
| 5 | Flood/Drainage Imp (South Fork) | 33-Admin | $ 201,747.00 | | $ 56,743.15 | $ 145,003.85 |
| 5 | Flood/Drainage Imp (Delta Area) | Constr | $8,462,869.00 | | | $8,462,869.00 |
| 5 | Flood/Drainage Imp (Delta Area) | 30-Eng | $1,599,430.00 | | $ 766,620.35 | $ 832,809.65 |
| 5 | Flood/Drainage Imp (Delta Area) | 33-Admin | $ 201,747.00 | | $ 56,743.15 | $ 145,003.85 |
| 5 | Flood/Drainage Imp (Delta Area) | 24-Acq | $1,270,000.00 | | | $1,270,000.00 |
| 5 | Flood/Drainage Imp (Penitas) | Constr | $4,274,833.00 | | | $4,274,833.00 |
| 5 | Flood/Drainage Imp (Penitas) | 30-Eng | $ 631,834.00 | | $ 417,010.44 | $ 214,823.56 |
| 5 | Flood/Drainage Imp (Penitas) | 33-Admin | $ 201,746.00 | | $ 56,743.17 | $ 145,002.83 |
| 5 | Flood/Drainage Imp (Penitas) | 24-Acq | $ 570,633.00 | | | $ 570,633.00 |
| | | Totals | 20,942,306 | | $1,353,860.26 | 19,588,445.74 |

| Total Grant Funds Requested To Date: | Total Local Match Expended To Date: |
|---|---|
| **$1,353,860.26** | |

**ALL EXPENDITURES RELATED TO THIS CONTRACT MUST BE CONSISTENT WITH THE UNIFORM GRANT AND CONTRACT STANDARDS DEVELOPED UNDER THE DIRECTIVE OF UNIFORM GRANT AND CONTRACT MANAGEMENT ACT OF 1981, TEXAS CIVIL STATUTES, ARTICLE 4413 (32g).**

**CERTIFICATION:** I certify that to the best of my knowledge and belief that:

☒ the data above are correct

☒ payment is due and has not been previously drawn

☒ all activities requested for reimbursement are consistent with the GLO contract Exhibit A, Performance Statement, and

☒ all outlays were made in accordance with the terms of the contract.

**REMARKS:**

# Texas General Land Office Disaster Recovery Program

## *Contract Budget Change Form*

***Change Request Number:***

Grantee: Hidalgo County GLO Contract Number: 12-406-000-6453

*Note: Only list the activities that are changing. Totals should reflect only activities that are changing.*

| HUD Activity Number | Current Total Funds | Proposed Change in Grant Funds to Grantee +/(-) | Proposed Change in Grant Funds to Service Provider +/(-) | Proposed Change in Other Funds (+/-) | Proposed Total Funds |
|---|---|---|---|---|---|
| 5 - Flood and Drainage Fac | 15,841,012 | $331,058.00 | | $105,955.30 | 16,278,025.3 |
| 24 - Acquisition | $1,840,633.00 | | | | $1,840,633.00 |
| 30 - Engineering/Architect | $2,655,421.00 | ($331,058.00) | | | $2,324,363.00 |
| 33 - Planning / Project Deli | $605,240.00 | | | | $605,240.00 |
| Totals | 20,942,306 | $0.00 | | $105,955.30 | 21,048,261.3 |

This transfer of funds is needed for the following reasons: The transfer of funds in the amount of $331,058.00 from Engineering Line Item to Flood and Drainage Line Item is to complete the proposed South Fork Drain Project in Precinct No.2.

Date: September 27, 2013

Title: Executive Director

Company Hidalgo County Urban County Program

Printed Name: Diana R. Serna

Signed: Diana R Serna

**Revised Form effective 12/10/2012**

**AI-40887** **Elections Administration 14. A.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Amanda Valdez, ELECTIONS DEPT.

**Department:** ELECTIONS DEPT.

## Information

### CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of San Juan for their election to be held on November 5, 2013.

### BACKGROUND

Two (2) originals of Contract for Election Services.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-126-30-000-000-0-000

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

### BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept.) As of 9-23-13, the City of San Juan does not owe the Hidalgo County Elections Dept. any outstanding charges.

## Attachments

San Juan

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 09/25/2013 10:05 AM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Amanda Valdez Started On: 09/23/2013 11:54 AM

Final Approval Date: 10/03/2013

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF SAN JUAN**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 5, 2013**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 5, 2013**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

## ARTICLE I
## PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 5, 2013**, and any Runoff, if applicable.

## ARTICLE II
## SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1)

and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(J) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(K) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

## ARTICLE III
## SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

## ARTICLE IV
## SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

## ARTICLE V
## TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

## ARTICLE VI
## COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;

C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Humberto Rodriguez
City Secretary
City of San Juan
709 S. Nebraska
San Juan, TX 78589

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

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

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

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2013

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

CITY OF SAN JUAN
ENTITY

BY: Humberto "Bobby" Rodriguez

PRINT: HUMBERTO RODRIGUEZ

TITLE: CITY SECRETARY

ATTEST

BY: Sandra G. Ramirez

PRINT: Sandra G. Ramirez

TITLE: Administrative Clerk

ELECTIONS ADMINISTRATOR

BY:
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT DISTRICT ATTORNEY

BY:
VICTOR M. GARZA

# 2013 Hidalgo County Elections
# Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

**ELECTION: City of San Juan Charter Amendment Election** — **DATE: November 5, 2013**

| | | | | | |
|---|---|---|---|---|---|
| 6.01 | **Programming Services for iVotronic** | | **Price** | **Quantity** | **Total** |
| A | Base Charge: Ballot Programming | | **$150.00** | 1 | $150.00 |
| A | Additional Ballot Style(s) | | **$25.00** | 0 | $0.00 |
| A | Request Change on Programmed Ballot | | **$10.00** | 0 | $0.00 |
| B | Audio Files Set up Charge English/ Spanish | | **$300.00** | 1 | $300.00 |
| C | Audio Files (Per Contest/Office) | | **$10.00** | 0 | $0.00 |
| D | Audio Files (Per Propositions/ Amendments/ Charters/ Instructions) | | **$10.00** | 1 | $10.00 |
| E | Audio Files (Per Candidate/ Responses) | | **$10.00** | 2 | $20.00 |
| F | Election Media per Polling Location(s) | | **$100.00** | 2 | $200.00 |
| G | *iVotronic Voting Machine(s) | | **$150.00** | 6 | $450.00 |
| G | *ADA iVotronic Voting Machine(s) | | **$150.00** | 2 | $150.00 |
| H | Delivery/ Pick-up Fee (includes Mileage) | | **$450.00** | 1 | $450.00 |
| | | | | Total iVotronic Programming Charges | $1,730.00 |
| 6.02 | **Electronic Poll Book (VoteSafe)** | | **Price** | **Quantity** | **Total** |
| A | *Voter Registration Database Access (Per Day) | | **$100.00** | 13 | $650.00 |
| B | *Laptop Rental (includes Bar Code Scanner/Dymo Printer) | | **$150.00** | 1 | $75.00 |
| C | Printer Labels (per vote) | | **$0.03** | 13987 | $419.61 |
| D | Username/Password - Per Polling Location | | **$20.00** | 2 | $40.00 |
| | | | | Total Electronic Poll Book Charges | $1,184.61 |
| 6.03 | **Supplies** | | **Price** | **Quantity** | **Total** |
| | Early Voting Combination Forms | | **$0.55** | 300 | $165.00 |
| | Election Day Combination Forms | | **$0.55** | 300 | $165.00 |
| | *Election Judge Kit for Early Voting | | **$35.00** | 1 | $17.50 |
| | *Election Judge Kit for Election Day | | **$35.00** | 1 | $17.50 |
| | Polling Location Map(s) | | **$17.00** | 2 | $34.00 |
| | 100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each. | | **$0.20** | 300 | $60.00 |
| | | | | Total Supplies Charges | $459.00 |
| 6.04 | **Mail & Ballot Service** | | **Price** | **Quantity** | **Total** |
| | Mail-in-Ballot Applications | | **$0.25** | 250 | $62.50 |
| | Paper Ballots for Mail-in-Ballots and Provisionals | | **$0.40** | 1000 | $400.00 |
| | Mail-in-Ballots Kit(s) per request | | **$2.00** | 250 | $500.00 |
| | Postage Mail-in-Ballots (per request) | | **$0.61** | 250 | $152.50 |
| | Correspondence Postage | | **$0.46** | 1 | 0.46 |
| | | | | Total Mail & Ballot Service Charges | $1,115.46 |
| 6.05 | **Advertisements/Notices** | | **Price** | **Quantity** | **Total** |
| | The Monitor newspaper | | **$1,800.00** | 1 | $1,800.00 |
| | Local newspaper | | | 0 | $0.00 |
| | | | | Total Advertisement/Notice Charges | $1,800.00 |
| 6.06 | **Polling Location Rental Fees** | | **Price** | **Quantity** | **Total** |
| | | | | 0 | $0.00 |
| | | | | Total Polling Location Rental Charges | $0.00 |
| 6.07 | **Payroll for Training and Election Poll Workers** | | **Price** | | **Total** |
| | *Payroll for Early Voting Employees | | | **$6,885.00** | $3,442.50 |
| | *Payroll for Election Day Employees | | | **$833.50** | $416.75 |
| | | | | Total Payroll Charges | $3,859.25 |
| 6.08 | **Payroll for Ballot Board** | | **Price** | **Quantity** | **Total** |
| | Ballot Board | | **$250.00** | 1 | $250.00 |
| | | | | Total Ballot Board Charges | $250.00 |
| 6.09 | **Canvass Reports** | | **Price** | **Quantity** | **Total** |
| | Canvass Report (One Certified Copy Included) | | **$0.00** | 1 | $0.00 |
| | Additional Canvass Reports | | **$0.00** | 0 | $0.00 |
| | | | | Total Canvass Report Charges | $0.00 |
| 6.10 | **Insurance** | **Hourly rate** | **Workers** | **Hours wrk** | **Total** |
| | Liability insurance for Early Voting Supervisors | **$ 9.00** | 1 | 140 | $2.52 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Early Voting Clerks | **$ 8.00** | 5 | 700 | $56.00 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Election Day Presiding Judges | **$ 9.00** | 1 | 16.5 | $0.30 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Election Day Alternate/Clerks | **$ 8.00** | 5 | 82.5 | $6.60 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | | | | Total Insurance Charges | $65.42 |
| 6.11 | **Cell Phones** | | **Price** | **Quantity** | **Total** |
| | Verizon Wireless phone | | $17.52 | 1 | $17.52 |
| | | | | Total Cell Phone Charges | $17.52 |
| 6.12 | | | | Subtotal | $10,481.26 |
| | | | | Administrative Fees (10%) | $1,048.13 |
| | *Shared cost with County | | | ESTIMATED GRAND TOTAL | $11,529.39 |

**AI-40888** **Elections Administration 14. B.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Amanda Valdez, ELECTIONS DEPT.

**Department:** ELECTIONS DEPT.

## Information

### CAPTION

Approval of Lease Contract for Election Services between Hidalgo County and the City of Pharr for their election to be held on November 5, 2013.

### BACKGROUND

Two (2) originals of Contract for Election Services.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-126-30-000-000-0-000

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

### BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept.) As of 9-23-13, the City of Pharr does not owe the Hidalgo County Elections Dept. any outstanding charges.

## Attachments

City of Pharr

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 09/25/2013 10:05 AM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Amanda Valdez Started On: 09/23/2013 12:02 PM

Final Approval Date: 10/03/2013

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF PHARR**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 5, 2013**.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 5, 2013**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(C) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY;

(D) Provide PDF CD file for Early Voting and Election Day Poll Book(s) as a backup; and

(E) Provide information for election officers;

2.02. The Entity shall be responsible for performing the following:

(A) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), any recounts and/or election contests associated with the election, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a

$10 charge for Request Changes on Programmed Ballot;

B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage charge;
I. Fee for Voter Registration List(s) in CD format;
J. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, insurance and delivery fee of $150.00 per location;
C. Dymo Printer rental ($4.35 per day) and label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for Early Voting and Election Day by Entity as a backup;

6.04 Provide iVotronic scheduled training for Judges and/or clerks or a representative from the Political Subdivision at not cost to the ENTITY;

6.05 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.06 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices,

demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Hilda Pedraza
City Secretary
City of Pharr
PO Box 1729
Pharr, TX 78577

F. Any balances, if any remain after the payment of all costs of election bills, shall be the Property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

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

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

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2013

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT DISTRICT ATTORNEY

BY: _____
VICTOR M. GARZA

CITY OF PHARR
ENTITY

BY: _____

PRINT: LEOPOLDO "POLO" PALACIOS, JR.

TITLE: MAYOR

ATTEST

BY: _____

PRINT: HILDA PEDRAZA

TITLE: CITY CLERK

# 2013 Hidalgo County Elections
# Leasing Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

| ELECTION: City of Pharr-Commissioner Place 4 | DATE: November 5, 2013 |
|---|---|

| | Programming Services for iVotronic | Price | Quantity | Total |
|---|---|---|---|---|
| 6.01 A | Base Charge: Ballot Programming | $150.00 | 1 | $150.00 |
| A | Additional Ballot Style(s) | $25.00 | 0 | $0.00 |
| A | Request Change on Programmed Ballot | $10.00 | 0 | $0.00 |
| B | Audio Files Set up Charge English/ Spanish | $300.00 | 1 | $300.00 |
| C | Audio Files (Per Contests/ Office) | $10.00 | 1 | $10.00 |
| D | Audio Files (Per Propositions/ Amendments/ Charters/ Instructions) | $10.00 | 0 | $0.00 |
| E | Audio Files (Per Candidates/ Answer) | $10.00 | 4 | $40.00 |
| F | Election Media per Polling Location(s) | $100.00 | 5 | $500.00 |
| G | iVotronic Voting Machine(s) | $150.00 | 14 | $2,100.00 |
| G | ADA iVotronic Voting Machine(s) | $150.00 | 5 | $750.00 |
| H | Delivery/Pick-up Fee (includes Mileage) | $450.00 | 1 | $450.00 |
| I | Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request | $17.50 | 1 | $17.50 |
| | | | Total iVotronic Programming Charges | $4,317.50 |

| | Early Voting Electronic Poll Book (VoteSafe) | Price | Quantity | Total |
|---|---|---|---|---|
| 6.02 | Voter Registration Database (per day) | $100.00 | 13 | $1,300.00 |
| | Laptop Rental | $150.00 | 3 | $450.00 |
| | Dymo Printer Rental (per day) | $4.35 | 27 | $117.45 |
| | Printer Labels (per vote) | $0.03 | 26822 | $804.66 |
| | Username/Password - Per Polling Location | $20.00 | 5 | $100.00 |
| | | | Total Electronic Poll Book Charges | $2,772.11 |

| | Election Day Poll Book | Price | Quantity | Total |
|---|---|---|---|---|
| 6.03 | PDF CD File | $17.50 | 1 | $17.50 |
| | | | Total Poll Book Charges | $17.50 |

| | Training | Price | Quantity | Total |
|---|---|---|---|---|
| 6.04 | iVotronic and Votesafe scheduled training | $0.00 | 1 | $0.00 |
| | | | Total Training Charges | $0.00 |

| | Supplies | Price | Quantity | Total |
|---|---|---|---|---|
| 6.05 | Provisional Bag(s) | $2.00 | 0 | $0.00 |
| | Small Ballot Box(es) | $5.00 | 0 | $0.00 |
| | Large Ballot Box(es) | $10.00 | 0 | $0.00 |
| | Seals (10 per Pack) | $1.79 | 0 | $0.00 |
| | Combination Forms (10 per Pack) | $2.00 | 0 | $0.00 |
| | Table Top Booth(s) (For Provisional Voting) | $2.00 | 0 | $0.00 |
| | Polling Location Map(s) | $17.00 | 0 | $0.00 |
| | | | Total Supplies Charges | $0.00 |

| | | |
|---|---|---|
| 6.06 | Subtotal | $7,107.11 |
| | Administrative Fees (10%) | $710.71 |
| | ESTIMATE GRAND TOTAL | $7,817.82 |

NOTE: Not all supplies are inclusive

**AI-41077** **Elections Administration 14. C.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Amanda Valdez, ELECTIONS DEPT.

**Department:** ELECTIONS DEPT.

## Information

### CAPTION

Discuss, amend and approve Early Voting poll site changes:
a. Extend voting hours through 7 p.m. on 10/21/2013 and 10/22/2013 at the STC Pecan Campus in McAllen;
b. Extend voting hours through 7 p.m. on 10/21/2013 and 10/22/2013 at the STC Mid Valley Campus in Weslaco;

### BACKGROUND

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

No budgetary impact

## Attachments

Draft Schedule 10-7-13

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Ivan Cantu | 10/03/2013 02:04 PM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Amanda Valdez Started On: 10/03/2013 12:54 PM

Final Approval Date: 10/03/2013

From Oct. 21st – Nov. 1st 2013 - CALL (956) 318-2570 For General Information (Llame para Información General)

# *November 5, 2013 (5 de Noviembre de 2013)*

## *CONSTITUTIONAL AMENDMENT ELECTION (Elección Sobre Enmiendas a la Constitución)*

## *EARLY VOTING SCHEDULE (Horario para el Voto Adelantado)*

| Days/ Dias | Dates/ Fechas | Hours/ Horas |
|---|---|---|
| Monday/ Lunes | Oct. 21, 2013 | 8:00 A.M. -- 5:00 P.M. |
| Tuesday/ Martes | Oct. 22, 2013 | 8:00 A.M. -- 5:00 P.M. |
| Wednesday/ Miércoles | Oct. 23, 2013 | 8:00 A.M. -- 5:00 P.M. |
| Thursday/ Jueves | Oct. 24, 2013 | 8:00 A.M. -- 5:00 P.M. |
| Friday/ Viernes | Oct. 25, 2013 | 8:00 A.M. -- 5:00 P.M. |
| Saturday/ Sabado | Oct. 26, 2013 | 7:00 A.M. -- 7:00 P.M. |
| Sunday/ Domingo | Oct. 27, 2013 | 10:00 A.M. -- 3:00 P.M. |
| Monday/ Lunes | Oct. 28, 2013 | 8:00 A.M. -- 5:00 P.M. |
| Tuesday/ Martes | Oct. 29, 2013 | 8:00 A.M. -- 5:00 P.M. |
| Wednesday/ Miércoles | Oct. 30, 2013 | 8:00 A.M. -- 5:00 P.M. |
| Thursday/ Jueves | Oct. 31, 2013 | 7:00 A.M. -- 7:00 P.M. |
| Friday/ Viernes | Nov. 1, 2013 | 7:00 A.M. -- 7:00 P.M. |

## EARLY VOTING POLLING LOCATIONS

**(Casillas Electorales para el Voto Adelantado)**

**ALAMO SUB**
Alamo City Hall
420 N. Tower Rd.
Alamo, TX

**DONNA SUB**
Amigos Del Valle
1408 Silver Ave.
Donna, TX

**EDINBURG SUB**
Elections Annex Bldg.
317 N. Closner "REAR"
Edinburg, TX

**EDINBURG SUB**
UTPA Student Union
1201 W. University Dr.
Edinburg, TX

**ELSA SUB**
Fire Station
216 E 4th St.
Elsa, TX

**EDCOUCH SUB**
Fire Station
200 W. Santa Rosa
Edcouch, TX

**LA JOYA SUB**
Youth Service Ctr
624 Salomon Chapa
La Joya, TX

**MCALLEN SUB**
McAllen Public Lib.
4001 N. 23rd St.
McAllen, TX

**MCALLEN SUB**
Palmer Pavilion
301 E. Hackberry
McAllen, TX

**MCALLEN SUB**
Lark Comm. Ctr.
2601 Lark Ave.
McAllen, TX

**MCALLEN SUB**
** STC Pecan Campus
3201 W. Pecan Blvd.
McAllen, TX

**MCALLEN SUB**
STC Technology
3700 W. Military Hwy
McAllen, TX

**MCALLEN SUB**
STC NAH Campus
1101 E. Vermont
McAllen, TX

**MERCEDES SUB**
Civic Center
530 E. 2nd St.
Mercedes, TX

**MISSION SUB**
Mission City Hall
1201 E. 8th St.
Mission, TX

**MISSION SUB**
Banworth Gym
1822 N. Shary Rd.
Mission, TX

**PALMVIEW/ ALTON SUB**
Co. Comm. Pct. #3
724 N. Breyfogle Rd.
Palmview, TX

**PHARR SUB**
Jose Pepe Salinas
1011 W. Kelly
Pharr, TX

**SAN JUAN SUB**
Fire Station #2
2301 N. Raul Longoria
San Juan, TX

**PROGRESO SUB**
Progreso Comm. Ctr.
210 FM 1015
Progreso, TX

**WESLACO SUB**
Business Visitor & Event Ctr.
275 S. Kansas
Weslaco, TX

**WESLACO SUB**
** STC Mid Valley Campus
400 N. Border
Weslaco, TX

**Open until 7pm on Oct. 21 & 22, 2013

DRAFT

*****CALL (956) 318-2570 FOR GENERAL INFORMATION (Llame para Información General) *****

Compliments of the Elections Department, 101 South 10th Ave. Edinburg, TX

Cortesía del Departamento Electoral, 101 Sur Avenida 10, Edinburg, TX (Last Update 9/26/2013)

**AI-40936** **Elections Administration 14. D.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Amanda Valdez, ELECTIONS DEPT.

**Department:** ELECTIONS DEPT.

## Information

### CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Palmview for their election to be held on November 5, 2013.

### BACKGROUND

Two (2) originals of Contract for Election Services.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-126-30-000-000-0-000

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

### BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept.) As of 9-25-13, the City of Palmview does not owe the Hidalgo County Elections Dept. any outstanding charges.

## Attachments

Palmview Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 09/25/2013 03:30 PM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Amanda Valdez Started On: 09/25/2013 12:15 PM

Final Approval Date: 10/03/2013

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF PALMVIEW**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 5, 2013**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 5, 2013**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

## ARTICLE I
## PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 5, 2013**, and any Runoff, if applicable.

## ARTICLE II
## SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1)

and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:
(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(J) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(K) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

## ARTICLE III
## SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

## ARTICLE IV
## SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

## ARTICLE V
## TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

## ARTICLE VI
## COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;

C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Aida Rivas
City Secretary
City of Palmview
400 W. Veterans Blvd.
Palmview, TX 78572

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

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

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

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 19th day of September, 2013

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

CITY OF PALMVIEW
ENTITY

BY: _____

PRINT: RAMON SEGOVIA

TITLE: INTERIM CITY MANAGER

ATTEST

BY: _____

PRINT: Aida Rivas

TITLE: City Secretary

ELECTIONS ADMINISTRATOR

BY:
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT DISTRICT ATTORNEY

BY:
VICTOR M. GARZA

# 2013 Hidalgo County Elections
# Contract Estimate Calculator

EXHIBIT A

**PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.**
**PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.**

| | ELECTION: City of Palmview Charter Election | DATE: November 5, 2013 | | |
|---|---|---|---|---|
| 6.01 | **Programming Services for iVotronic** | **Price** | **Quantity** | **Total** |
| A | Base Charge: Ballot Programming | **$150.00** | 1 | $150.00 |
| A | Additional Ballot Style(s) | **$25.00** | 0 | $0.00 |
| A | Request Change on Programmed Ballot | **$10.00** | 0 | $0.00 |
| B | Audio Files Set up Charge English/ Spanish | **$300.00** | 1 | $300.00 |
| C | Audio Files (Per Contest/Office) | **$10.00** | 0 | $0.00 |
| D | Audio Files (Per Propositions/ Amendments/ Charters/ Instructions) | **$10.00** | 1 | $10.00 |
| E | Audio Files (Per Candidate/ Responses) | **$10.00** | 2 | $20.00 |
| F | Election Media per Polling Location(s) | **$100.00** | 3 | $300.00 |
| G | *iVotronic Voting Machine(s) | **$150.00** | 3 | $225.00 |
| G | *ADA iVotronic Voting Machine(s) | **$150.00** | 3 | $225.00 |
| H | Delivery/ Pick-up Fee (includes Mileage) | **$450.00** | 1 | $450.00 |
| | | | **Total iVotronic Programming Charges** | **$1,680.00** |
| 6.02 | **Electronic Poll Book (VoteSafe)** | **Price** | **Quantity** | **Total** |
| A | *Voter Registration Database Access (Per Day) | **$100.00** | 13 | $650.00 |
| B | *Laptop Rental (includes Bar Code Scanner/Dymo Printer) | **$150.00** | 2 | $150.00 |
| C | Printer Labels (per vote) | **$0.03** | 6240 | $187.20 |
| D | Username/Password - Per Polling Location | **$20.00** | 3 | $60.00 |
| | | | **Total Electronic Poll Book Charges** | **$1,047.20** |
| 6.03 | **Supplies** | **Price** | **Quantity** | **Total** |
| | Early Voting Combination Forms | **$0.55** | 65 | $35.75 |
| | Election Day Combination Forms | **$0.55** | 65 | $35.75 |
| | *Election Judge Kit for Early Voting | **$35.00** | 1 | $17.50 |
| | *Election Judge Kit for Election Day | **$35.00** | 2 | $35.00 |
| | Polling Location Map(s) | **$17.00** | 3 | $51.00 |
| | 100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each. | **$0.20** | 200 | $40.00 |
| | | | **Total Supplies Charges** | **$215.00** |
| 6.04 | **Mail & Ballot Service** | **Price** | **Quantity** | **Total** |
| | Mail-in-Ballot Applications | **$0.25** | 250 | $62.50 |
| | Paper Ballots for Mail-in-Ballots and Provisionals | **$0.40** | 500 | $200.00 |
| | Mail-in-Ballots Kit(s) per request | **$2.00** | 250 | $500.00 |
| | Postage Mail-in-Ballots (per request) | **$0.61** | 250 | $152.50 |
| | Correspondence Postage | **$0.46** | 2 | 0.92 |
| | | | **Total Mail & Ballot Service Charges** | **$915.92** |
| 6.05 | **Advertisements/Notices** | **Price** | **Quantity** | **Total** |
| | The Monitor newspaper | **$1,800.00** | 1 | $1,800.00 |
| | Local newspaper | | 0 | $0.00 |
| | | | **Total Advertisement/Notice Charges** | **$1,800.00** |
| 6.06 | **Polling Location Rental Fees** | **Price** | **Quantity** | **Total** |
| | | | 0 | $0.00 |
| | | | **Total Polling Location Rental Charges** | **$0.00** |
| 6.07 | **Payroll for Training and Election Poll Workers** | | **Price** | **Total** |
| | *Payroll for Early Voting Employees | | **$6,885.00** | $3,442.50 |
| | *Payroll for Election Day Employees | | **$833.50** | $416.75 |
| | | | **Total Payroll Charges** | **$3,859.25** |
| 6.08 | **Payroll for Ballot Board** | **Price** | **Quantity** | **Total** |
| | Ballot Board | **$250.00** | 1 | $250.00 |
| | | | **Total Ballot Board Charges** | **$250.00** |
| 6.09 | **Canvass Reports** | **Price** | **Quantity** | **Total** |
| | Canvass Report (One Certified Copy Included) | **$0.00** | 1 | $0.00 |
| | Additional Canvass Reports | **$0.00** | 0 | $0.00 |
| | | | **Total Canvass Report Charges** | **$0.00** |
| 6.10 | **Insurance** | **Hourly rate** | **Workers** | **Hours wrk** | **Total** |
| | Liability insurance for Early Voting Supervisors | **$ 9.00** | 1 | 140 | $2.52 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Early Voting Clerks | **$ 8.00** | 5 | 700 | $56.00 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Election Day Presiding Judges | **$ 9.00** | 1 | 16.5 | $0.30 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Election Day Alternate/Clerks | **$ 8.00** | 5 | 82.5 | $6.60 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | | | | **Total Insurance Charges** | **$65.42** |
| 6.11 | **Cell Phones** | **Price** | **Quantity** | **Total** |
| | Verizon Wireless phone | **$17.52** | 2 | $35.04 |
| | | | **Total Cell Phone Charges** | **$35.04** |
| 6.12 | | | **Subtotal** | **$9,867.83** |
| | | | **Administrative Fees (10%)** | **$986.78** |
| | *Shared cost with County | | **ESTIMATED GRAND TOTAL** | **$10,854.61** |

**AI-40963** **Elections Administration 14. E.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Amanda Valdez, ELECTIONS DEPT.

**Department:** ELECTIONS DEPT.

## Information

### CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Mercedes Independent School District for their election to be held on November 5, 2013.

### BACKGROUND

Two (2) originals of Contract for Election Services.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-126-30-000-000-0-000

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

### BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept.) As of 9-25-13, the Mercedes Independent School District does not owe the Hidalgo County Elections Dept. any outstanding charges.

## Attachments

Mercedes Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 09/26/2013 11:58 AM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Amanda Valdez Started On: 09/25/2013 05:09 PM

Final Approval Date: 10/03/2013

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **MERCEDES INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 5, 2013**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 5, 2013**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

## ARTICLE I
## PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 5, 2013**, and any Runoff, if applicable.

## ARTICLE II
## SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Notify the election judges of the date, time and place of the election;

(L) Procure and pay election judges and clerks for early voting and election day voting;

(M)Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(N) Procure and pay Ballot Board members ;

(O) Provide information for election officers;

(P) Provide such incidental related services as may be necessary to conduct the election;

(Q) Serve as the Early Voting Clerk;

(R) Establish a Central Counting Station for the purpose of tabulating ballots; and

(S) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(E) Canvass the Election results for the ENTITY'S governing body;

(F) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(G) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(H) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(I) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(J) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(K) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(L) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

## ARTICLE III
## SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

## ARTICLE IV
## SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

## ARTICLE V
## TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

## ARTICLE VI
## COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;

C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Daniel Treviño Jr.
Superintendent of Schools
Mercedes ISD
PO Box 419
Mercedes, TX 78570

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

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

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

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 16th day of September, 2013

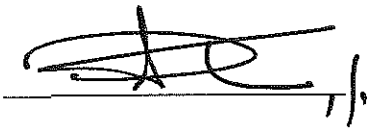
APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

MERCEDES ISD
ENTITY

BY: 

PRINT: DR. DANIEL TREVINO JR.

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST

BY: Eva C. Cuadra

PRINT: Eva C. Cuadra

TITLE: Administrative Assistant

ELECTIONS ADMINISTRATOR

BY:
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT DISTRICT ATTORNEY

BY:
VICTOR M. GARZA

# 2013 Hidalgo County Elections
# Contract Estimate Calculator

EXHIBIT A

**PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.**
**PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.**

**ELECTION: Mercedes ISD Bond Election** | **DATE: November 5, 2013**

| | | | | | |
|---|---|---|---|---|---|
| 6.01 | **Programming Services for iVotronic** | | **Price** | **Quantity** | **Total** |
| A | Base Charge: Ballot Programming | | **$150.00** | 1 | $150.00 |
| A | Additional Ballot Style(s) | | **$25.00** | 0 | $0.00 |
| A | Request Change on Programmed Ballot | | **$10.00** | 0 | $0.00 |
| B | Audio Files Set up Charge English/ Spanish | | **$300.00** | 1 | $300.00 |
| C | Audio Files (Per Contest/Office) | | **$10.00** | 0 | $0.00 |
| D | Audio Files (Per Propositions/ Amendments/ Charters/ Instructions) | | **$10.00** | 1 | $10.00 |
| E | Audio Files (Per Candidate/ Responses) | | **$10.00** | 2 | $20.00 |
| F | Election Media per Polling Location(s) | | **$100.00** | 3 | $300.00 |
| G | *iVotronic Voting Machine(s) | | **$150.00** | 7 | $525.00 |
| G | *ADA iVotronic Voting Machine(s) | | **$150.00** | 3 | $225.00 |
| H | Delivery/ Pick-up Fee (includes Mileage) | | **$450.00** | 1 | $450.00 |
| | | | | **Total iVotronic Programming Charges** | **$1,980.00** |
| 6.02 | **Electronic Poll Book (VoteSafe)** | | **Price** | **Quantity** | **Total** |
| A | *Voter Registration Database Access (Per Day) | | **$100.00** | 13 | $650.00 |
| B | *Laptop Rental (includes Bar Code Scanner/Dymo Printer) | | **$150.00** | 2 | $150.00 |
| C | Printer Labels (per vote) | | **$0.03** | 9119 | $273.57 |
| D | Username/Password - Per Polling Location | | **$20.00** | 3 | $60.00 |
| | | | | **Total Electronic Poll Book Charges** | **$1,133.57** |
| 6.03 | **Supplies** | | **Price** | **Quantity** | **Total** |
| | Early Voting Combination Forms | | **$0.55** | 200 | $110.00 |
| | Election Day Combination Forms | | **$0.55** | 200 | $110.00 |
| | *Election Judge Kit for Early Voting | | **$35.00** | 1 | $17.50 |
| | *Election Judge Kit for Election Day | | **$35.00** | 2 | $35.00 |
| | Polling Location Map(s) | | **$17.00** | 3 | $51.00 |
| | 100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each. | | **$0.20** | 200 | $40.00 |
| | | | | **Total Supplies Charges** | **$363.50** |
| 6.04 | **Mail & Ballot Service** | | **Price** | **Quantity** | **Total** |
| | Mail-in-Ballot Applications | | **$0.25** | 200 | $50.00 |
| | Paper Ballots for Mail-in-Ballots and Provisionals | | **$0.40** | 1000 | $400.00 |
| | Mail-in-Ballots Kit(s) per request | | **$2.00** | 200 | $400.00 |
| | Postage Mail-in-Ballots (per request) | | **$0.61** | 200 | $122.00 |
| | Correspondence Postage | | **$0.46** | 2 | 0.92 |
| | | | | **Total Mail & Ballot Service Charges** | **$972.92** |
| 6.05 | **Advertisements/Notices** | | **Price** | **Quantity** | **Total** |
| | The Monitor newspaper | | **$1,800.00** | 1 | $1,800.00 |
| | Local newspaper | | | 0 | $0.00 |
| | | | | **Total Advertisement/Notice Charges** | **$1,800.00** |
| 6.06 | **Polling Location Rental Fees** | | **Price** | **Quantity** | **Total** |
| | | | | 0 | $0.00 |
| | | | | **Total Polling Location Rental Charges** | **$0.00** |
| 6.07 | **Payroll for Training and Election Poll Workers** | | **Price** | | **Total** |
| | *Payroll for Early Voting Employees | | **$5,765.00** | | $2,882.50 |
| | *Payroll for Election Day Employees | | **$1,403.00** | | $701.50 |
| | | | | **Total Payroll Charges** | **$3,584.00** |
| 6.08 | **Payroll for Ballot Board** | | **Price** | **Quantity** | **Total** |
| | Ballot Board | | **$250.00** | 1 | $250.00 |
| | | | | **Total Ballot Board Charges** | **$250.00** |
| 6.09 | **Canvass Reports** | | **Price** | **Quantity** | **Total** |
| | Canvass Report (One Certified Copy Included) | | **$0.00** | 1 | $0.00 |
| | Additional Canvass Reports | | **$31.10** | 5 | $155.50 |
| | | | | **Total Canvass Report Charges** | **$155.50** |
| 6.10 | **Insurance** | **Hourly rate** | **Workers** | **Hours wrk** | **Total** |
| | Liability insurance for Early Voting Supervisors | **$ 9.00** | 1 | 140 | $2.52 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Early Voting Clerks | **$ 8.00** | 4 | 560 | $35.84 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Election Day Presiding Judges | **$ 9.00** | 2 | 33 | $1.19 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | Liability insurance for Election Day Alternate/Clerks | **$ 8.00** | 8 | 132 | $16.90 |
| | (hourly rate X workers X hrs worked X 0.002) | | | | |
| | | | | **Total Insurance Charges** | **$56.44** |
| 6.11 | **Cell Phones** | | **Price** | **Quantity** | **Total** |
| | Verizon Wireless phone | | **$17.52** | 2 | $35.04 |
| | | | | **Total Cell Phone Charges** | **$35.04** |
| 6.12 | | | | **Subtotal** | **$10,330.97** |
| | | | | **Administrative Fees (10%)** | **$1,033.10** |
| | ***Shared cost with County** | | | **ESTIMATED GRAND TOTAL** | **$11,364.07** |

**AI-40892** **Texas Agri-Life Extension Serv. 15. A.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

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

**Department:** TX. AGRILIFE EXT. SERVICES

## Information

### CAPTION

Requesting claim for reimbursement be approved for fuel purchase that was made by Christina Perez, CEA-4-H & Youth Development. Christina attended the 2013 District 12 Program Planning Workshop in Corpus Christi, Texas on September 17-18, 2013, and was forced to pay out of pocket.

### BACKGROUND

($104.26 fuel purchase)
On her way back she stopped in Robstown, Texas and tried to use County Fuel Card, but pump screen did not work and she couldn't try another gas station because she was afraid to run out of fuel in the truck she was driving.

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

Funds available as of 9/30/2013

## Attachments

Affidavit Packet

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 09/25/2013 10:07 AM |
| Glinda Pacheco | Glinda Pacheco | 09/30/2013 11:37 AM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Nora Linda Cruz Started On: 09/23/2013 04:49 PM

Final Approval Date: 10/03/2013

# HIDALGO COUNTY, TEXAS
## OUT - OF - COUNTY
## FINAL TRAVEL EXPENSE CLAIM

EMPLOYEE NAME: Christina Perez, Hidalgo County Extension — DEPARTMENT: Hidalgo County Extension Service

TRAVEL TO CITY: Corpus Christi — STATE: Texas

DEPARTURE DATE: 9/17/2013 — RETURN DATE: 9/18/2013

TIME OF DEPARTURE: 5:30 AM — TIME OF RETURN: 9:30 PM

PURPOSE OF TRIP: To obtain continuing education related to an employee's work or maintenance of a license or certification. To promote the economic development interests of the County.

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

| | DATES OF TRAVEL FOR YEAR | | | | | | 2013 |
|---|---|---|---|---|---|---|---|
| | MONTH / DAY | MONTH / DAY | MONTH / DAY | MONTH / DAY | MONTH / DAY | MONTH / DAY | |
| DESCRIPTION OF TRIP | 9/17 | 9/18 | 9/19 | 9/20 | 9/21 | 9/22 | TOTALS |
| Airline / Bus / Train | | | | | | | $ - |
| Car Rental | | | | | | | - |
| Gasoline for Car Rental | | | | | | | - |
| Personal Car Mileage ODOMETER READINGS: | Beginning Mileage: | | Ending Mileage: | | TOTAL MILEAGE: - | (MILEAGE RATE) 0.565 | - |
| NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler. | | | | | | | |
| Hotel (Excluding Meals) | $95.92 | | | | | | 95.92 |
| Parking / Tolls | | | | | | | - |
| Taxi and Other Ground Transportation | | | | | | | - |
| Telephone | | | | | | | - |
| Registration Fees | $30.00 | | | | | | 30.00 |
| MEALS (based upon actual charges) | | NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem. | | | | | |
| Type of Travel (In State =1 /Out of State =2) | 1 | | | | | | |
| With Receipts = 1 / Without Receipts = 2 | 2 | | | | | | |
| Breakfast ($9 per diem) | $9.00 | $0.00 | | | | | |
| Lunch ($12 per diem) | $0.00 | $12.00 | | | | | |
| Dinner ($18 per diem) | $18.00 | $18.00 | | | | | |
| Total Actual Meal Expense | 27.00 | 30.00 | | | | | |
| Total Allowable Meal Expense per County Policy (County Employee) | $27.00 ~~39.00~~ | $30.00 | | | | | $57.00 ~~39.00~~ |
| Other (Please explain below): | | $104.26 | | | | | 104.26 |
| Explanation Notes: | When Christina stopped to fuel up, pump screen was not working, so she had to purchase fuel out of pocket since she would not make it to the next gas station to try again (not enough fuel in truck). | | | | | | |

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee.
(I.e. Airfare, Hotel accommodations, Car Rentals, Registration)

| Payee Name | Expense Type | Check No./ PO. No. | Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | $ - |

| | |
|---|---|
| TOTAL FROM T-4 CONTINUATION FORM | - |
| TOTAL ALLOWABLE EXPENDITURES | $ 287.18 ~~269.18~~ |
| AMOUNTS ADVANCED TO EMPLOYEE ON : | |
| TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE | - |
| REMIT TO ME | $ 287.18 ~~269.18~~ |
| REMITTED TO COUNTY TREASURER ON | |
| TREASURER RECEIPT NO. | $ 0.00 |

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

Christina Perez — EMPLOYEE SIGNATURE — 9/23/13 — DATE

APPROVED BY: _____ DIVISION DIRECTOR/SUPERVISOR — DATE

APPROVED FOR PAYMENT BY: Barbara Story — DEPARTMENT HEAD

3-1100-461-00-380-001-0-583 & 584
GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/13)

Note: This report is due no later than 20 calendar days of return from travel.

# District 12 Program Planning Workshop

September 17-18, 2013
Texas A&M AgriLife Center, Corpus Christi

**Tuesday, September 17**

| | |
|---|---|
| 9:30 | Registration |
| 10:00 | Opening Remarks & Overview of Program Planning Expectations<br>- Dr. Ruben Saldana<br><br>Community Resource & Economic Development<br>- Drs. Monty Dozier & Elaine Fries |
| 10:30 | Texas 4-H Management Update - Luis Saldaña<br>• Enrollment goals<br>• Let's Go, Let's Grow<br>• 4-H Event Updates |
| 12:00 | Lunch (provided)<br>TAE4HA Meeting (Conference Room) |
| 1:00 | Program Planning Breakout Sessions<br>ANR Agents - Monty Dozier<br>FCS Agents - Elaine Fries<br>*4-H Agents & 4-H Specialist rotate with RPDs |
| 4:30 | Association Meetings<br>TCAAA - Classroom<br>TEAFCS – Conference Room<br><br>Adjourn (immediately following association meetings) |
| 6:00 – 8:00 | Happy Hour (Hawthorn Suites) |

**Wednesday, September 18**

| | |
|---|---|
| 8:00 | Administrative Update |
| 9:00 | Moving from Evaluation to Interpretation<br>• Use of Qualitrics for data collection<br>• Turning data into a meaningful narrative<br>• Making effective use of bullets, tables, & graphics<br>• Writing effective annual summaries |
| 11:30 | County/District 4-H Event Planning Session<br>Discussion Items:<br>* improving county-based events<br>* increasing county enrollment<br>* district event planning |
| 12:30 | Adjourn |
| 1:30 | New Agent Planning & Training (New Agents only) |
| 5:00 | Adjourn |

The items below require your attention to ensure that this event provides the most possible support to you professionally as you prepare to develop major program plans for 2014.

- Submit registration via http://agriliferegister.tamu.edu on or before Tuesday, September 10 and make room reservations by September 2nd. Room blocks will be released after September 2nd.

- Program Planning Guidelines will be forwarded once they are completed as they are being revised by the Organizational Development unit. You are responsible for reviewing them in advance of our meeting.

- Meet and communicate with district and state-based specialists, cooperating agents, LAB/Youth board/PAC committee members, partners, and others as appropriate to identify programs, plans, and tasks needed to support your program 2014.

- Develop draft outcome and output plans and be prepared to share and discuss them with appropriate RPDs, co-workers, and specialists as appropriate. This includes 4-H plans in counties where there is no 4-H agent.

This shall serve as your authorization to travel to Corpus Christi and charge expenses to your regular travel account. Please call or email if you have any questions or need further information. We look forward to seeing you there!

Sincerely,

Ruben J. Saldaña, Ed.D.
District Extension Administrator

RJS:lg

Enclosures: Tentative Agenda

cc: Dr. Darrell Dromgoole
Dr. Monty Dozier
Dr. Elaine Fries
Mr. Luis Saldaña

TEXAS A&M AGRILIFE RESEARCH
AND EXTENSION CENTER AT WESLACO

TEXAS A&M AGRILIFE EXTENSION

August 8, 2013

***MEMORANDUM***

**To:** All District 12 County Faculty & Specialists serving District 12

**Subject:** District 12 Program Planning Workshop
September 17-18, 2013
Texas A&M AgriLife Research and Extension Center at Corpus Christi

The 2013 District 12 Program Planning Workshop will be held September 17-18, 2013 at the Texas A&M AgriLife Research and Extension Center at Corpus Christi located at 10345 Hwy 44. Registration will be from 9:30 – 10:00 a.m. with the program immediately following registration. We will be meeting in the auditorium. A map to the Corpus Christi center is enclosed.

Below are items for your attention as you prepare:

Registration: A $30 registration fee will be charged for the workshop to cover meeting expenses. Registration will be conducted through the AgriLife Conference Services at https://agriliferegister.tamu.edu . You can begin registering immediately and the registration deadline is Friday, September 6. No onsite registration will be taken.

Dress: Dress for this conference will be business casual.

Lodging: We have blocked rooms at the Hawthorn Suites by Wyndham Corpus Christi, but reservations are your individual responsibility. Room rate is $88.00 and is being held under "AgriLife Extension". There is a 24 hour notice required for cancellations of room reservation. Cutoff date is September 2, 2013. Be sure and provide a hotel tax exemption form upon check-in.

Meals: The Hawthorn provides a complimentary hot breakfast buffet and a Happy Hour at 6:00 p.m. daily. We will provide lunch on Tuesday.

- continued -

South District 12
Texas A&M AgriLife Extension Service
2401 E Business Hwy 83 | Weslaco, Texas 78596

Tel. 956.968.5581 | Fax. 956.969.5639 | southtexas.tamu.edu

*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: 09/13/13
TOTAL NUMBER OF EMPLOYEES TRAVELING: 4
DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Adelita F. Munoz, CEA-FCS; Christina Perez, CEA-4-H & Youth Development; Andrea Valdez, CEA-Family Resources; Brad Cowan, CEA-Agriculture

## EVENT INFORMATION

| | | | |
|---|---|---|---|
| TITLE OF EVENT: | District 12 Program Planning Workshop | | |
| EVENT DATE(S) FROM: | 09/17/13 | TO: | 09/18/13 |
| DEPARTURE DATE: | 09/17/13 | RETURN DATE: | 09/18/13 |
| LOCATION OF EVENT: CITY: | Corpus Christi | STATE: | Texas |

## PURPOSE OF TRAVEL

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

- [X] To obtain statutorily required continuing professional education.
- [X] To obtain continuing education related to an employee's work or maintenance of a license or certification.
- [ ] To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- [ ] To participate in professional organizations related to the employee or official's job assignment.
- [ ] To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- [ ] To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- [ ] To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- [X] 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) | $ 120.00 | |
| Subtotal for Object Code 584 | $ 120.00 | $ |
| 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 | $303.60 | |
| 11. MEALS | $228.00 | |
| 12. OTHER EXPENSES | $ - | |
| Subtotal for Object Code 583 | $ 531.60 | |
| 13. TOTAL ESTIMATED TRAVEL EXPENSES | $ 651.60 | $ |

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

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

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

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

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

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.: |
|---|---|---|---|
| Dorleara Storey | 9/12/13 | Nora Linda Cruz | 383-7024 |

**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: |
|---|---|---|
| | | |

HIGHWAY TRAVEL CENTER
950 HWY. 77
ROBSTOWN, TX 78380

SHELL
HWY 77 & FM 892
ROBSTOWN TX 78380
57544444409

09/18/2013 4:31:59 PM
Register: 1 Trans #: 9253 Op ID: 15
Your cashier: brittany

*** REPRINT *** REPRINT *** REPRINT ***

REGULAR CA PUMP#9
28.968 GAL @ $ 3.599/GAL $104.26 99

Subtotal = $104.26
Tax = $0.00
Total = $104.26

*** REPRINT *** REPRINT *** REPRINT ***

Change Due = $0.00

Credit $104.26

XXXX XXXX XXXX 6915, MASTERCARD
**INVOICE** 977595
**AUTH** 03515Z
Buyer agrees to pay the total, according
To the agreement with the card issuer

Apply for the Shell Drive for Five Card
today & save 5cpg.

Apply today! Call 1-877-278-2624

# Hawthorn Suites by Wyndham.

www.hawthorn.com
1442 S. Padre Island Dr.
Corpus Christi, TX 78416
Telephone: (361)854-3400 Fax: (361)854-2100

Sep 18, 2013
7:24 am

CHRISTINA PEREZ
410 NORTH 13TH ST
Edinburg, TX 78541

Folio #: 48664
Room Number: 319
Rate: $88.00
Pay Method: MC6915

Arrival Date: Tuesday, September 17, 2013
Departure Date: Wednesday, September 18, 2013

Member #:

| Date | Department | Reference | Voucher | Room | Debit | Credit |
|---|---|---|---|---|---|---|
| 9/17/2013 | Room Postings | Auto Posted | | 319 | $88.00 | |
| 9/17/2013 | CITY TAX 9% | Auto Posted | | 319 | $7.92 | |
| 9/18/2013 | MASTER CARD | CHECKED-OUTMC6915 | | 319 | | $95.92 |

Wyndham Rewards members earn valuable points or airline miles on qualifying stays at nearly 7,000 hotels around the world. Points can be redeemed for free nights, gift cards, merchandise and more. If you're not already a member join at the front desk, visit us at www.wyndhamrewards.com or call 1-866-WYN-RWDS.

| Tax Summary | |
|---|---|
| CITY TAX 9% | $7.92 |

Balance: $0.00

I agree that my liability for all charges is not waived.
The management assumes no responsibliity for accidents, injuries, theft or loss due to any cause.
Thank You for choosing Hawthorn Suites, hope you had a pleasant stay.
We look forward to serving you again.

Signature _____

**HIDALGO COUNTY AUDITOR'S OFFICE**
**HIDALGO COUNTY, TEXAS**

# PURCHASE AFFIDAVIT

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, **Christina L. Perez**, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

| INVOICE NO. | DATE | AMOUNT | NAME OF COMPANY |
|---|---|---|---|
| 977595 | 09/18/2013 | $104.26 | Highway Travel Center, 950 Hwy 77, Robstown, TX 78380 |
| | | | |
| | | | |
| | | | |
| | | | |
| **TOTAL** | | $104.26 | |

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

**SIGNATURE:** Christina Perez

**TITLE:** **CEA-4-H & Youth Development**
**PERSON MAKING PURCHASE**

Before me Nora Linda Cruz, a Notary Public, appeared Christina Perez and on **h**er oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. **H**___ **/ S**he further stated **h**___ **/ s**he requested payment of the same.

**(SEAL)**

NORA LINDA CRUZ
Notary Public, State of Texas
My Commission Expires
September 23, 2015

Nora Linda Cruz
**NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS**

Barbara Story
**APPROVAL: DEPARTMENT HEAD**

**APPROVAL: COUNTY AUDITOR**

COUNTY AUDITOR'S FORM: ARS-CA-004
REVISED: 11/23/2004

# Purchase Order
# COUNTY OF HIDALGO

PO# 698129

DATE: 09/13/13

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 399213 REQ: 00243687

PHONE:

EMAIL:

PEREZ, CHRISTINA LORRAINE
C/O EXTENSION SERVICE

SHIP TO: TEXAS A & M AGRILIFE EXTENSION SERVICE
410 N. 13TH AVE
EDINBURG TX 78541

CONTACT:

SITE: TEXAS A & M AGRILIFE EXTENSION SERVICE

SPECIAL INSTRUCTIONS:

**VENDOR NOTES**

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER<br><br>Christina traveling to Corpus Christi, Texas on September 17-18, 2013 to attend the 2013 District 12 Program Planning Workshop. | | |
| 1 | EACH | ED Registration Fees | 30.00 | 30.00 |
| 1 | NGT | CO Hotel rental at Hawthorn Suites by Wyndham, 1442 South Padre Island Drive, Corpus Christi, TX 78416 - (361) 854-3400. | 101.20 | 101.20 |
| 1 | EACH | EX Meals:<br><br>9/17/2013 - Breakfast-$9; Lunch-Provided; Dinner-$18<br>9/18/2013 - Breakfast-Hotel; Lunch-$12; Dinner-$18 | 57.00 | 57.00 |
| | | TOTAL: | | 188.20 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | ********** For Hidalgo County use only | | |
| | | 3-1100-461-00-380-001-0-583 | 158.20 | |
| | | 3-1100-461-00-380-001-0-584 | 30.00 | |

Authorized by: Martha L Salazar

**AI-40848** **Precinct #4 16. A.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted For:** Comm. J. Palacios **Submitted By:** Veronica Lopez, COMM. PCT. #4

**Department:** COMM. PCT. #4

## Information

### CAPTION

Requesting approval of the following claims/invoices with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor:

| Invoice Date | Invoice # | Vendor | Amount |
|---|---|---|---|
| 05/06/13 | 0050520002 | City of Edinburg | $35.79 |
| 06/03/13 | 0050520002 | City of Edinburg | $73.37 |
| 08/06/13 | WIEC0032842 | Holt CAT | $354.95 |
| 07/08/13 | 2R-22620 | Metro Electric, Inc. | $1,035.20 |
| 04/30/13 | 00517986 | Weldinghouse | $51.01 |
| 05/31/13 | 00520778 | Weldinghouse | $52.72 |
| 07/26/13 | 00525381 | Weldinghouse | -$4.21 |
| 07/26/13 | 00525383 | Weldinghouse | -$4.35 |
| 07/31/13 | 00526001 | Weldinghouse | $52.72 |
| 08/31/13 | 00528578 | Weldinghouse | $52.72 |
| 09/19/13 | N/A | First State Security and Alarms | $77.50 |

### BACKGROUND

Submitting invoices as claims due to service was provided before PO was obtained.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-XX00- 4XX-00-124-00X-0-XXX

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

**BUDGETARY IMPACT:**

City of Edinburg
3-1100-452-00-124-009-0-411

Holt Cat
Req # 244000

Metro Electric, Inc.
Req # 244001

Weldinghouse

Req# 243360

First State Security and Alarms
Req # 244674

Full funding will be in place for requisitions once AI-40847,41059,41055 are approved by CC on 10/7/13.

---

## Attachments

AI 40848

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Ivan Cantu | 10/02/2013 04:49 PM |
| Glinda Pacheco | Glinda Pacheco | 10/03/2013 01:17 PM |
| Auditor's Office | Monica Badillo | 10/03/2013 04:11 PM |
| Glinda Pacheco | Glinda Pacheco | 10/03/2013 04:41 PM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Veronica Lopez  Started On: 09/19/2013 01:04 PM

Final Approval Date: 10/03/2013

# City of Edinburg

**Account Number: 0050520002**

MAKE CHECKS PAYABLE AND RETURN TO:
CITY OF EDINBURG
UTILITY BILLING
P.O. BOX 1169
EDINBURG, TX 78540
(956) 388-1896 388-8204

**Service Address:** 0 N U. S. HIGHWAY 281

RECEIVED
BY:

**AUTOCR**
HIDALGO CO PCT # 4
1051 N DOOLITTLE RD
EDINBURG, TX 78542

| Amount Enclosed | |
|---|---|
| | |
| **Due Date** | **Please Pay** |
| 05/06/13 | $35.79 |

00100505200020000003579

Please return this portion with your payment. Thank You.

## Service Information

**Account Number**
0050520002

**Parcel No**

**Service Address**
HIDALGO CO PCT # 4
0 N U. S. HIGHWAY 281
EDINBURG, TX 78541

## Account Summary

| | |
|---|---|
| Previous Balance | $0.00 |
| Current Bill | $35.79 |
| Total Due | $35.79 |
| After 05/06/13 Pay | $37.58 |

## Billing Data

Usage Dates

| From | To |
|---|---|
| 03/14/13 | 04/02/13 |

Number of Billing Days

19

## Meter Readings

| Meter Serial # | Present | Previous |
|---|---|---|
| B97884 | 152799 | 0 |

## Usage

| Current | Last Year |
|---|---|
| 0 | 0 |

## Estimates

| Code | Reason |
|---|---|

## Current Bill History

| Service | Date | Amount |
|---|---|---|
| W | 04/12/13 | $35.79 |

## Special Messages

"WATER ALERT" STAGE II MANDATORY
COMPLIANCE OF WATER CONSERVATION PLAN
STILL IN EFFECT" IRRIGATION MUST BE
DONE BETWEEN 12:00 A.M. AND 10:00 AM,
AND AFTER 6:00 P.M. TO 12:00 A.M.
ODD ADDRESSES ON WED. & SAT. EVEN
ADDRESSES ON THURS. & SUN.

Pay by Phone: 1-877-543-8351
Pay Online: www.cityofedinburg.com
Payments after 7:00 pm will be processed for the next business day.

Office and Drive Thru hours
8:00 a.m. – 5:00 p.m. (Monday thru Friday)

After 5:00 p.m., Weekends, or Holidays
Please call (956)388-8220

For Garbage Collections
Please call (956)381-5635

Night Depository is available for Checks and Money Orders Only. Payments dropped After 5:00 p.m. will be processed for the next business day.

A 5% penalty will be assessed if paid after the due date

# City of Edinburg

**Account Number: 0050520002**

MAKE CHECKS PAYABLE AND RETURN TO:
CITY OF EDINBURG
UTILITY BILLING
P.O. BOX 1169
EDINBURG, TX 78540
(956) 388-1896 388-8204

**Service Address:** 0 N U. S. HIGHWAY 281

RECEIVED
MAY 28 2013
BY:

**AUTOCR**
HIDALGO CO PCT # 4
BREWSTER SCHOOL
1051 N DOOLITTLE RD
EDINBURG, TX 78542

| Amount Enclosed | |
|---|---|
| | |
| **Due Date** | **Please Pay** |
| 06/03/13 | $73.37 |

00100505200020000007337

Please return this portion with your payment. Thank You.

## Service Information

**Account Number**
0050520002

**Parcel No**

**Service Address**
HIDALGO CO PCT # 4
0 N U. S. HIGHWAY 281
EDINBURG, TX 78541

## Account Summary

| | |
|---|---|
| Previous Balance | $37.58 |
| Current Bill | $35.79 |
| Total Due | $73.37 |
| After 06/03/13 Pay | $76.95 |

## Billing Data

Usage Dates

| From | To |
|---|---|
| 04/02/13 | 05/17/13 |

Number of Billing Days

45

## Meter Readings / Usage / Estimates

| Meter Serial # | Present | Previous | Current | Last Year | Code | Reason |
|---|---|---|---|---|---|---|
| A14577856 | 0 | 0 | 0 | 0 | | |
| B97884 | 152799 | 152799 | 0 | 0 | | |

## Current Bill History

| Service | Date | Amount |
|---|---|---|
| W | 05/17/13 | $35.79 |

## Special Messages

REGISTRATION FOR THE BOYS & GIRLS CLUBS (ROGERS & 281) SUMMER CAMP BEGINS APRIL 15. SLOTS ARE LIMITED. FOR INFORMATION VISIT WWW.EDINBURGKIDS.COM OR CALL 383-CLUB.

Pay by Phone: 1-877-543-8351
Pay Online: www.cityofedinburg.com
Payments after 7:00 pm will be processed for the next business day.

Office and Drive Thru hours
8:00 a.m. – 5:00 p.m. (Monday thru Friday)

After 5:00 p.m., Weekends, or Holidays
Please call (956)388-8220

For Garbage Collections
Please call (956)381-5635

Night Depository is available for Checks and Money Orders Only. Payments dropped After 5:00 p.m. will be processed for the next business day.

A 5% penalty will be assessed if paid after the due date

HOLT POWER SYSTEMS CAT

Visit us on the web at www.holtcat.com

HIDALGO COUNTY PCT 4
1051 N DOOLITTLE RD
EDINBURG, TX 78542-0337

**SHIP TO**

HIDALGO COUNTY PRECINT# 4
1051 N. DOOLITTLE ROAD
EDINBURG, TX
JOSE SEGOVIA 956-279-1068

| INVOICE NUMBER | INVOICE DATE | CUSTOMER NO. | CUSTOMER PURCHASE ORDER NUMBER | STORE | DIV | SALESMAN | TERMS | PAGE |
|---|---|---|---|---|---|---|---|---|
| WIEC0032842 | 08-06-13 | 0562650 | JOSE SEGOVIA | EC | E | 012 | 2 | 1 |

| PSO/WO NO | DOC.DATE | PC | LC | MC | SHIP VIA | INV SEQ No. |
|---|---|---|---|---|---|---|
| CE36977 | 07-02-13 | 10 | 10 | 10 | | 7711670 |

| MAKE | MODEL | SERIAL NUMBER | EQUIPMENT NUMBER | METER READING | MACH ID NO |
|---|---|---|---|---|---|
| AA | D100-6 | *CAT00C44CD4B01521* | | 234.0 | SE912311 |

| QUANTITY | ITEM | N/R | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

THANK YOU FOR PARTNERING WITH HOLT. IF YOU HAVE QUESTIONS
REGARDING THIS INVOICE PLEASE CALL OUR
CORPUS CHRISTI SERVICE MANAGER AT (361) 698-5714
HOLT RENTAL SERVICES HAS A COMPLETE LINE OF CAT AND ALLIED PRODUCTS.
YOU CAN RENT A MACHINE OR GENERATOR FOR A DAY, WEEK OR LONGER.
VISIT HOLTCAT.COM FOR A FULL RENTAL PRODUCT OFFERING.
TROUBLESHOOT GENERATOR, DID NOT COME ON DURING
A POWER OUTAGE.
TROUBLESHOOT GENERATOR
CUSTOMER COMPLAINT:
GENERATOR DID NOT STARTED DURING A POWER OUTAGE
CAUSE OF FAILURE:
EMERGENCY STOP BUTTON PUSHED IN
RESULTANT DAMAGE:
GENERATOR DID RECEIVED SIGNAL TO START, BUT DID
NOT STARTED BECAUSE OF E-STOP ACTIVATED
REPAIR PROCESS COMMENTS:
GAINED ACCESS TO THE UNIT, CHECKED COOLANT, OIL
AND DIESEL FUEL LEVELS, NOTICES THAT THE EMCP 3.2
PANEL SHUTDOWN LIGHT WAS ACTIVATED, CONNECTED
ELECTRONIC TECHNIAN (ET) WITH COMMUNICATION
ADAPTER AND CODE 970-31 ENGINE AUXILARY SHUTDOWN
WAS ACTIVE, CHECKED EMERGENCY STOP BUTTON AND
BUTTON WAS PUSHED IN, PULLED OUT BUTTON AND
CLEARED EVENTS, ATTEMPT STARTING UNIT AND ENGINE
DOES START, MONITORED UNIT FOR 30 MINUTES AND

HIDALGO COUNTY PCT.#4
RECEIVED
BY
AUG 12 2013
EDINBURG, TEXAS 78542

Fuel service charges do not include Texas state motor fuel taxes. * - NOT RETURNABLE

PAY THIS AMOUNT

CONT'D

PLEASE REMIT TO:
HOLT CAT
P.O. BOX 911975
DALLAS, TEXAS 75391-1975

A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON THE UNPAID BALANCE IF NOT PAID WITHIN TERMS

HOLT POWER SYSTEMS CAT

Visit us on the web at www.holtcat.com

HIDALGO COUNTY PCT 4
1051 N DOOLITTLE RD
EDINBURG, TX 78542-0337

**SHIP TO**

HIDALGO COUNTY PRECINT# 4
1051 N. DOOLITTLE ROAD
EDINBURG, TX
JOSE SEGOVIA 956-279-1068

| INVOICE NUMBER | INVOICE DATE | CUSTOMER NO. | CUSTOMER PURCHASE ORDER NUMBER | STORE | DIV | SALESMAN | TERMS | PAGE |
|---|---|---|---|---|---|---|---|---|
| WIEC0032842 | 08-06-13 | 0562650 | JOSE SEGOVIA | EC | E | 012 | 2 | 2 |

| PSO/WO NO | DOC.DATE | PC | LC | MC | SHIP VIA | INV SEQ No. |
|---|---|---|---|---|---|---|
| CE36977 | 07-02-13 | 10 | 10 | 10 | | 7711670 |

| MAKE | MODEL | SERIAL NUMBER | EQUIPMENT NUMBER | METER READING | MACH ID NO |
|---|---|---|---|---|---|
| AA | D100-6 | *CAT00C44CD4B01521* | | 234.0 | SE912311 |

| QUANTITY | ITEM | N/R | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|

HIDALGO COUNTY PCT.#4
RECEIVED BY
AUG 12 2013
EDINBURG, TEXAS

UNIT RUNS FINE, PLACED SELECTOR SWITCH BACK TO AUTOMODE AND CLOSED BREAKER, WEEKLY EXERCISER SET TO START ON MONDAYS MORNINGS AT 7:30 A.M FOR A DURATION OF 30 MINUTES, ADVICED CUSTOMER TO MONITOR IF IT DOES COME ON NEXT MONDAY. OIL MAINTENANCE HAS NOT BEEN DONE SINCE 2011, MADE CUSTOMER AWARE THAT OIL NEEDS TO BE REPLACED AT LEAST EVERY YEAR. CUSTOMER STATES HE WILL NOTIFY HIS MECHANICS TO PERFORM THE MAINTENANCE AS SOON AS POSSIBLE.

| | | | |
|---|---|---|---|
| | FIELD SERV LABO | | 165.00 |
| | TOTAL LABOR | SEG. TS | 165.00 * |
| 1.00 | MISC SUPPLIES | | 4.95 |
| | TOTAL MISC CHGS | SEG. TS | 4.95 * |
| | SEGMENT TS TOTAL | | 169.95 T |

TRAVEL TO/FROM

| | | | |
|---|---|---|---|
| | FIELD SERV LABO | | 110.00 |
| | TOTAL LABOR | SEG. TV | 110.00 * |

Fuel service charges do not include Texas state motor fuel taxes. * - NOT RETURNABLE

PAY THIS AMOUNT

CONT'D

PLEASE REMIT TO:
HOLT CAT
P.O. BOX 911975
DALLAS, TEXAS 75391-1975

A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON THE UNPAID BALANCE IF NOT PAID WITHIN TERMS

HOLT POWER SYSTEMS CAT

Visit us on the web at www.holtcat.com

HIDALGO COUNTY PCT 4
1051 N DOOLITTLE RD
EDINBURG, TX 78542-0337

**SHIP TO**

HIDALGO COUNTY PRECINT# 4
1051 N. DOOLITTLE ROAD
EDINBURG, TX
JOSE SEGOVIA 956-279-1068

| INVOICE NUMBER | INVOICE DATE | CUSTOMER NO. | CUSTOMER PURCHASE ORDER NUMBER | STORE | DIV | SALESMAN | TERMS | PAGE |
|---|---|---|---|---|---|---|---|---|
| WIEC0032842 | 08-06-13 | 0562650 | JOSE SEGOVIA | EC | E | 012 | 2 | 3 |

| PSO/WO NO | DOC.DATE | PC | LC | MC | SHIP VIA | INV SEQ No. |
|---|---|---|---|---|---|---|
| CE36977 | 07-02-13 | 10 | 10 | 10 | | 7711670 |

| MAKE | MODEL | SERIAL NUMBER | EQUIPMENT NUMBER | METER READING | MACH ID NO |
|---|---|---|---|---|---|
| AA | D100-6 | *CAT00C44CD4B01521* | | 234.0 | SE912311 |

| QUANTITY | ITEM | N/R | DESCRIPTION | UNIT PRICE | EXTENSION |
|---|---|---|---|---|---|
| 1.00 | | | FUEL SURCHARGE | | 3.00 |
| 1.00 | | | TRIP PSD ZONE-0 | | 72.00 |
| | | | TOTAL MISC CHGS SEG. TV | | 75.00 * |
| | | | SEGMENT TV TOTAL | | 185.00 T |

TAX EXEMPTION LICENSE EXO
KEEP YOUR EMERGENCY STANDBY GENERATOR IN TOP CONDITION
ASK YOUR PSSR ABOUT CUSTOMER SUPPORT AGREEMENTS
NET 30 DAYS

HIDALGO COUNTY PCT.#4
RECEIVED BY
AUG 12 2013
EDINBURG, TEXAS 78542

Fuel service charges do not include Texas state motor fuel taxes. * - NOT RETURNABLE

| PAY THIS AMOUNT | 354.95 |
|---|---|

PLEASE REMIT TO:
HOLT CAT
P.O. BOX 911975
DALLAS, TEXAS 75391-1975

A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON THE UNPAID BALANCE IF NOT PAID WITHIN TERMS

# METRO ELECTRIC, INC.

1901 Industrial Drive
McAllen, Texas 78504
956-686-2323

**Date** 7/8/2013
**Invoice No.** 2R-22620

## INVOICE

**Customer**

| | | | |
|---|---|---|---|
| Name | Hidalgo County Precinct #4 | | |
| Address | 1051 North Doolittle Road | | |
| City | Edinburg | State TX | ZIP 78542 |
| | Attn: Accounts Payable | | |

| | |
|---|---|
| **Job Site** | Building 5 Subdivision |
| **Order/PO** | |
| **Rep** | Ms. Lucio |

| Qty | Description | Unit Price | TOTAL |
|---|---|---|---|
| 5/30/2013 | Service call.<br>Troubleshot (4) solar powered lights & repaired (2). | | |
| 11 | Labor - Regular | $65.00 | $715.00 |
| | Labor - Overtime | $97.50 | |
| | Labor - Emergency | $130.00 | |
| 1 | Material | $320.20 | $320.20 |
| | Equipment | | |

HIDALGO COUNTY PCT.#4
RECEIVED BY
JUL 16 2013
EDINBURG, TEXAS 78542

| | |
|---|---|
| SubTotal | $1,035.20 |
| Sales Tax | TAX EXEMPT |
| **TOTAL** | $1,035.20 |

*Thank you for choosing Metro Electric, Inc. for your service needs. Please note invoice number on your check.*

Office Use Only

***Net due upon receipt***

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
*County Administration Building 3rd Floor*
*2808 S. Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
*FAX: (956) 318-2577*
*WEBSITE: www.co.hidalgo.tx.us/auditor*

*MAILING ADDRESS:*
*HIDALGO COUNTY AUDITOR'S OFFICE*
*P. O. BOX 689*
*EDINBURG, TEXAS 78540-0689*

OFFICE OF THE COUNTY AUDITOR

**NOTICE OF DISCREPANCY AND/OR ADVISORY** **DATE:** 05/28/2013

**TO:** Veronica Lopez **DEPARTMENT:** (124) COMMISSIONER, PRECINCT 4

**FROM:** Yolanda Estrada **PHONE:** (956)-318-2511 ext 4622

**REFERENCE:** WELDINGHOUSE, INC. Invoice #00517986

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #00517986*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☑ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☑ OTHER: A credit will be needed in order to process invoice.
- ☑ COMMENTS / RECOMMENDATION: This invoice cannot be processed because compliance was not followed. The vendor has billed for "Cylinder Hazardous Material", which was not approved on contract #E-12-116-04-24. The item referenced on p.o. was "Maximum-Hazardous Material Fee" billed when cylinders are refilled.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

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.

# CYLINDER RENTAL INVOICE

**WELDINGHOUSE INC.**
SALES / SERVICE / RENTALS

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO


WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010


| INVOICE |
|---|
| 00517986 |
| PAGE NUMBER |
| 1 |
| INVOICE DATE |
| 04/30/13 |
| CUSTOMER |
| 02931 |
| BRANCH |
| 051 |

BILL TO
HIDALGO COUNTY PCT. #4
1051 N. DOOLITTLE ROAD
EDINGBURG TX 78542-0337

SHIP TO
HIDALGO COUNTY PCT. #4
1051 N. DOOLITTLE ROAD
EDINGBURG TX 78542-0337

| RNT MTHD | RENT GRP | ITEM TAG ID | DESCRIPTION / PURCHASE ORDER / ORDER NUMBER | INVOICE DATE | INVOICE | BEGINNING BALANCE | SHIPPED | RETURNED | ENDING BALANCE | LEASED CYLINDERS | DAYS | BALANCE | CYLINDER RATE | EXTENDED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | PO: 635615 | | | | | | | | | | | |
| D | 251 | | OXYGEN H.P. CYLINDER | TOTALS ----> | | 3 | 0 | 0 | 3 | 0 | 90 | | .195 | 17.55 |
| D | A4 | | ACETYLENE 145 CUFT | TOTALS ----> | | 5 | 0 | 0 | 5 | 0 | 150 | | .195 | 29.25 |
| M | ZHZ | | CYLINDER HAZARDOUS M | TOTALS ----> | | 0 | 0 | 0 | 0 | 0 | | 0 | 4.21 | 4.21 |

PLEASE CONTACT THE ACCOUNTING OFFICE. 361.883.8308

WE CAN FAX OR EMAIL INVOICES & CYLINDER RENTALS.

Not on Contract
Hazardous Material fee is — Not the Cylinder
Why is vendor charging for the Cylinder Haz. mat. fee?

HIDALGO COUNTY PCT. #4
RECEIVED BY
MAY 06 2013
EDINBURG, TEXAS 78542

3-1200 431-00-124-007-0-142
Pct. # 3
Pur. Req. # 228122
P.O. # 635615

Invoice Received By: Tonia Moreno on 5-6-13
Goods/Services Received By: [illegible] on 4-30-13

E-12-116-04-24

RECEIVED BY COUNTY AUDITOR
2013 MAY 8 PM 2 19

TAX: .00

| RENT METHOD | TOTAL VALUE OF CYLINDERS | | TOTAL |
|---|---|---|---|
| M - MONTHLY MD - MONTHLY DEMURRAGE<br>D - DAILY DD - DAILY DEMURRAGE<br>PD - PEAK DAILY PM - PEAK MONTHLY | 2086.23 | ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE | 51.01 |

# Delivery Ticket

CUSTOMER

**WELDINGHOUSE INC.**
SALES / SERVICE / RENTALS

**EMERGENCY RESPONSE TELEPHONE NUMBER: 800-633-8253**

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulation of Department of Transportation.

Hidalgo County Pct#4 JUN 21 2013 Edinburg,Texas 78542

SOLD BY
WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
956-682-6844

SHIP TO
HIDALGO COUNTY PCT. #4
1051 N. DOOLITTLE ROAD
EDINGBURG TX 78542-0337
956-383-3112

| | |
|---|---|
| Customer | 02931 |
| Order | 00477443-00 |
| Order Date | 06/20/13 |
| Page | 001 OF 002 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Name | HIDALGO COUNTY PCT. #4 | Territory | 210 | Ship Via | WILL CALL -NONE- | | | Initials | DC |
| P/O Number | 622671 | Salesperson | 210 | Other Zone | 00 | UPS Zone | 0 | Order Type | CHRG |
| Rel Number | | Branch | 051 | COL/PPD | PREPAID | | | Date/Time | 20-JUN-13 02:32PM |
| Phone | 956-383-3112 | Status | | Route | | | | Username | amartinez |

| QTY SHIP | UNIT | HM | DESCRIPTION & HAZARD CLASS | ID NUMBER | LINE NO | ITEM NUMBER | QTY ORDER | CYLINDERS SHIP | CYLINDERS RETN | VOLUME/ WEIGHT | UNIT AMOUNT | EXTENDED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | CYL | | OXYGEN, COMPRESSED<br>HAZARD CLASS 2.2<br>MSDS SHEETS AVAILABLE UPON REQUEST | UN1072 | 1 | OXY 251 | 1 | | | 251<br>.00 | 8.95 | 8.95 |
| 1 | CYL | | OXYGEN, COMPRESSED<br>HAZARD CLASS 2.2, UN 1072<br>(CUSTOMER OWNED) | UN1072 | 2 | OXY 125 | 1 | | | 125<br>.00 | 6.75 | 6.75 |
| 2 | CYL | | ACETYLENE, DISSOLVED<br>HAZ CLASS 2.1<br>MSDS SHEETS AVAILABLE UPON REQUEST<br>FLAMMABLE GAS | UN1001 | 3 | ACE #4 | 2 | | | 290<br>.00 | 34.80 | 69.60 |

| QTY SHIP | UNIT | HM | DESCRIPTION & HAZARD CLASS | LINE NO | ITEM NUMBER | QTY ORDER | QTY BKORD | BIN LOC | WEIGHT | UNIT AMOUNT | EXTENDED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | EA | | HAZARDOUS MATERIAL FEE | 4 | HAZ HAZMAT | 1 | 0 | | .00 | 5.00 | 5.00 |
| 1 | EA | | CYLINDER MAINTENANCE FEE | 5 | WHS CYLMAINTFEE | 1 | 0 | | .00 | 1.50 | 1.50 |
| | | | Filled By:_____<br>Checked By:_____ | | | | | | | Subtotal | 91.80 |

ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE

RECEIVED BY

CASH RECEIVED

CHECK NO.

00477443-00

02931

# CYLINDER RENTAL INVOICE

WELDINGHOUSE SALES / SERVICE / RENTALS INC.

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO


WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010


| INVOICE |
|---|
| 00520778 |
| PAGE NUMBER |
| 1 |
| INVOICE DATE |
| 05/31/13 |
| CUSTOMER |
| 02931 |
| BRANCH |
| 051 |

BILL TO
HIDALGO COUNTY PCT. #4
1051 N. DOOLITTLE ROAD
EDINGBURG TX 78542-0337

SHIP TO
HIDALGO COUNTY PCT. #4
1051 N. DOOLITTLE ROAD
EDINGBURG TX 78542-0337

| RNT MTHD | RENT GRP | ITEM TAG ID | DESCRIPTION PURCHASE ORDER / ORDER NUMBER | INVOICE DATE | INVOICE | BEGINNING BALANCE | SHIPPED | RETURNED | ENDING BALANCE | LEASED CYLINDERS | DAYS | BALANCE | CYLINDER RATE | EXTENDED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | PO: | 622671 | 685015 | | | | | | | | | |
| D | 251 | - - - - - - - - - - - - | OXYGEN H.P. CYLINDER | TOTALS - - - - > | | 3 | 0 | 0 | 3 | 0 | 93 | | .195 | 18.14 |
| D | A4 | - - - - - - - - - - - - | ACETYLENE 145 CUFT | TOTALS - - - - > | | 5 | 0 | 0 | 5 | 0 | 155 | | .195 | 30.23 |
| M | ZHZ | - - - - - - - - - - - - | CYLINDER HAZARDOUS M | TOTALS - - - - > | | 0 | 0 | 0 | 0 | 0 | | 0 | 4.35 | 4.35 |

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

RECEIVED
JUN 10 2013
BY: TM

Contract C-12-116-04-21

3-120-431-00-124-007-0 112

Pct. #
Pur. Req. #
P.O. #

Invoice Received By: Rosie Moreno on 6-10-13
Goods/Services Received By: Vendor on 5-31-13

TAX: .00

| RENT METHOD | TOTAL VALUE OF CYLINDERS | | TOTAL |
|---|---|---|---|
| M - MONTHLY MD - MONTHLY DEMURRAGE<br>D - DAILY DD - DAILY DEMURRAGE<br>PD - PEAK DAILY PM - PEAK MONTHLY | 2086.23 | ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE | 52.72 |

# ORIGINAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

PLEASE INCLUDE THESE NUMBERS WITH YOUR PAYMENT TO INSURE PROPER CREDIT

| DATE | ACCT. NO. | INVOICE NUMBER |
|---|---|---|
| 07/26/13 | 02931 | 00525381 |


WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
(956) 682-6844
FAX:(956) 631-8749


RECEIVED
JUL 31 2013
BY: .....

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
(361) 883-8308 FAX:(361) 888-6010

SOLD TO
HIDALGO COUNTY PCT. #4
1051 N. DOOLITTLE ROAD
EDINGBURG TX 78542-0337

SHIP TO
HIDALGO COUNTY PCT. #4
1051 N. DOOLITTLE ROAD
EDINGBURG TX 78542-0337

| ORDER NUMBER | ORDER DATE | CUSTOMER ORDER NUMBER | LOC | SLS # | TERR # | SHIP VIA | TERMS | INITIALS | PAGE |
|---|---|---|---|---|---|---|---|---|---|
| 00482640-00 | 07/26/13 | 685615 | 051 | 210 | 210 | WILL CALL | Net 30 Days | RD | 1 |

| ITEM | QTY SHIP'D | QTY B/O | CYLINDER SHP'D | CYLINDER RET'D | DESCRIPTION | UOM | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| | | | ***** | | CREDIT MEMO ***** | | | |
| ** Location: SPCHAZMAT | 5 ** 1- | 0 | | | *CREDIT FOR HAZMAT ON CYLINDER STATEMENT 517986 | EA | 4.21 | 4.21- |
| | | | | | NEW MESSAGE: | | | |
| | | | | | WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS. | | | |
| | | | | | PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308 ASK FOR DEBBI OR MARISELA | | | |
| | | | | | THANK YOU | | | |
| | | | | | Subtotal | | | 4.21- |

DO NOT USE

Credit Applied To Invoice # 517986

| TAXABLE AMOUNT | | AMOUNT THIS INVOICE INCLUDING TAX |
|---|---|---|
| 0.00 | ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE | 4.21CR |

# ORIGINAL INVOICE

**WELDINGHOUSE INC.**
SALES / SERVICE / RENTALS

PLEASE INCLUDE THESE NUMBERS WITH YOUR PAYMENT TO INSURE PROPER CREDIT

| DATE | ACCT. NO. | INVOICE NUMBER |
|---|---|---|
| 07/26/13 | 02931 | 00525383 |

RECEIVED
JUL 31 2013
BY:


WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
(956) 682-6844
FAX:(956) 631-8749


PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
(361) 883-8308 FAX:(361) 888-6010

SOLD TO
HIDALGO COUNTY PCT. #4
1051 N. DOOLITTLE ROAD
EDINGBURG TX 78542-0337

SHIP TO
HIDALGO COUNTY PCT. #4
1051 N. DOOLITTLE ROAD
EDINGBURG TX 78542-0337

| ORDER NUMBER | ORDER DATE | CUSTOMER ORDER NUMBER | LOC | SLS # | TERR # | SHIP VIA | TERMS | INITIALS | PAGE |
|---|---|---|---|---|---|---|---|---|---|
| 00482642-00 | 07/26/13 | 622671 | 051 | 210 | 210 | WILL CALL | Net 30 Days | RD | 1 |

| ITEM | QTY SHIP'D | QTY B/O | CYLINDER SHP'D | CYLINDER RET'D | DESCRIPTION | UOM | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| | | | ***** | | CREDIT MEMO ***** | | | |
| ** Location: SPCCREDIT | 5 ** 1- | 0 | | | *CREDIT FOR HAZMAT FEE ON CYLINDER STATEMENT 520778 | EA | 4.35 | 4.35- |
| | | | | | NEW MESSAGE: | | | |
| | | | | | WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS. | | | |
| | | | | | PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308 ASK FOR DEBBI OR MARISELA | | | |
| | | | | | THANK YOU | | | |
| | | | | | Subtotal | | | 4.35- |

DO NOT USE

Credit Applied
To Invoice # 520778

| TAXABLE AMOUNT | | AMOUNT THIS INVOICE INCLUDING TAX |
|---|---|---|
| 0.00 | ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE | 4.35CR |

# CYLINDER RENTAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO

| INVOICE |
|---|
| 00526001 |
| PAGE NUMBER |
| 1 |
| INVOICE DATE |
| 07/31/13 |
| CUSTOMER |
| 02931 |
| BRANCH |
| 051 |

WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

RECEIVED
AUG 05 2013
BY:

BILL TO
HIDALGO COUNTY PCT. #4
1051 N. DOOLITTLE ROAD
EDINGBURG TX 78542-0337

SHIP TO
HIDALGO COUNTY PCT. #4
1051 N. DOOLITTLE ROAD
EDINGBURG TX 78542-0337

| RNT MTHD | RENT GRP | ITEM TAG ID | DESCRIPTION PURCHASE ORDER / ORDER NUMBER | INVOICE DATE | INVOICE | BEGINNING BALANCE | SHIPPED | RETURNED | ENDING BALANCE | LEASED CYLINDERS | DAYS | BALANCE | CYLINDER RATE | EXTENDED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | PO: | 622671 | | | | | | | | | | |
| D | 251 | - - - - - - - - - - - - | OXYGEN H.P. CYLINDER | TOTALS - - - - > | | 3 | 0 | 0 | 3 | 0 | 93 | | .195 | 18.14 |
| D | A4 | - - - - - - - - - - - - | ACETYLENE 145 CUFT | TOTALS - - - - > | | 5 | 0 | 0 | 5 | 0 | 155 | | .195 | 30.23 |
| M | ZHZ | - - - - - - - - - - - - | CYLINDER HAZARDOUS M | TOTALS - - - - > | | 0 | 0 | 0 | 0 | 0 | | 0 | 4.35 | 4.35 |

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

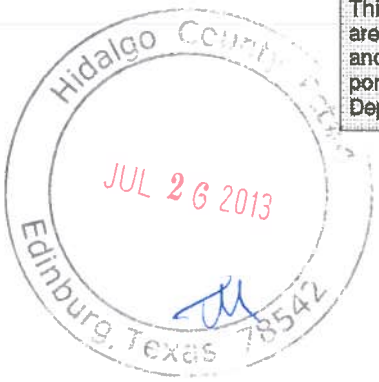
TAX: .00

| RENT METHOD | TOTAL VALUE OF CYLINDERS | TOTAL | 52.72 |
|---|---|---|---|
| M - MONTHLY MD - MONTHLY DEMURRAGE<br>D - DAILY DD - DAILY DEMURRAGE<br>PD - PEAK DAILY PM - PEAK MONTHLY | 2086.23 | | |

# Delivery Ticket

**EMERGENCY RESPONSE TELEPHONE NUMBER: 800-633-8253**

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulation of Department of Transportation.




SOLD BY
WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
956-682-6844

SHIP TO
HIDALGO COUNTY PCT. #4
1051 N. DOOLITTLE ROAD
EDINGBURG TX 78542-0337
956-383-3112

| | |
|---|---|
| Customer | 02931 |
| Order | 00482640-00 |
| Order Date | 07/26/13 |
| Page | 001 OF 001 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Name | HIDALGO COUNTY PCT. #4 | Territory | 210 | Ship Via | WILL CALL -NONE- | | | Initials | RD |
| P/O Number | 685615 | Salesperson | 210 | Other Zone | 00 | UPS Zone | 0 | Order Type | CRED-DP |
| Rel Number | | Branch | 051 | COL/PPD | PREPAID | | | Date/Time | 26-JUL-13 02:41PM |
| Phone | 956-383-3112 | Status | SEL | Route | | | | Username | rdavila |

| QTY SHIP | UNIT | HM | DESCRIPTION & HAZARD CLASS | LINE NO | ITEM NUMBER | QTY ORDER | QTY BKORD | BIN LOC | WEIGHT | UNIT AMOUNT | EXTENDED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1- | EA | | ***** CREDIT MEMO *****<br>*CREDIT FOR HAZMAT ON CYLINDER<br>STATEMENT 517986 | 1 | SPC HAZMAT | 1- | | | .00 | 4.21 | 4.21 |

Filled By: _____
Checked By: _____

| | |
|---|---|
| Subtotal | 4.21 |
| Tax | .00 |
| Total Sale | 4.21- |

3-120-431-00-124-007-0-412
Pct. # 27
Pur. Req. # 228177
P.O. # 685615

Invoice Received By: Tonie Meyers on 7-26-13
Goods/Services Received By: [illegible] on 7-26-13
E-12-416-01-24

ALL SALES AND CHARGES ARE SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE

RECEIVED BY

CASH RECEIVED | CHECK NO.

00482640-00

02931

# CYLINDER RENTAL INVOICE

WELDINGHOUSE INC.
SALES / SERVICE / RENTALS

| INVOICE |
|---|
| 00528578 |
| PAGE NUMBER |
| 1 |
| INVOICE DATE |
| 08/31/13 |
| CUSTOMER |
| 02931 |
| BRANCH |
| 051 |

PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO


WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749


HIDALGO COUNTY PCT.#4
RECEIVED BY
SEP 09 2013
EDINBURG, TEXAS 78542


Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010


BILL TO
HIDALGO COUNTY PCT. #4
1051 N. DOOLITTLE ROAD
EDINGBURG TX 78542-0337

SHIP TO
HIDALGO COUNTY PCT. #4
1051 N. DOOLITTLE ROAD
EDINGBURG TX 78542-0337

| RNT MTHD | RENT GRP | ITEM TAG ID | DESCRIPTION | PURCHASE ORDER / ORDER NUMBER | INVOICE DATE | INVOICE | BEGINNING BALANCE | SHIPPED | RETURNED | ENDING BALANCE | LEASED CYLINDERS | DAYS | BALANCE | CYLINDER RATE | EXTENDED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | PO: | 622671 | | | | | | | | | | |
| D | 251 | - - - - - - - - - - | OXYGEN H.P. CYLINDER | TOTALS - - - - > | | | 3 | 0 | 0 | 3 | 0 | 93 | | .195 | 18.14 |
| D | A4 | - - - - - - - - - - | ACETYLENE 145 CUFT | TOTALS - - - - > | | | 5 | 0 | 0 | 5 | 0 | 155 | | .195 | 30.23 |
| M | ZHZ | - - - - - - - - - - | CYLINDER HAZARDOUS M | TOTALS - - - - > | | | 0 | 0 | 0 | 0 | 0 | | 0 | 4.35 | 4.35 |

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

TAX: .00

| RENT METHOD | TOTAL VALUE OF CYLINDERS | | |
|---|---|---|---|
| M - MONTHLY MD - MONTHLY DEMURRAGE<br>D - DAILY DD - DAILY DEMURRAGE<br>PD - PEAK DAILY PM - PEAK MONTHLY | 2086.23 | TOTAL | 52.72 |

FIRST STATE SECURITY AND ALARMS
3600 N. 23RD STREET, SUITE #308
MCALLEN, TEXAS 78501
OFFICE: (956) 686-3502
FAX: (956) 686-7425
LIC. #B07076

HIDALGO COUNTY PCT.#4
RECEIVED
BY
SEP 23 2013
EDINBURG, TEXAS 78542

SEPTEMBER 19, 2013

HIDALGO COUNTY PCT #4
1102 N. DOOLITTLE RD.
EDINBURG, TEXAS 78539

AMOUNT DUE: $83.89

---

MAIL THE ABOVE PORTION WITH YOUR PAYMENT.

ACCOUNT# GD004593

DESCRIPTION:

SERVICE CALL TO RECONNECT TRANSFORMER.....$37.50
ONE BATTERY.....$40.00

TOTAL:..... $77.50
SALE TAX: 8.25%:.. 6.39
AMOUNT DUE:.....$83.89

THIS COMPANY IS LICENSED & REGULATED BY THE TEXAS DEPARTMENT OF PUBLIC SAFETY PRIVATE SECURITY BUREAU, ANY COMPLAINTS CAN BE FORWARDED TO P.O. BOX 1599, AUSTIN, TEXAS 78761-5999.
WWW.TXDPS.STATE.TX.US

**AI-41080** **Budget and Management 17. A. 1.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted For:** Damaris SanMiguel **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

2013 Court Reporter Service (1239):
Approval of 2013 appropriation of funds in the amount of $59,517.80 to fund court costs & investigation expenditures.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1239-412-00-115-043-0-831

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

**BUDGETARY IMPACT:**

Appropriation of funds in the amount of $59,517.80 to fund court costs & investigation expenditures.

Funds available in the unreserved f/b as of 10-3-13.

## Attachments

Court Reporter appropriation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Ivan Cantu (Originator) | Ivan Cantu | 10/03/2013 03:14 PM |
| Manuel Chapa | Manuel Chapa | 10/03/2013 03:19 PM |
| Ivan Cantu (Originator) | Ivan Cantu | 10/03/2013 03:21 PM |
| Budget & Management | Ivan Cantu | 10/03/2013 03:23 PM |
| Manuel Chapa | Manuel Chapa | 10/03/2013 03:32 PM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Ivan Cantu Started On: 10/03/2013 01:18 PM

Final Approval Date: 10/03/2013

**DATE:** October 7, 2013

**2013**
**Appropriation**

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** DBM for Court Reporter Service

**ACCOUNT NUMBER:** 3-1239-412-00-115-043-0-831

**Contact Person:** Ivan Cantu Ph#: (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT NUMBER(S) | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| 3-1239-412-00-115-043-0- 831 | Court Reporter- | Court Costs & Investigation | 59,517.80 |
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| | | **TOTAL BUDGET INCREASE (DECREASE)** | **59,517.80** |

**REASON:** Appropriation of funds to fund court costs & investigation expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI-41030** **Budget and Management 17. A. 2.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

General Obligation Refunding Bonds:

A. Approval of 2013 appropriation of funds from fund (1435) in the amount of $50.00 for agent fees.
B. Approval of 2013 appropriation of funds from fund (1436) in the amount of $50.00 for agent fees.
C. Approval of 2013 appropriation of funds from fund (1438) in the amount of $50.00 for agent fees.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 13 **ACCT. #:** 3-143X-475-00-000-000-0-865

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

**BUDGETARY IMPACT:**

available balances as of 10/01/13.

## Attachments

Appropriation (1436)
Appropriation (1438)
Appropriation (1435)

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Rolando Garcia Started On: 10/01/2013 01:56 PM

Final Approval Date: 10/03/2013

**DATE:** October 1, 2013

**DEPARTMENT HEAD:** Sergio Cruz

**DEPARTMENT NAME:** Department of Budget&Managament
Gen Obligation Refunding Bonds

**ACCOUNT NUMBER:** 3-1436-475-00-000-000-0-865

**Contact Person:** Rolando Garcia **Ph#** 956-292-7025 x.5761

# 2013
**Appropriation**

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT NUMBER(S) | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| | | |
| 3-1436-475-00-000-000-0-865 | CERT OF OBLIG,2006-FISCAL AGENT FEES | 50.00 |
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| | **TOTAL BUDGET INCREASE (DECREASE)** | $ 50.00 |

REASON: Appropriation of monies for Agent Fees in relation to General Obligation Refunding Bonds - Series 2006

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**DATE:** October 1, 2013

**DEPARTMENT HEAD:** Sergio Cruz

**DEPARTMENT NAME:** Department of Budget&Managament
Gen Obligation Refunding Bonds

**ACCOUNT NUMBER:** 3-1438-475-00-000-000-0-865

**Contact Person:** Rolando Garcia **Ph#** 956-292-7025 x.5761

# 2013
**Appropriation**

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT NUMBER(S) | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| | | |
| 3-1438-475-00-000-000-0-865 | REF BONDS,2007-FISCAL AGENT FEES | 50.00 |
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| | **TOTAL BUDGET INCREASE (DECREASE)** | $ 50.00 |

REASON: Appropriation of monies for Agent Fees in relation to General Obligation Refunding Bonds - Series 2007

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**DATE:** October 1, 2013

**DEPARTMENT HEAD:** Sergio Cruz

**DEPARTMENT NAME:** Department of Budget&Managament
Gen Obligation Refunding Bonds

**ACCOUNT NUMBER:** 3-1435-475-00-000-000-0-865

**Contact Person:** Rolando Garcia **Ph#** 956-292-7025 x.5761

# 2013
**Appropriation**

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT NUMBER(S) | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| | | |
| 3-1435-475-00-000-000-0-865 | REF BONDS,2005-FISCAL AGENT FEES | 50.00 |
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| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | $ 50.00 |

REASON: Appropriation of monies for Agent Fees in relation to General Obligation Refunding Bonds - Series 2005

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI-40946** **Purchasing Department 18. A. 1.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Tanya Delira, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Presentation with concurrence by Hidalgo County Purchasing Agent, Budget Officer and County Auditor for approval of "ORDERS" for all General Fund Budgets and any other applicable budgets for the following:

a. Cut-off date for the submission of Requisitions by Friday, November 16, 2012 for goods and/or services that require sufficient time to order and receive prior to 12-31-13, i.e. MAJOR PURCHASES, vehicles, furniture, systems and/or equipment; and,

b. Cut-off date for the submission of Requisitions by Friday, December 7, 2012 on goods and/or services that require sufficient time to order and receive prior to 12-31-13, i.e., DAY TO DAY PURCHASES, items necessary for daily operations;

c. Approval to notify all elected offices and departments that open purchase orders at 12-31-12 for which there is not a proper invoice and physical recept of goods and/or services will be charged to the 2014 budgets.

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 10/03/2013 05:08 PM |
| Auditor's Office | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Tanya Delira Started On: 09/25/2013 03:10 PM

Final Approval Date: 10/03/2013

**AI-40896** **Purchasing Department 18. A. 2.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted For:** Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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## Information

### CAPTION

Presentation of bid(s) received for the purpose of award and approval of contract(s) by CC to vendors submitting lowest pricing and meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Purchase of Uniforms & Accessories for Hidalgo Cty. Law Enforcement Agencies through RFB No. 2013-088-07-24-SMA.

### BACKGROUND

1. Current Contract expires October 11, 2013
2. Contract Document has been reviewed & approved as to from by legal counsel.
3. Recommended vendors are "Lone Star Uniforms Inc." and "Bob Barker Company Inc."
4. Will purchase items on as needed basis.

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## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 1100-421-00-292-001-0-605

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

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2013 **ACCT. #:** 1100-421-00-280-001-0-605

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

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2013 **ACCT. #:** 1100-421-00-291-001-0-605

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

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2013 **ACCT. #:** 1100-421-00-293-001-0-605

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

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2013 **ACCT. #:** 1100-421-00-294-001-0-605

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

**BUDGETARY IMPACT:**

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## Attachments

Dept's recommendation, tab & participation sheet
C-13-088-10-08-Lone Star Uniforms-HC Law Enfc
C-13-088A-10-08-Bob Barker Co Inc-HC Law Enfc
Email-Apprvd by Legal

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 10/03/2013 05:07 PM |
| Auditor's Office | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Sandra Montalvo Started On: 09/24/2013 11:02 AM

Final Approval Date: 10/03/2013

# HIDALGO COUNTY PURCHASING DEPARTMENT
# PARTICIPATING BIDDER'S LOG

**BID OPENING DATE: JULY 24, 2013** | **BID OPENING TIME: 9:30 A.M.**

**DEPARTMENT/BID DESCRIPTION:** ***Hidalgo Cty-Purchase of Uniforms & Accessories for Hidalgo Cty Law Enforcement Agencies***

**BID NO.: 2013-088-07-24-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) | SOGOPS, LLC<br>Attn: Melly Cruz | EMR | Sandra Montalvo | 06/24/13 | **2008 So. Main St.**<br>**McAllen, Texas 78503**<br>**Tel: (956) 213-2008**<br>**(855-764-6774)**<br>***mcruz@soqops.com*** |
| 2) | LONE STAR UNIFORMS<br>Attn: David Mitrani | BLM | Sandra Montalvo | 06/24/13 | 8430 N. Sam Houston Parkway W.<br>Houston, Tx 77064<br>O:832-237-8000 ext. 134<br>C:-713-502-6742<br>F: 832-237-8008<br>david@lonestaruniforms.com |
| 3) | G T DISTRIBUTORS, INC.<br>Attn: Emily Flores | EMR | Sandra Montalvo | 06/24/13 | PO Box 16080<br>Austin TX 78761<br>512-451-8298<br>512-453-6149 fax<br>emilyf@gtdist.com |
| 4) | ELITE PROMOTIONS<br>Attn Thelma Leal | EMR | Sandra Montalvo | 06/24/13 | 50 Elizabeth Street<br>Brownsville, Tx<br>956-982-2059<br>956-982-2499 fax<br>www.elite4promo.com<br>Thelma@elite4promo.com |
| 5) | PRIME VENDOR INC.<br>Attn: Kimberly Doumit | EMR | Sandra Montalvo | 06/25/13 | 4622 Cedar Avenue<br>Wilmington NC 28403<br>Phone: 800-746-9554<br>Fax: 800-746-8307<br>Email: bids20@prime-vendor.com |
| 6) | GOALTEX CORP<br>Attn: Robert Grubman | EMR | Sandra Montalvo | 06/26/13 | 146 Split Rock Rd<br>Syosset NY 11791<br>516-682-5775 Tel<br>516-682-5718 Fax<br>http://www.goaltex.com<br>http://www.prisonshoes.com<br>"Robert Grubman"<br>robert@goaltex.com |
| 7) | ICS JAIL SUPPLIES, INC.<br>Attn: Sonya Sterling | EMR | Sandra Montalvo | 06/26/13 | PO BOX 21056<br>WACO, TX 76702<br>(254) 751-1566 ext 110<br>(254) 751-0299 FAX<br>**bids@icswaco.com** |
| 8) | PREMIER UNIFORMS TACTICAL GEAR<br>Attn: Vernon Thompson, Norma Navarette, Maria Camargo | BLM | Sandra Montalvo | 06/26/13 | 4121 MONTANA<br>EL PASO TEXAS 79903<br>PHONE: 915-771-6601<br>FAX: 915-843-6601<br>norma@premieruniform.biz |
| 9) | VSL INC.<br>Attn: Diana Cardenas | BLM | Sandra Montalvo | 06/26/13 | 3716 South US Hwy. 281<br>Edinburg, Tx 78539<br>956-383-6855<br>fax 956-380-1513<br>Vslinc@aol.com |
| 10) | THE UNIFORM HOUSE, INC.<br>Attn: Bob Tavel | EMR | Sandra Montalvo | 06/26/13 | 1927 N Capitol Ave<br>Indianapolis, IN 46202<br>office: 317-926-4467 x125<br>cell: 317-439-9317<br>bob@uniformhouse.com |

| | | | | | |
|---|---|---|---|---|---|
| 11) | HELGEN INDUSTRIES INC. D/B/A DESANTIS HOLSTER & LEATHER GOODS<br>Attn: STACEY FALEK | EMR | Sandra Montalvo | 06/26/13 | 431 BAYVIEW AVE<br>AMITYVILLE NY 11701<br>631-841-6300<br>631-841-6320<br>s.falek@desantisholster.com |
| 12) | FECHHEIMER<br>Attn: Eric Miller | EMR | Sandra Montalvo | 06/26/13 | 4545 Malsbary Road<br>Cincinnati, Ohio 45242<br>**Phone** 512.364.1108<br>emiller@fechheimer.com<br>www.fechheimer.com |
| 13) | NARDIS PUBLIC SAFETY<br>Attn: Diane Wiatrek | EMR | Sandra Montalvo | 06/27/13 | 4818 IH 10 East<br>San Antonio, Texas 78219<br>210-661-8410 FAX<br>210-508-3516 Cell<br>dianew@nardispublicsaftey.com |
| 14) | CONQUEROR Leventhal Ltd.<br>Attn: Joe Turino | EMR | Sandra Montalvo | 06/27/13 | **Cell: 951-858-7265**<br>Office: 800-847-4095 Ext. #6<br>Fax: 800-352-6635<br>Fayetteville, North Carolina,<br>jturino@leventhalltd.com |
| 15) | GALLS, LLC<br>Attn: Rob Hauswald Ext 2245 | EMR | Sandra Montalvo | 06/28/13 | 1340 RUSSELL CAVE RD<br>LEXINGTON, KY 40505<br>800-876-4242<br>hauswald-rob@galls.com |
| 16) | BOB BARKER COMPANY, INC<br>Attn: Nenna L Mann | EMR | Sandra Montalvo | 06/28/13 | 800-334-9880<br>(place orders/general questions)<br>888-772-0250 ext 2138<br>(bids/contracts)<br>919-346-2138 direct<br>800-322-7537 fax<br>nennamann@bobbarker.com |
| 17) | HORACE SMALL APPAREL<br>Attn: Dennis Howard | EMR | Sandra Montalvo | 07/01/13 | ***18214 Mountfield Dr.***<br>***Houston, Texas 77084***<br>***281-859-3698***<br>***Fax 281-859-3798***<br>***Mobile 281-989-9440***<br>***unisondrh@aol.com*** |
| 18) | ALL WARNING LIGHTS<br>Attn: Larry M. Ornelas | EMR | Sandra Montalvo | 07/03/13 | 512 292-0469 office/fax<br>512 914-2411 cell<br>allwarninglights@yahoo.com |
| 19) | A&L ATHLETICS<br>Attn: Gilma Salinas | IP | SANDRA MONTALVO | 07/08/13 | 2208 Primrose bldg. O<br>McAllen, Tx 78504<br>802-5633<br>631-2300<br>aandlathletics@rgv.rr.com |
| 20) | | | | | |

***VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**
**E-MAIL REQUEST (EMR)**

# HIDALGO COUNTY PURCHASING DEPARTMENT
# ACCEPTANCE SHEET

**DEPARTMENT NAME:** ***HIDALGO COUNTY –Purchase of Uniforms & Accessories for Hidalgo County Law Enforcement Agencies"***

| **BID OPENING DATE: July 10 , 2013**<br>**EXTENDED BID OPENING DATE: JULY 24, 2013** | **BID OPENING TIME: 9:30 A.M.** |
|---|---|
| **BID No.: 2013-088-07-24-SMA** | **BUYER: Sandra Montalvo** |

| | NAME OF COMPANY | ACKNOWLEDGEMENT RECEIPT | SAMPLES SUBMITTED | ADDENDUMS | |
|---|---|---|---|---|---|
| | | | | NO. 1 | NO. 2 |
| 1. | LONE STAR UNIFORMS INC. | √ | √ | √ | √ |
| 2. | BOB BARKER COMPANY, INC. | √ | √ | √ | √ |
| 3. | PREMIER UNIFORMS TACTICAL | **LATE BID** | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |

# AWARDED ITEMS TO:

# LONE STAR UNIFORMS INC.,

## Houston, Tx

***HIDALGO COUNTY***
***Purchase of Uniforms & Accessories for Hidalgo County Law Enforcement Agencies"***
BID NO.: 2013-088-07-24-SMA

**DESCRIPTION OF ITEMS**

## A.) CONSTABLE PCT. NO. 1

| | Description of Items or (Equivalent) | Manufacturer | Style No. | Price | |
|---|---|---|---|---|---|
| 1. | **SHIRTS –(**5.11 TACTICAL Pro SS 71175, 71175T) | 5.11 | 71175 | Female | **$ 49.50** |
| | | | | Male | **$ 49.50** |
| 2. | **SHIRTS – (**5.11 TACTICAL- Performance Polo 71049) | 5.11 | 71049 | Female | **$ 42.50** |
| | | | | Male | **$ 42.50** |
| 3. | **TROUSERS-**HORACE SMALL(HS2149) | Horace Small | HS2149 | Female | **$ 39.90** |
| | | | | Male | **$ 39.90** |
| 4. | **SHIRTS -SHORT SLEEVE** (8713X Blauer Street Gear) | Blauer | 8713X | Female | **$ 43.00** |
| | | | | Male | **$ 43.00** |
| 5. | **TROUSERS (**8810X) side pocket | Blauer | 8810X | Female | **$ 59.95** |
| | | | | Male | **$ 59.95** |
| 6. | **PANTS-TACTICAL** (5.11 Tactical 74273) | 5.11 | 74273 | Female | **$ 44.50** |
| | | | | Male | **$ 44.50** |
| 7. | **JACKETS** | Gerber | 70B1 | **$ 89.00** | |
| 8. | **WINDBREAKER** | Liberty | 560MNV | **$ 49.00** | |
| 9. | **PATCHES** | Premier | | **$ 2.00** | |

## B.) CONSTABLE PCT. NO. 2

| | | | | | |
|---|---|---|---|---|---|
| 1. | **SHIRTS – SHORT SLEEVE BLAUER-8900** | Blauer | 8900 | **Female** | **$ 59.00** |
| | | | | **Male** | **$ 59.00** |
| 2. | **SHIRTS- LONG SLEEVE -BLAUER-8910** | Blauer | 8910 | **Female** | **$ 53.00** |
| | | | | **Male** | **$ 53.00** |
| 3. | **TROUSERS-**HORACE SMALL **(HS2147**) | Horace Small | HS2147 | **Female** | **$ 39.90** |
| | | | | **Male** | **$ 39.90** |
| 4. | **SHIRTS- SHORT SLEEVE** (8713X Blauer Street Gear) | Blauer | 8713X | **Female** | **$ 43.00** |
| | | | | **Male** | **$ 43.00** |
| 5. | **PANTS--TACTICAL** (5.11 Tactical 74251) | 5.11 | 74251 | **Female** | **$ 44.50** |
| | | | | **Male** | **$ 44.50** |
| 6. | **JACKETS** | Gerber | 710516 | **$ 99.00** | |

## C.) CONSTABLE PCT. NO. 3

| | | | | | |
|---|---|---|---|---|---|
| 1. | **SHIRTS-SHORT SLEEVE HORACE SMALL** (Zipper Front HS1245) | Horace Small | HS1245 | **Female** | **$ 37.00** |
| | | | | **Male** | **$ 37.00** |
| 2. | **SHIRTS-LONG SLEEVE** HORACE SMALL (HS1145) | Horace Small | HS1145 | **Female** | **$ 40.00** |
| | | | | **Male** | **$ 40.00** |

| | | | | | |
|---|---|---|---|---|---|
| 3. | **TROUSERS-POLYESTER TWILL (**style X13506NS) | Horace Small | 13506NS | **Female** | **$ 40.00** |
| | | | | **Male** | **$ 40.00** |
| 4. | **TROUSERS-Horace Small** (HS2144) | Horace Small | HS2144 | **Female** | **$ 39.90** |
| | | | | **Male** | **$ 39.90** |
| 5. | **PATROL JACKETS** | Gerber | 710S/L | **$ 99.00** | |
| 6. | **SHIRTS- PROFESSIONALPOLO SHORT SLEEVE (**5.11 Tactical #41060) | 5.11 | 41060 | **Female** | **$ 37.00** |
| | | | | **Male** | **$ 37.00** |
| 7. | **SHIRTS-HORACE SMALL LONG SLEEVE** (zipper front w/ metal button HS 1150) | Horace Small | HS1150 | **Female** | **$ 40.00** |
| | | | | **Male** | **$ 40.00** |
| 8. | **PANTS-TACTICAL** (5.11 Tactical 74003) | 5.11 | 74003 | **Female** | **$ 41.00** |
| | | | | **Male** | **$ 41.00** |

## D.) CONSTABLE PCT. NO. 4

| | | | | | |
|---|---|---|---|---|---|
| 1. | **SHIRTS-LONG SLEEVE (Elbeco Tex-Trop with Zipper)** | Elbeco | 2312 | **Female** | **$ 39.90** |
| | | | | **Male** | **$ 39.90** |
| 2. | **TROUSERS (**flying cross by Fechheimer 38205) | Fechheimer | 38205 | **Female** | **$ 55.00** |
| | | | | **Male** | **$ 55.00** |
| 3. | **SHIRTS -SHORT SLEEVE** (8713X Blauer Street Gear) | Blauer | 8713X | **Female** | **$ 43.00** |
| | | | | **Male** | **$ 43.00** |
| 4. | **TROUSERS** (5.11 Tactical Twill PDU 74338 class A Twill) | 5.11 | 74338 | **Female** | **$ 42.00** |
| | | | | **Male** | **$ 42.00** |
| 5. | **SHIRTS-5.11 Tactical -Performance Polo -71049** | 5.11 | 71049 | **Female** | **$ 42.50** |
| | | | | **Male** | **$ 42.50** |
| 6. | **PANTS --TACTICAL** (5.11 Tactical 74251) | 5.11 | 74251 | **Female** | **$ 44.50** |
| | | | | **Male** | **$ 44.50** |
| 7. | **PANTS --TACLITE PRO** ( 74273) | 5.11 | 74273 | **Female** | **$ 44.50** |
| | | | | **Male** | **$44.50** |
| 8. | **TIES** | Sam Broom | | **$ 5.00** | |
| 9. | **JACKETS (BLAUER** #6120) | Blauer | 6120 | **$120.00** | |

## E.) SHERIFF'S OFFICE

| | | | | | |
|---|---|---|---|---|---|
| **1.** | **SHIRTS --BDU 's** (Battle Dress Uniforms) | Propper | F5452 | Female | **$ 28.00** |
| | | | | Male | **$ 28.00** |
| **2.** | **SHIRTS--BDU's S.E.R.T. OFFICER (**Battle Dress Uniforms) | Propper | F5452 | Female | **$ 28.00** |
| | | | | Male | **$ 28.00** |
| **3.** | **BDU's SHIRT** (Battle Dress Uniforms) -PROPPER (Ripstop Material)<br>Option 1: FOUR (4) BELOW STYLE POCKETS<br>Option 2: TWO (2) STYLE POCKETS | Propper | F5452 | OPT 1 - Female | **$ 28.00** |
| | | | | OPT 1 - Male | **$ 28.00** |
| | | | | OPT 2 - Female | **$ 28.00** |
| | | | | OPT 2 - Male | **$ 28.00** |
| **4.** | **INVESTIGATOR RAID JACKETS** | Liberty | 560 | OPT 1 | **$ 49.00** |
| | | | | OPT 2 | **$ 59.00** |
| **5.** | **SAFETY VESTS - Break-Away High Visibility** | Blauer | 3395 | **$ 48.00** | |
| **6.** | **SHIRTS-- LONG SLEEVE** | Blauer | 8450 | **Female** | **$ 69.00** |
| | | | | **Male** | **$ 69.00** |
| **7.** | **SHIRTS--SHORT SLEEVE** | Blauer | 8460 | **Female** | **$ 65.00** |
| | | | | **Male** | **$ 65.00** |
| **8.** | **TROUSERS (Four Pocket)** | Blauer | 8560 | **Female** | **$ 74.00** |
| | | | | **Male** | **$ 74.00** |
| **9.** | **COLD WEATHER JACKETS** (Force 10 Jacket) | Gerber | 7105/L | **$ 99.00** | |
| **10.** | **PANTS--TACTICAL** (5.11 Tactical 74251) | 5.11 | 74251 | **Female** | **$ 44.50** |
| | | | | **Male** | **$ 44.50** |

| | | | | | | |
|---|---|---|---|---|---|---|
| **11.** | **TIES** | | Sam Broone | | **$ 5.00** | |
| **12.** | **EMBLEM/PATCH CUSTOMIZATION** | | Premier | ---------- | **1-100** | **$ 3.90** |
| | | | | | **101-200** | **$ 2.80** |
| | | | | | **201-300** | **$ 2.00** |
| **13.** | **SHIRTS-SHORT SLEEVE** | | Blauer | 8675 | **female** | **$ 52.00** |
| | | | | | **male** | **$ 52.00** |
| **14.** | **SHIRTS-LONG SLEEVE** | | Blauer | 8670 | **female** | **$ 55.00** |
| | | | | | **male** | **$ 55.00** |
| **15.** | **TROUSER-SIX POCKET** | | Blauer | 8567 | **female** | **$ 84.00** |
| | | | | | **male** | **$ 84.00** |
| **16.** | **DRESS BUTTONS FOR UNIFORMS** | **Premium Gold-STAR W/TEXAS** | Waterbury | ---------- | **0-100** | **$ 1.20** |
| | | | | | **101-200** | **$ 1.10** |
| | | | | | **201-300** | **$ 1.00** |
| | | **Nickel Plated- STAR W/TEXAS** | Waterbury | ---------- | **0-100** | **$ 1.20** |
| | | | | | **101-200** | **$ 1.10** |
| | | | | | **201-300** | **$ 1.00** |
| | | **Premium Gold-OLD ENGISH** | Waterbury | ---------- | **0-100** | **$ 1.20** |
| | | | | | **101-200** | **$ 1.10** |
| | | | | | **201-300** | **$ 1.00** |
| | | **Nickel Plated- OLD ENGISH** | Waterbury | ---------- | **0-100** | **$ 1.20** |
| | | | | | **101-200** | **$ 1.10** |
| | | | | | **201-300** | **$ 1.00** |

# AWARDED ITEMS TO:

## *BOB BARKER COMPANY, INC.*

**Fuquay Varina,**
**NORTH CAROLINA**

***HIDALGO COUNTY***
***Purchase of Uniforms & Accessories for Hidalgo County Law Enforcement Agencies"***
BID NO.: 2013-088-07-24-SMA

| | **Description of Items or** (Equivalent) | **Manufacturer** | **Style No.** | | **Price** |
|---|---|---|---|---|---|
| **CONSTABLE PCT. NO. 2** | | | | | |
| 1. | **PANTS- BDU** | Propper | F5201-55 | Female | **$ 22.49** |
| | | Propper | F5201-55 | Male | **$ 22.49** |
| **SHERIFF'S OFFICE** | | | | | |
| **1.** | **RAIN BOOTS** (Norcross Servus 18822-9) | SERVUS | 18822 | Female Boots | **$ 11.84** |
| **2.** | **PANTS --BDU's** (Battle Dress Uniforms) | Propper | F5201-38 | Female | **$ 23.57** |
| | | | | Male | **$ 23.57** |
| **3.** | **TACTICAL OUTERSHELL**(Point Blank R20D) | **Pointblank** | R20-D standard | **$ 120.00** | |

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

RECEIVED
AUG 05 2013
By

# MEMORANDUM

(Department's Recommendation)

**TO:** **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

**FROM:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

**DATE:** July 31, 2013

**RE:** **BID AWARD RECOMMENDATION REQUEST**
***Bid No. -2013-088-07-24-SMA-Hidalgo County-Purchase of Uniforms & Accessories for Hidalgo County Law Enforcement Agencies***

We have received two (2) 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 **August 9, 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

| AWARD TO VENDOR(S): | RECOMMENDATION (BASIS) |
|---|---|
| 1. Lone Star Uniforms Inc. | Good Service and prices. |
| 2. | |
| 3. | |

BUDGET ACCOUNT No: 3-1100-421-00-291-001-0-605

| AUTHORIZED SIGNATURE | PRINT NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | Joe F. Espinosa | Hidalgo County Constables Pct. 1 | 08-05-13 |

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

RECEIVED
AUG 05 2013
By

# MEMORANDUM

(Department's Recommendation)

**TO:** **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

**FROM:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

**DATE:** July 31, 2013

**RE:** **BID AWARD RECOMMENDATION REQUEST**
***Bid No. -2013-088-07-24-SMA-Hidalgo County-Purchase of Uniforms & Accessories for Hidalgo County Law Enforcement Agencies***

We have received two (2) 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 **August 9, 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**

| AWARD TO VENDOR(S): | RECOMMENDATION (BASIS) |
|---|---|
| 1. LONESTAR UNIFORMS INC. | THIS VENDOR HAS ALL ITEMS THAT WE REQUESTED IN THEIR BID SUBMISSION. |
| 2. | |
| 3. | |

**BUDGET ACCOUNT No:** 3-1100-421-00-293-001-0

| | | | |
|---|---|---|---|
| | CHIEF DEPUTY RENE GONZALEZ | HIDALGO COUNTY CONSTABLES OFFICE PCT 3 | 8/5/13 |
| **AUTHORIZED SIGNATURE** | **PRINT NAME** | **DEPARTMENT** | **DATE** |

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

(Department's Recommendation)

**TO:** **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

**FROM:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

**DATE:** July 31, 2013

**RE:** **BID AWARD RECOMMENDATION REQUEST**
***Bid No. -2013-088-07-24-SMA-Hidalgo County-Purchase of Uniforms & Accessories for Hidalgo County Law Enforcement Agencies***

We have received two (2) 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?

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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**

| AWARD TO VENDOR(S): | | RECOMMENDATION (BASIS) |
|---|---|---|
| 1. Lone Star Uniforms Inc. | | - Recomend - |
| 2. | | |
| 3. | | |

BUDGET ACCOUNT No: 4-1100-421-00-292-001-0

| AUTHORIZED SIGNATURE | PRINT NAME | DEPARTMENT | DATE |
|---|---|---|---|
| C Campos con | Armando Campos | Hidalgo County Constable Pct. 2 | 8/14/13 |

08/14/2013 10:40 FAX 0002/0002

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

(Department's Recommendation)

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Hidalgo County Purchasing Department

**DATE:** July 31, 2013

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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**

| AWARD TO VENDOR(S): | RECOMMENDATION (BASIS) |
|---|---|
| 1. Lone Star Uniform | Price / Service |
| 2. | |
| 3. | |

**BUDGET ACCOUNT No:** 3-1100-421-00-294-001-L005

| | | | |
|---|---|---|---|
| | Joel Rivera | Constable 4 | 8/1/2013 |
| **AUTHORIZED SIGNATURE** | **PRINT NAME** | **DEPARTMENT** | **DATE** |

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

(Department's Recommendation)

**TO:** **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

**FROM:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

**DATE:** July 31, 2013

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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**

| AWARD TO VENDOR(S): | RECOMMENDATION (BASIS) |
|---|---|
| 1. Lone Star Uniform | Lowest Bidder. |
| 2. Bob Barker | Lowest Bidder |
| 3. | |

BUDGET ACCOUNT No: 3-1100-421-00.280-001-0-605

| AUTHORIZED SIGNATURE | PRINT NAME | DEPARTMENT | DATE |
|---|---|---|---|
| Richard Ozuna | Richard Ozuna | HCSO | 8-12-13 |

**REQUIREMENTS AGREEMENT**
**C-13-088-10-08**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the **8th** day of **OCTOBER, 2013** by and between **LONE STAR UNIFORMS, INC.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS,** Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** including for the **"Purchase** of **Uniforms** and/or **Accessories for All County Law Enforcement Agencies" (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **two (2) years** and;

**WHEREAS,** Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS,** Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and 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 and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **two (2) years** with the County's option to extend for an additional two (2) one (1) year terms under the same rates terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. The initial term of this Contract shall commence on **OCTOBER 11, 2013** and expire on **OCTOBER 10, 2015,** and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product 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 Product required. The Product shall be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

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. 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
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Lone Star Uniforms, Inc
Attn: Corine Fox, President
8430 N. Sam Houston Pkwy / P.O. Box 692348
Houston, Texas 77269

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.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

i. **Assignment.** This Agreement shall not be assignable.

j. **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.

k. **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

l. **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.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit “C”, which is attached hereto.

n. **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 ninety (90) 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).

o. **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 therefore 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:*_____

**APPROVED AS TO FORM:**
**Atlas & Hall, LLP**

By: _____
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

By:_____
Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo Jr., County Clerk

**COMPANY:**
**LONE STAR UNIFORMS, INC.**

By:_____
Printed Name: Corine Fox
Title: President

# EXHIBIT “A”

REQUEST FOR SEALED BIDS (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**

June 24, 2013

Participant's name

Address

City

State, Zip Code

**Re:** ***HIDALGO COUNTY***
**Request for Bids- "*Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies*"**
**Bid No*: 2013-088-07-10-SMA***

Dear Participant(s):

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 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*

## *"Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"*

## RFB NO: 2013-088-07-10-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** | **32** |
| 4. | **Exhibit "B" Bid Page** | **4** |
| 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, CPPB, Purchasing Agent

June 24, 2013
Date

| Bid No: 2013-088-07-10-SMA | Buyer: Sandra Montalvo | Tel. No: (956) 318-2626 Ext. 4865 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY

## *"Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"*

## BID OPENING DATE: July 10, 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

1. Sealed bids will be received for ***"Hidalgo County– Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"*** 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: **"RFB-2013-088-07-10-SMA- *"Hidalgo County–Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"*** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on *or before 9:30 A.M., WEDNESDAY, JULY 10, 2013.* 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 RFB-2013-088-07-10-SMA- *"Hidalgo County– Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"***

   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 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 and/or Contract Number (if any)
  - d) Notation-"***"Hidalgo County– Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"*** 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**
**2802 S. BUSINESS HWY 281**
**Edinburg, Texas 78539**
**956-318-2511**

17. **SCHEDULE OF EVENTS**

| | |
|---|---|
| **Pre-Bid Conference, 1:30P.M.** | **July 02, 2013** |
| **Bid Opening, 9:30 AM** | **July 10, 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.

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 (30) 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 to 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. 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.

30. 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.

***Hidalgo County***

***"Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"***

To: 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

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
Hidalgo County
*"Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"*
BID No. 2013-088-07-10-SMA

## GENERAL REQUIREMENTS, TERMS AND CONDITIONS

**PURPOSE**

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish ***"Uniforms and Accessories for Hidalgo County Law Enforcement Agencies*** on an "As Needed Basis" including, but not limited to, the following:

1. **PREPARATION of BID**
   All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2. **EMERGENCY PURCHASE**
   Hidalgo County has the authority to utilize State Contracts whenever it is in the County's best interest to do so.

3. **QUANTITIES**
   Quantities are estimates only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an **As- Needed Basis**. Bidder is responsible for accurate final counts.

4. **CONTRACT TERM**
   The initial contract term will be for two (2) years with the County's option to extend for an additional two (2) one (1) year term under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

5. **INSURANCE (requirements)**
   a. The bidder must at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown. (**Refer to Exhibit "C"**)
   b. Such insurance is to be provided at the sole cost of the bidder.
   c. Bidder shall furnish Hidalgo County with Certificate of Insurance naming Hidalgo County as additional insured.

6. **MULTIPLE VENDOR AWARD (special requirements)**
   Hidalgo County reserves the right to award this contract to more than one vendor at the County's discretion.

7. **GARMENT FITTING**
   The successful vendor shall be required to measure each deputy in order to provide proper uniform fit for odd sizes and/or custom fit.

8. **PRICING**
   All bid prices for items shall take into consideration shipping and handling costs, embroidery, patches on uniforms and any other items mentioned on specifications as part of the fixed unit price.

9. **SHIPPING/PACKAGING**
   All Individual orders must be packaged individually, and must be folded and wrapped in plastic. The departments name must be indicated on the outside of the package including the packing slip with the following information:
   - Name of address of vendor
   - Name and address of requesting department
   - Hidalgo County Purchase Order Number
   - Description of product(s) or material shipped
   - Quantity of items

10. **BRAND NAMES**
    Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

11. **FABRIC AND COLOR COMPATIBILITY**
Due to existing stock, uniforms in use and color compatibility concern, the brand names and colors indicated in the specification are acceptable. Bid proposing any other names and colors will be required to provide a specifications sheet on the material proposing to be equal with the following information addressed.
    - Weave
    - Weight
    - Fiber Content
    - Ply of Yarn
    - Breaking Strength
    - Construction
    - Fiber length
    - Dye Procedure
    - Kaumograph

    Uniforms/clothing proposed must match colors and patches/embroidery of uniforms/clothing currently being used by user department.

12. **AGE and MANUFACTURE**
All tangible goods being bid must be new and unused. All items not specifically mentioned that are required for a complete unit shall be furnished.

13. **DELIVERY SCHEDULE**
Vendor will ensure that all deliveries will be delivered in full within thirty (30) to forty-five (45) days from purchase order.

14. **SAMPLES**
    a. A sample of the uniform/clothing being proposed **MUST** be submitted at no charge to the County with the bids for review and inspection by Hidalgo County. Arrangements will be made with the vendor to return all uniform/clothing at no charge to the County. **IF SAMPLES ARE NOT SUBMITTED, THE BID WILL BE DISQUALIFIED AND REJECTED.**

15. **PRE-BID CONFERENCE**
**A PRE-BID conference will be held on TUESDAY, July 02, 2013 at 1:30p.m.** in Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

16. **WARRANTIES**
The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

17. **BID AWARD**
Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

18. Hidalgo County reserves the right to seek purchases from state contracts whenever it is in the best interest to do so.

19. The contract for this project will be utilized by any Hidalgo County Law Enforcement Agency

20. The awarded vendor will have a representative made available to measure any and/or all participating county departments.

# A.) Hidalgo County Constable Precinct No. 1

## *UNIFORM- I*

### 1) SHORT SLEEVE SHIRTS (perfection uniforms 2300, 2340 zipper front) equal or better

| | |
|---|---|
| **FABRIC** | VISA System 3® fabric from Milliken & Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling. |
| **COLOR** | Silver Tan |
| **CREASING** | Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back. |
| **FRONT** | To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester, 250 Denier. Right front to have an approximate 3" turnback extending from collar to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction. |
| **COLLAR** | To be die cut. Convertible collar is to measure 3-1/4" long at points and to be topstitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. All shirts to have satin lining in neck area. |
| **YOKE** | Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. Yoke must have a 1/16" topstitch. Shirts with no top stitched back yoke will not be accepted. |
| **SLEEVES** | Sleeves are to be one piece, have a 7/8" hem and finish 9-1/2" to 9-3/4" long from the shoulder seam. Sleeve setting and closing shall be done with an overedge and safety stitch. The sleeve is to be bartacked at the hem |
| **POCKETS** | Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap. |
| **FLAPS** | To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro 3/4" square to be placed on edges of each flap. Flaps to be lined with crease 'n' tack interlining. |
| **BADGE TAB** | Inside sling type of self goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down on the bottom. |
| **SHOULDER STRAPS** | To be sewn into sleeve head seam and measure approximately 2-1/4" tapering to 1-1/2" with end pointed. Straps to be end approximately 1/2" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease 'n' tack. |
| **EPAULETS** | Must be set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be sewn to the jacket using a box-cross stitched and shall have a buttonholed. Epaulets will be silvertan with red piping |
| **SHIRT SIZES** | All shirts must be available in exact neck sizes. Alpha sizes will not be acceptable. In neck sizes 16 through 18 ½ "Talls" must also be available as an "in-stock" item. |
| **EMBLEMS/PATCHES** | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt. |
| **BUTTONS** | To be a melamine button dyed to match the fabric color, 20 ligne. |
| **METAL BUTTON FEATURE*** | Dark Navy and Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turnback. Six front buttons to be 22 ligne. |
| **PACKING** | Shirts to be polybagged individually. |
| **ZIPPER CLOSURE** | All shirts must have a front closure with a 14" nylon separating zipper. |
| **WARRANTY** | One year against workmanship or fabric defects. |

### 2) LONG SLEEVE SHIRTS (perfection uniforms 2000, 2040 zipper front) equal or better

| | |
|---|---|
| **FABRIC** | VISA® System 3 fabric from Milliken and Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling. |
| **COLOR** | Silver Tan |
| **CREASING** | Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back. |
| **FRONT** | To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester,250 Denier. A self-lined button stand 7/8" wide shall be placed on the right side and extend from collar band to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction. |
| **COLLAR** | To be die cut. The back of the stand is to measure 1-1/2". The points are to be 3-1/4" in length and top stitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Collar band to be lined with crease 'n' tack interlining. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. The stand shall fasten with one button. All shirts to have satin lining in neck area. |
| **YOKE** | Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. 1/16" topstitch. Shirts with no top stitched back yoke will not be acceptable. |
| **SLEEVES** | Each sleeve shall have one piece pointed placket 1-1-1/4" wide both top and bottom, with one button placed on the placket approximately 2-1/4" above the top of the cuff. Sleeve setting and closing shall be done with an overedge and safety stitch. Cuffs to close with 2 buttons and buttonholes, be 2-7/8" wide and have 1/4" topstitching on the edge. They shall be lined with woven, unbleached 100% Cotton interlining. |
| **POCKETS** | Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap. |
| **FLAPS** | To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro ¾" square to be placed on the edge of each flap. Flaps to be lined with crease 'n' tack interlining |
| **BADGE TAB** | Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut |

| | |
|---|---|
| | buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down in the bottom. |
| **SHOULDER STRAPS** | To be sewn into sleeve head seam and measure approximately 2-1/4" tapering to 1-1/2" with end pointed. Straps to be set approximately 1" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease 'n' tack. |
| **EPAULETS** | Must be set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be sewn to the jacket using a box-cross stitched and shall have a buttonholed. Epaulets will be silvertan with red piping |
| **SHIRT SIZES** | Shirts shall be available as a stock item sized with exact neck size and exact sleeve length. Any combination neck size or sleeve lengths are not acceptable. |
| **BUTTONS** | To be a melamine button dyed to match the fabric color. 20 ligne. |
| **METAL BUTTON FEATURE** | Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turnback. Six front buttons to be 22 ligne. Silver or Gold "Texas Buttons are required |
| **PACKING** | Shirts to be polybagged individually. |
| **EMBLEMS/PATCHES** | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt. |
| **ZIPPER CLOSURE** | All shirts must have a front closure with a 14" nylon separating zipper. |
| **WARRANTY** | One year against workmanship or fabric defects. |
| **3) TROUSERS** (perfection style 2600DN) equal or better | |
| **FABRIC** | VISA® System 3 fabric from Milliken & Company, style 707470, 100% Dacron® polyester. Two ply warp and filling, 10.5 - 11 oz. per linear yard, 2 x 1 gabardines weave. |
| **DESIGN** | Shall be made on a uniform pattern, having a plain front with quarter top pockets and two back pockets. |
| **STRIPING** | Stripe will be attached to the side of the pant. The stripe will start at the bottom seam of the pocket and run the length of the pant.. The stripe is red 1" on tan piggyback stripe. |
| **COLOR** | Dark Navy |
| **POCKETS** | The front pocket opening will be a minimum 6-1/2" and be 6" deep from the bottom of the opening. They shall be stitched, turned, and restitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1-1/4" wide. The back pockets will have a minimum opening of 5-1/2" and be 6" deep. Sizes 29 and smaller will have a 5" opening. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. The left pocket shall have a tab to button. The front pockets shall each have a straight bartack and each back pocket shall be bartacked with a triangular bartack. All front pockets shall be reinforced with a double layer of pocketing material |
| **POCKETING** | All pocketing shall be black, 75% polyester/25% cotton with a minimum thread count of 90 x 56. The weight shall be 3.0 yds/lb. |
| **WAISTBAND** | The waistband shall be 2" wide and shall be closed with a crush-proof hook and eye. The waistband curtain, attached with a rocap machine, shall have Snugtex and have Perfection fit stretch on the bottom. Ban-Rol waistband stiffener, 3/4" in width, shall be sewn into the waistband on the front of the trouser from side seam to side seam. The full length of the waistband is fused with Pellon. The trousers are to be made with a continuous closed waistband. The waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain. |
| **INSIDE TRIM** | The right fly and crotch linings shall be the same fabric and color as the waistband curtain. The right fly lining shall be sewn to the left fly below the zipper. The crotch lining shall be serged to each front. A one piece French fly made of the outer fabric shall be sewn to the inside right fly. A separate sewn on French fly will not be acceptable. |
| **BELT LOOPS** | There shall be a minimum of five (5) belt loops on waist sizes 30 and down, seven (7) belt loops on waist sizes 31 - 48, and a minimum of nine (9) on sizes 50 and larger. Each loop is to be 3/4" wide, of double thickness, and stitched on the face side with a two needle machine. Except for the center back loop which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap. They shall accommodate a 1-5/8" belt. |
| **ZIPPER** | The trousers shall be closed with a YKK brass zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting cam lock slider. The inside left fly will be reinforced with Pellon under the zipper stitching. A straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser. |
| **SEAMING** | The entire trouser is to be seamed with polyester core thread. The seat seam shall be stitched with a tandem needle seat seaming machine. All exposed inside seams of the trouser are to be serged. |
| **SIZE TAG** | Trousers shall be labeled with the following information: lot number, size, fiber content, and care instructions. |
| **FINISHING AND PRESSING** | All loose threads shall be removed. Trousers must be pressed completely and properly with the side seam, inseam, and seat seam pressed open. There must be a Texpak clip attached to the top fly of the finished trousers. |
| **WARRANTY** | One year against workmanship or fabric defects. |

# *UNIFORMS II*

## 4) SHORT SLEEVE SHIRTS (8713X) BLAUER STREET GEAR (equal or better)

| | |
|---|---|
| **SHELL FABRIC** | 6.5 oz. per square yard 2 X 1 twill weave in a 65% polyester / 35% cotton fiber blend with 3XDRY® comfort finish and 10-12% filling stretch that is pre-cured for wrinkle resistance. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care. |
| **COLOR** | (45) Silver Tan |
| **TRIM** | Interlining: Small Parts: 100% polyester Front Placket: 50% Polyester 50% Cotton<br>Hook and loop: Woven Nylon base<br>Buttons: melamine, 20 ligne, matching shell fabric |
| **DESIGN & CONSTRUCTION** | Short sleeve uniform shirt<br>5 crease military style with permanent sewn in creases<br>Top fused convertible sport collar<br>Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure<br>Epaulets<br>Badge eyelets with internal support strap<br>Extra long shirt tails |
| **CUSTOMIZATION** | Emblems<br>Name Tab<br>Zipper Front<br>Metal Buttons on epaulets and pocket flaps |
| **STANDARD SIZE RANGE** | Men's: Regular Length: S-3XL<br>**Women's: Regular Length: XS-2XL** |
| **EMBLEMS/PATCHES** | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included i the price of the shirt. |

| **MEASUREMENTS** | **Men's: Regular Length: L:** | **Women's: Regular Length: M** |
|---|---|---|
| | Neck: 17.25 (plus or minus 0.5 inches)<br>½ Chest: 25.25 (plus or minus 0.75 inches)<br>Back Length: 32.5 (plus or minus 0.5 inches) | Neck: 15.5 (plus or minus 0.5 inches)<br>1/2 Chest: 22(plus or minus 0.75 inches)<br>Back Length: 28.5 (plus or minus 0.5 inches) |

## 5) TROUSERS (8810X) SIDE POCKET (equal or better)

| | |
|---|---|
| **SHELL FABRIC** | 6.5 oz. per square yard 2 X 1 twill weave in a 65% polyester / 35% cotton fiber blend with 3XDRY® comfort finish and 10-12% filling stretch that is pre-cured for wrinkle resistance. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care. |
| **COLOR** | Dark Navy |
| **TRIM** | • Pocketing: 70/30 polyester/cotton twill, not less than 3.0 oz. sq. yd.<br>• Interlining: polyester non-woven.<br>• Binding: polyester/cotton bias cut.<br>• Waistband: polyester, spandex, nylon blend with double strip of silicone shirt grip.<br>• Stretch edge control.<br>• Fly zipper: nylon coil, size #5, auto-lock slider.<br>• Side Pocket Zipper: nylon coil, size #5.<br>• Hook and eyes: nickel-plated.<br>• Buttons: melamine, 22 ligne, matching shell fabric. |
| **DESIGN & CONSTRUCTION** | • Front quarter pockets; double section-side pockets with hidden cell phone pouch, a 1" Scotchlite strip under each pocket flap, hidden equipment tunnels; and inverted double cord hip pockets with button tabs. (Women Pattern: Front quarter pockets stay-stitched shut for appearance. Can be broken for functionality)<br>• All pocket secured with bartacks. Stretch waistband with fly tab.<br>• Interlined wide belt loops inserted in bottom of waistband and tacked at top.<br>• Double hook and eye closure.<br>Quarter linings in front quarters.<br>Outlets in waistband (back) and thigh inseam.<br>Tandem needle seat seam.<br>Seat, inseam, and out seams pressed open.<br>10-12 stitches per inch (all seams).<br>Permanent silicone adhesive creases, front and back. |
| **CUSTOMIZATION (OPTIONAL)** | Windproof-breathable liner.<br>Removable reflective package.<br>Removable identification package.<br>Hemming. |
| **STANDARD SIZE RANGE** | Men's: Regular Length: even waist sizes 28 - 54; odd sizes 31 – 37<br>Women's: Regular Length: even dress sizes 6 – 24 |

| **MEASUREMENTS** | **Men's: Regular Length: Waist Size 36:** | | | **Women's: Regular Length: Dress Size 12** | | |
|---|---|---|---|---|---|---|
| | ½ waist | 18 | (plus 0.25 inches) | 1/2 Waist: | 15.25 | (plus 0.25 inches) |
| | Seat | 24 | (plus or minus 0.25 inches) | Seat | 22.625 | (plus or minus 0.25 inches) |
| | ½ Knee | 10.875 | (plus or minus 0.25 inches) | ½ Knee | 10.125 | (plus or minus 0.25 inches) |
| | ½ Bottom Leg | 8.75 | (plus or minus 0.25 inches) | ½ Bottom Leg | 8.5 | (plus or minus 0.25 inches) |
| | Inseam | 37 | (plus or minus 0. 50 inches) | Inseam | 35.875 | (plus or minus 0.50 inches) |
| | Out seam | 46.25 | (plus or minus 0.50 inches) | Out seam | 45.875 | (plus or minus 0.50 inches) |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Front Rise | 10.375 | (plus or minus 0.25 inches) | Front Rise | 10.13 | (plus or minus 0.25 inches) |
| | Back Rise | 16.875 | (plus or minus 0.25 inches) | Back Rise | 13.75 | (plus or minus 0.25 inches) |

## *UNIFORM-III*

### 6) POLO-SHORT SLEEVE (5.11 Tactical -71048) equal or better

| | |
|---|---|
| **DESCRIPTION** | • 100 % Treated 6.4 oz. Interlocked cotton fabric to prevent fading, wrinkling and shrinking<br>• Moisture wicking finish<br>• Tough melamine buttons<br>• No roll Collar with flexible collar strays<br>• Mic-loop pockets located at each shoulder and placed at the bottom of the placket at the sternum level<br>• Reinforced dual pen pockets<br>• Polo shirts with name & title embroidered on right breast and badge embroidered on left breast |
| **COLOR** | Silvertan |
| **SIZE** | Sm – XXL and Larger |

### 7) TACTICAL PANTS (5.11 Tactical- 74251) equal or better

| | |
|---|---|
| **FABRIC** | 100 % Cotton Tactical Canvas, 8.5 oz , 73x40/10x10, Pant weight |
| **POCKETING** | 80% Polyester 20% Cotton T/C, tightly woven poplin |
| **SIZE** | Pants must be available in Regular, Short, Long and X-Large Long. from stock |
| **COLOR** | Khaki 055 or Walnut 105 |
| **FEATURES & BENEFITS** | Self adjusting action waist with elastic sides; 7 belt loops and a D0Ring; Deep front pockets; cargo pockets with flaps; phone pocket on right front, Large open-top back pockets, and a tool strap on right back. The pants have double knees of self fabric, removable 6mm Neoprene knee pad inserts; and a double seat of self fabric. Bottom hems have openings for draw cords. |
| **POCKETS** | • Front pocket openings have self fabric facings and extra reinforcements on knife clippings area. Pocket openings are firmly bar tacked on both ends. Pocket bags are made of durable Poly/Cotton blend and they are extra deep. Pocket bags are finished clean inside the paint and double stitched for heavy duty.<br>• Cargo pockets have large flaps and Velcro closure.<br>• Is lined with extra durable Cordura Nylon. The pocket has gussets on sides and a large flap with Velcro closure; it accommodates a phone.<br>• Back Pockets are formed of self fabric. They are extra large with large open top. The top has Velcro closure. Opening has extra reinforcement on the side seam side; both ends are firmly cross-bar tacked. |
| **SEAMS & STITCHING** | • Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.<br>• Top stitching are non-raveling lock stitching. Side seams, seat seam and front rise have two-needle top stitching. Crotch point is bar tacked. Fly outline, had pocket openings, all pocket flaps, knee patches and seat patch have double needle top stitching. Cargo pockets are attached with double needle top stitching. Belt loops are bar tacked on all corners. Cargo pocket openings are bar tacked and flaps are cross bar tacked. Back pocket openings are cross bar tacked. All Velcro pieces are attached with box stitching |
| **LABELS** | The woven logo label, care label, size label, country of origin label and fiber content are permanently attached to the pants. |
| **CLOSURES** | Closures are high quality, proven brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is metallic PRYM snaps with extra strong grip. Inside fly button is cross tacked. |

### 8) JACKETS

| | |
|---|---|
| **FABRIC** | Outershell: Travis Mills #7450 100% Nylon Supplex (equal or better)<br>Removable Lining: 104x86 Thread Count, 70 Denier Nylon Taffeta or equal<br>Color: Navy<br>Thinsulate by 3M quilted 200-gram body with 100-gram sleeve or equal.<br>100 % Nylon taffeta, thread counts 104x86 or equal |
| **DESIGN** | The jacket shall be a full cut, waist length model with two-way zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout the body and sleeves being fully lined |
| **BODY DETAIL** | The front shall be plain with patch pockets, flaps and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back designed with the Articulated Gusset for full freedom of movement. There is to be a separate 2- ½" shirred waistband with 2- ½" heavy duty elastic. The entire waistband is to be shirred with the exception of an area 5 ¾" on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and elasticized snap closure. The shoulders shall have pads. A self goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side. |
| **INSIDE DETAIL** | On the left side of the coat, there shall be a gun pocket installed on the permanent lining to accept a small frame handgun. The gun pocket shall have a minimum opening of 4 ½" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5 ¼" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip in liner. The bottom of the coat on the inside shall have a 4" piece of outer shell material between the waistband and the inner taffeta lining to guard against wear from the inside. |
| **SLEEVES** | The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1 7/8" in width. . |
| **POCKETS** | There shall be two patch pockets with 1 ½" box pleats, finishing approximately 6 ½" wide and 7 3/8" deep. Flaps shall be scalloped and self lined, measuring 6 ¾ wide and 3 3/8" long at center and 3" long at each end. They shall close with Velcro on the side points and with a centered buttonhole. The pockets shall be lined with pocketing material with an opening of approximately 5 ½" on the side. The left patch pocket is to have a 1 ½" pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked. Flaps are too interlined |
| **COLLAR** | The standup collar shall be made using self material and shall be interlined with Pellon. There shall be an option of a detachable hood and fur collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons. |
| **EPAULETS** | The epaulets shall be made of self goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck. |

| | |
|---|---|
| **SIZES** | Jackets must be available small through XXL and larger |
| **BADGE TAB** | The badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1"wide. The first eyelets is ½ "down from the top finished edge and the second is ½" up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. The badge tab shall be centered 2 ½" above the left flap pocket. |
| **ZIPPER** | There shall be an YKK #5, two-way molded nylon sipper in the front and an 11" nylon zipper on each side vent. |
| **BUTTONS & SNAPS** | The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. The front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps. |
| **THREAD** | All sewing is to be done with polyester core thread or 100% spun polyester thread. |
| **SIZE TAG & CARE INSTRUCTIONS** | Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size fiber content and WPL number. |
| **WARRANTY** | Garments shall have a one year warranty against workmanship against workmanship or fabric defects. |
| **EMBLEMS/PATCHES** | Emblems are to be sewn on both shoulders with a 4 1/2" emblem 80% embroidery with plastic backing. Emblem are to be included in the price of the jacket |

## 9) WINDBREAKER

| | |
|---|---|
| **DESCRIPTION & COLOR** | Windbreaker/navy |
| **BLEND** | 80% polyester/20% cotton |
| **FABRIC** | Poplin weave Outershell |
| **FINISH** | Durable water repellant |
| **CARE** | Hand wash |
| **LINER** | Zip-Out liner |
| **WAISTBAND** | Elastic back bottom edge |
| **CLOSURE** | Two-way zipper |
| **POCKET** | Two pleated patched pockets and flaps with bottom-through closure; tow hand-warmer side panel pockets |
| **CUFFS** | Two button adjustable cuff |
| **OTHER** | Screen printed light jacket with name and title embroidered on right chest, badge on left chest, constable on the sleeves and on backside. |

## 10) RAINCOATS

| | |
|---|---|
| **DESCRIPTION** | Length 48"; heavy gauge; black/orange; screen-printed with "Constable" on orange side and on left chest |

## 11) PATCHES

| | |
|---|---|
| **SHOULDER PATCHES** | The department patch must be of the same design and color scheme by the Hidalgo County Constable Pct 1 . The patch has gold lettering and trim on a dark brown background. The bidders are encouraged to attend the pre-bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).<br>Name Tab<br>Zipper Front<br>Metal Buttons on epaulets and pocket flaps |

# B. ) Hidalgo County Constable Precinct No. 2

## *UNIFORM I*

### 1) SHIRTS- SHORT SLEEVE (perfection uniforms 2300, 2340 zipper front) equal or better

| | |
|---|---|
| FABRIC | VISA System 3® fabric from Milliken & Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling. |
| COLOR | Silver Tan |
| CREASING | Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back. |
| FRONT | To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester, 250 Denier. Right front to have an approximate 3" turn back extending from collar to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction. |
| COLLAR | To be die cut. Convertible collar is to measure 3-1/4" long at points and to be topstitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. All shirts to have satin lining in neck area. |
| YOKE | Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. Yoke must have a 1/16" topstitch. Shirts with no top stitched back yoke will not be accepted. |
| SLEEVES | Sleeves are to be one piece, have a 7/8" hem and finish 9-1/2" to 9-3/4" long from the shoulder seam. Sleeve setting and closing shall be done with an overedge and safety stitch. The sleeve is to be bartacked at the hem |
| POCKETS | Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap. |
| FLAPS | To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro 3/4" square to be placed on edges of each flap. Flaps to be lined with crease 'n' tack interlining. |
| BADGE TAB | Inside sling type of self goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down on the bottom. |
| SHOULDER STRAPS | Shoulder Straps - The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The Red piping on brown strap. |
| SHIRT SIZES | All shirts must be available in exact neck sizes. Alpha sizes will not be acceptable. In neck sizes 16 through 18 ½ "Talls" must also be available as an "in-stock" item. |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt. |
| BUTTONS | To be a melamine button dyed to match the fabric color, 20 ligne. |
| METAL BUTTON FEATURE | Dark Navy and Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turn back. Six front buttons to be 22 ligne. |
| PACKING | Shirts to be polybagged individually. |
| ZIPPER CLOSURE | All shirts must have a front closure with a 14" nylon separating zipper. |
| WARRANTY | One year against workmanship or fabric defects. |

### 2) SHIRTS-LONG SLEEVE (perfection uniforms 2000, 2040 zipper front) equal or better

| | |
|---|---|
| FABRIC | VISA® System 3 fabric from Milliken and Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling. |
| COLOR | Silver Tan |
| CREASING | Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back. |
| FRONT | To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester,250 Denier. A self-lined button stand 7/8" wide shall be placed on the right side and extend from collar band to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction. |
| COLLAR | To be die cut. The back of the stand is to measure 1-1/2". The points are to be 3-1/4" in length and top stitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Collar band to be lined with crease 'n' tack interlining. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. The stand shall fasten with one button. All shirts to have satin lining in neck area. |
| YOKE | Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. 1/16" topstitch. Shirts with no top stitched back yoke will not be acceptable. |
| SLEEVES | Each sleeve shall have one piece pointed placket 1-1-1/4" wide both top and bottom, with one button placed on the placket approximately 2-1/4" above the top of the cuff. Sleeve setting and closing shall be done with an overedge and safety stitch. Cuffs to close with 2 buttons and buttonholes, be 2-7/8" wide and have 1/4" topstitching on the edge. They shall be lined with woven, unbleached 100% Cotton interlining. |
| POCKETS | Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap. |
| FLAPS | To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro ¾" square to be placed on the edge of each flap. Flaps to be lined with crease 'n' tack interlining |
| BADGE TAB | Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down in the bottom. |

| | |
|---|---|
| SHOULDER STRAPS | Shoulder Straps - The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The red piping on brown strap. The yellow measures 2" in width. The black sits atop with a width of 1.875". The yellow should show only 0.0625" on both sides of the strap. The BROWN & RED material proposed must match the color scheme currently in use by the Hidalgo County Constable's Office. |
| SHIRT SIZES | Shirts shall be available as a stock item sized with exact neck size and exact sleeve length. Any combination neck size or sleeve lengths are not acceptable. |
| BUTTONS | To be a melamine button dyed to match the fabric color. 20 ligne. |
| METAL BUTTON FEATURE* | Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turnback. Six front buttons to be 22 ligne. |
| PACKING | Shirts to be polybagged individually. |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt. |
| ZIPPER CLOSURE | All shirts must have a front closure with a 14" nylon separating zipper. |
| WARRANTY | One year against workmanship or fabric defects. |

## 3) TROUSERS (perfection style 2600ST) equal or better

| | |
|---|---|
| FABRIC | VISA® System 3 fabric from Milliken & Company, style 707470, 100% Dacron® polyester. Two ply warp and filling, 10.5 - 11 oz. per linear yard, 2 x 1 gabardines weave. |
| DESIGN | Shall be made on a uniform pattern, having a plain front with quarter top pockets and two back pockets. |
| COLOR | Brown |
| POCKETS | The front pocket opening will be a minimum 6-1/2" and be 6" deep from the bottom of the opening. They shall be stitched, turned, and restitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1-1/4" wide. The back pockets will have a minimum opening of 5-1/2" and be 6" deep. Sizes 29 and smaller will have a 5" opening. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. The left pocket shall have a tab to button. The front pockets shall each have a straight bartack and each back pocket shall be bartacked with a triangular bartack. All front pockets shall be reinforced with a double layer of pocketing material |
| POCKETING | All pocketing shall be black, 75% polyester/25% cotton with a minimum thread count of 90 x 56. The weight shall be 3.0 yds/lb. |
| STRIPING | Windproof breathable liner.<br>Striping - Stripe will be attached to the side of the pant. The stripe will start at the bottom seam of the pocket and run the length of the pant. The stripe has an overall width of 0.75".Red piping on brown stripping. The black portion should be no wider than 0.5" and the yellow should be 0.75" in total width with only 0.125 of an inch showing on either side of the black. The Black and Yellow material proposed must match the color scheme currently in use by the Hidalgo County Constable's Office |
| WAISTBAND | The waistband shall be 2" wide and shall be closed with a crush-proofs hook and eye. The waistband curtain, attached with a rocap machine, shall have Snugtex and have Perfection fit stretch on the bottom. Ban-Rol waistband stiffener, 3/4" in width, shall be sewn into the waistband on the front of the trouser from side seam to side seam. The full length of the waistband is fused with Pellon. The trousers are to be made with a continuous closed waistband. The waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain. |
| INSIDE TRIM | The right fly and crotch linings shall be the same fabric and color as the waistband curtain. The right fly lining shall be sewn to the left fly below the zipper. The crotch lining shall be serged to each front. A one piece French fly made of the outer fabric shall be sewn to the inside right fly. A separate sewn on French fly will not be acceptable. |
| BELT LOOPS | There shall be a minimum of five (5) belt loops on waist sizes 30 and down, seven (7) belt loops on waist sizes 31 - 48, and a minimum of nine (9) on sizes 50 and larger. Each loop is to be 3/4" wide, of double thickness, and stitched on the face side with a two needle machine. Except for the center back loop which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap. They shall accommodate a 1-5/8" belt. |
| ZIPPER | The trousers shall be closed with a YKK brass zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting cam lock slider. The inside left fly will be reinforced with Pellon under the zipper stitching. A straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser. |
| SEAMING | The entire trouser is to be seamed with polyester core thread. The seat seam shall be stitched with a tandem needle seat seaming machine. All exposed inside seams of the trouser are to be serged. |
| SIZE TAG | Trousers shall be labeled with the following information: lot number, size, fiber content, and care instructions. |
| FINISHING AND PRESSING | All loose threads shall be removed. Trousers must be pressed completely and properly with the side seam, inseam, and seat seam pressed open. There must be a Texpak clip attached to the top fly of the finished trousers. |
| WARRANTY | One year against workmanship or fabric defects. |

# *UNIFORM –II*

## 4) SHIRTS -SHORT SLEEVE (8713X) Blauer Street Gear (equal or better)

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|---|---|
| SHELL FABRIC | 6.5 oz. per square yard 2 X 1 twill weave in a 65% polyester / 35% cotton fiber blend with 3XDRY® comfort finish and 10-12% filling stretch that is pre-cured for wrinkle resistance. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care. |
| COLOR | (45) Silver Tan |
| TRIM | Interlining: Small Parts: 100% polyester Front Placket: 50% Polyester 50% Cotton<br>Hook and loop: Woven Nylon base<br>Buttons: melamine, 20 ligne, matching shell fabric |
| DESIGN & CONSTRUCTION | Short sleeve uniform shirt<br>5 crease military style with permanent sewn in creases<br>Top fused convertible sport collar<br>Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure<br>Epaulets<br>Badge eyelets with internal support strap<br>Extra long shirt tails |

| | | |
|---|---|---|
| CUSTOMIZATION | Emblems<br>Name Tab<br>Zipper Front<br>Metal Buttons on epaulets and pocket flaps | |
| SIZE RANGE | Men's: Regular Length: S-3XL , Women's: Regular Length: XS-2XL | |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt. | |
| MEASUREMENTS | **Men's: Regular Length: L:** | **Women's: Regular Length: M** |
| | Neck: 17.25 (plus or minus 0.5 inches)<br>½ Chest: 25.25 (plus or minus 0.75 inches)<br>Back Length: 32.5 (plus or minus 0.5 inches) | Neck: 15.5 (plus or minus 0.5 inches)<br>1/2 Chest: 22(plus or minus 0.75 inches)<br>Back Length: 28.5 (plus or minus 0.5 inches) |

## *UNIFORM-III*

## 5) POLO-SHORT SLEEVE SHIRTS-5.11Tactical (71048) equal or better

| | |
|---|---|
| **DESCRIPTION** | • 100 % Treated 6.4 oz. Interlocked cotton fabric to prevent fading, wrinkling and shrinking<br>• Moisture wicking finish<br>• Tough melamine buttons<br>• No roll Collar with flexible collar strays<br>• Mic-loop pockets located at each shoulder and placed at the bottom of the placket at the sternum level<br>• Reinforced dual pen pockets<br>• Polo shirts with name & title embroidered on right breast and badge embroidered on left breast |
| **COLOR** | BROWN or BLUE |
| **SIZE** | Sm – XXL and Larger |

## 6) TACTICAL PANTS 5.11 Tactical 74251 equal or better

| | |
|---|---|
| **FABRIC** | 100 % Cotton Tactical Canvas, 8.5 oz , 73x40/10x10, Pant weight |
| **POCKETING** | 80% Polyester 20% Cotton T/C, tightly woven poplin |
| **SIZE** | Pants must be available in Regular, Short, Long and X-Large Long. from stock |
| **COLOR** | Khaki 055 or Walnut 105 |
| **FEATURES & BENEFITS** | Self adjusting action waist with elastic sides; 7 belt loops and a D0Ring; Deep front pockets; cargo pockets with flaps; phone pocket on right front, Large open-top back pockets, and a tool strap on right back. The pants have double knees of self fabric, removable 6mm Neoprene knee pad inserts; and a double seat of self fabric. Bottom hems have openings for draw cords. |
| **POCKETS** | • Front pocket openings have self fabric facings and extra reinforcements on knife clippings area. Pocket openings are firmly bar tacked on both ends. Pocket bags are made of durable Poly/Cotton blend and they are extra deep. Pocket bags are finished clean inside the paint and double stitched for heavy duty.<br>• Cargo pockets have large flaps and Velcro closure.<br>• Knife pocket? Is lined with extra durable Cordura Nylon. The pocket has gussets on sides and a large flap with Velcro closure; it accommodates a phone.<br>• Back Pockets are formed of self fabric. They are extra large with large open top. The top has Velcro closure. Opening has extra reinforcement on the side seam side; both ends are firmly cross-bar tacked. |
| **SEAMS & STITCHING** | • Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.<br>• Top stitching are non-raveling lock stitching. Side seams, seat seam and front rise have two-needle top stitching. Crotch point is bar tacked. Fly outline, had pocket openings, all pocket flaps, knee patches and seat patch have double needle top stitching. Cargo pockets are attached with double needle top stitching. Belt loops are bar tacked on all corners. Cargo pocket openings are bar tacked and flaps are cross bar tacked. Back pocket openings are cross bar tacked. All Velcro pieces are attached with box stitching |
| **LABELS** | The woven logo label, care label, size label, country of origin label and fiber content are permanently attached to the pants. |
| **CLOSURES** | Closures are high quality, proven brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is metallic PRYM snaps with extra strong grip. Inside fly button is cross tacked. |

## 7) B.D.U. (BATTLE DRESS UNIFORM) STYLE PANT

Tan And Black (Or Color Closest To The Tan And Black Of Existing Uniforms)

If The Color Varies Distinctly From Existing Sample Uniform It Will Not Be Considered. This Is Done To Keep The Appearance Of Uniformity.

100% Cotton Ripstop Only.

Pant Must Have:

- Adjustable Waist Tabs
- Two (2) Front Pockets
- Two (2) Rear Pockets
- Two (2) Large Button Down Bellows Leg Pockets
- Reinforced Seat And Knees
- All Seams Double Stitched
- Drawstring Ankle Ties

Pants Must Come In Both Regular And Long Lengths.
The Sizes Of B.D.U.'S Used Are: ,Small, Medium, Large, X-Large, Xx-Large, Xxx-Large, Xxxx-Large

**Note:** Shrinkage Allowance Must Be Minimal On Pant And Contain Washing Care Instructions. Material Must Be Machine Washable And Able To Be Ironed.

| 8) JACKETS | |
|---|---|
| FABRIC | Outershell: Travis Mills #7450 100% Nylon Supplex (equal or better)<br>Removable Lining: 104x86 Thread Count, 70 Denier Nylon Taffeta or equal<br>Color: BROWN<br>Thinsulate by 3M quilted 200-gram body with 100-gram sleeve or equal.<br>100 % Nylon taffeta, thread counts 104x86 or equal |
| DESIGN | The jacket shall be a full cut, waist length model with two-way zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout the body and sleeves being fully lined |
| BODY DETAIL | The front shall be plain with patch pockets, flaps and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back designed with the Articulated Gusset for full freedom of movement. There is to be a separate 2- ½" shirred waistband with 2- ½" heavy duty elastic. The entire waistband is to be shirred with the exception of an area 5 ¾" on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and elasticized snap closure. The shoulders shall have pads. A self goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side. |
| INSIDE DETAIL | On the left side of the coat, there shall be a gun pocket installed on the permanent lining to accept a small frame handgun. The gun pocket shall have a minimum opening of 4 ½" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5 ¼" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip in liner. The bottom of the coat on the inside shall have a 4" piece of outer shell material between the waistband and the inner taffeta lining to guard against wear from the inside. |
| SLEEVES | The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1 7/8" in width. . |
| POCKETS | There shall be two patch pockets with 1 ½" box pleats, finishing approximately 6 ½" wide and 7 3/8" deep. Flaps shall be scalloped and self lined, measuring 6 ¾ wide and 3 3/8" long at center and 3" long at each end. They shall close with Velcro on the side points and with a centered buttonhole. The pockets shall be lined with pocketing material with an opening of approximately 5 ½" on the side. The left patch pocket is to have a 1 ½" pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked. Flaps are too interlined |
| COLLAR | The standup collar shall be made using self material and shall be interlined with Pellon. There shall be an option of a detachable hood and for collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons. |
| EPAULETS | The epaulets shall be made of self goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck. |
| SIZES | Jackets must be available small through XXL and larger |
| BADGE TAB | The badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1"wide. The first eyelets is ½ "down from the top finished edge and the second is ½" up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. The badge tab shall be centered 2 ½" above the left flap pocket. |
| ZIPPER | There shall be an YKK #5, two-way molded nylon sipper in the front and an 11" nylon zipper on each side vent. |
| BUTTONS & SNAPS | The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. The front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps. |
| THREAD | All sewing is to be done with polyester core thread or 100% spun polyester thread. |
| SIZE TAG & CARE INTRUCTIONS | Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size fiber content and WPL number. |
| WARRANTY | Garments shall have a one year warranty against workmanship against workmanship or fabric defects. |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders with a 4 1/2" emblem 80% embroidery with plastic backing. Emblem are to be included in the price of the jacket |

# C.) Hidalgo County Constable Precinct No. 3

## 1) SHIRTS- SHORT SLEEVE (perfection-style 2340DN) equal or better

| | |
|---|---|
| FABRIC | Milliken 707430 Poplin, Polyester 100%, Weight 7.25 per yard (liner), 80 warps and 49 filling, Permanent Press with soil release finish. |
| CREASING | Pockets, pocket flaps, collar band and shoulder straps to be stitched-creased to give uniform shape and size. The two (2) military creases in front and three (3) in back of each shirt must incorporate a permanent, modified, silicone crease produced by the "Lintrak System" (equal or better). |
| FRONT | Left front to have a self-fabric center pleat 1 ½ " wide extending from collar band to bottom of shirt. It shall have two (2) rows of stitching 1" apart. The center pleat to be lined with 100 % Polyester. Right front to have an approximate 3" turn back extending from collar to bottom of shirt. The right front shall have seven (7) buttons. |
| COLLAR | To be die cut. Convertible collar is to measure approximately 3 ¼" long at point and to be topstitched 3/16" from edge. The interlinings are to be Dacron Polyester, 250 Denier. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. |
| YOKE | Two-ply yoke lined on the inside with Polyester satin. Yoke shall measure approximately 3" at bottom center of band and 3 ¼" at outside edge of yoke. 1/16" topstitch. |
| SLEEVES | Sleeves are to be one (1) piece, have a 1" hem and finish 10" long from the shoulder seam. Sleeve setting and closing shall be done with an overedge and safety stitch. The sleeve is to be bar tacked at the hem. |
| POCKETS | Two (2) breast pockets finishing 5 ½ " wide and 6" long to have mitered corners. Both pockets shall have a 1 ½" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1 ½" wide. Velcro ¾" wide and ¾" long to be placed on each pocket to secure Velcro placed on each flap. |
| FLAPS | To be die cut, creased and scalloped, finishing 5 ¾ " in width, 2 ½ " in length at the center of 2 1/8" at each side. Flaps to be placed ¼" above the top of each pocket and have one (1) centered buttonhole with button. The left flap to have a pencil opening 1 3/8" in width. Velcro 3/8" wide and 1" long to be placed on edges of each flap to secure Velcro placed on pockets. Flaps to be lined with crease'n'tack interlining. |
| PATCHES | Two (2) patches per shirt both the same. Uniform vendor will provide patches on shirt- on both shoulder ½" from upper seam. |
| BADGE TAB | Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two (2) small, uncut buttonholes one inch (1") apart with the lower buttonhole approximately 1 ½" above the flap. |
| SHOULDER STRAPS | To be sewn into sleeve head seam and measure approximately 2 1/8" tapering to 5/8" with end pointed. Straps to be set approximately half inch (1/2") from the collar seam. They shall be box stitched to shoulders with a row of cross-stitching two inches (2") from sleeve head and diagonally sewn from ach end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease'n'tack. |
| BOTTONS | To be a melamine button dyed to match the fabric color, 20 ligne. Removable button features to accommodate metal buttons |
| ZIPPER | Must include front metal zipper for shirt enclosure from top to bottom with equivalent color to shirt. |
| METAL BUTTON FEATURE | Dark brown equivalent to Perfection 2340DN shirts are made to accept metal buttons on the shoulder straps, front, and pocket flaps, Four (4) Silver/Gold front buttons to be 20 ligne. Two (2) Silver/Gold buttons for epaulets. Two (2) Silver/Gold buttons for pocket flaps. Some shirts require Silver, and others require Gold buttons. |
| STITCHING | The entire shirt is to be stitched with 100% polyester core 100% polyester wrap thread. All visible stitching must be 10-12 stitches per inch. Sleeve setting and side closing shall be done with an over edge and safety stitch. The outer edges of the collar are topstitched 3/16".The center front pleat has 2 rows of stitching 1" apart. The shoulder straps and pocket flaps are topstitched 1/16" from the edges. There is a second row of topstitching ¼" from the flap setting stitches. The lower edge of the yoke is topstitched 1/16". |
| EPAULETS | Must be set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be sewn to the jacket using a box-cross stitched and shall have a buttonholed. Epaulets will be pink tan with red piping. |
| COLOR | (659AP) Brown (equal or better) |
| CONSTRUCTION | The collar is made by the conventional construction. The top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched. Shoulder straps and pocket flaps are creased. |
| WARRANTY | One (1) year against workmanship or fabric defects |
| SIZES | All Shirts must be available in even and half size neck sizes. "Talls" shall be available as "in-stock" item. |
| TAG & CARE INSTRUCTIONS | Each garment will be identified by permanent size, lot number, cut number, fiber content, WPL and care instruction labeling. |
| LABELING | The shirt shall be labeled with the following information: style number, size, fiber content, care instructions, RN number and country of origin. |

## 2) SHIRTS -LONG SLEEVE (Perfection-Style 3000BN) equal or better

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|---|---|
| FABRIC | Delta Mills, Style #9270 or equal, 100% Polyester, 2x2 Ply Constructions. Weight 9.5 to 10 oz. per yard. Tropical Weave. |
| CREASING | Pockets, pocket flaps, collar band and shoulder straps to be stitched-creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back. |
| FRONT | To have a self-fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 1" apart. The center pleat to be lined with Dacon Polyester, 250 Dener. A self-lined button stand 7/8" wide shall be placed on the right side and extend from collar band to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two-piece construction. |
| COLLAR | To be die cut. The back of the stand is to measure 1- ½". The points are to be 3-1/4" in length and top stitched ¼" from edge. The interlinings are to be 100% polyester. 250 denier. Collar band to be lined with crease 'n' tack interlining. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. The stand shall fasten with one button. All shirts to have satin lining. |
| YOKE | Two piece yoke of self-goods to measure approximately 3" at bottom center of band and 3 ¼" at outside edge of yoke. 1/16" topstitch. Shirts with no top stitched back yoke will not be acceptable. |
| SLEEVES | Each sleeve shall have one piece pointed placket 1-1-1/4" wide both top and bottom, with one button placed on the placket approximately 2-1/4" above the top of the cuff. Sleeve setting and closing shall be done with an overedge and safety stitch. Cuffs to close with 2 buttons and buttonholes, be 2-1/8" wide and have ¼" topstitching on the edge. They shall be lined with woven, unbleached 100% Cotton interlining. |
| POCKETS | Two (2) breast pockets finishing 5 ½ " wide and 6" long to have mitered corners. Both pockets shall have a 1 ½" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1 ½" wide. Velcro ¾" wide and ¾" long to be placed on each pocket to secure Velcro placed on each flap. |
| FLAPS | To be die cut, creased and scalloped, finishing 5 ¾ "in width, 2 ¾ " in length at the center of 2 ½ " at each side. Flaps to be placed ¼" |

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|---|---|
| | above the top of each pocket and have one (1) centered buttonhole with button. The left flap to have a pencil opening 1 3/8" wide and 1 secure with bartacks on each side of the openings. Velcro 3/4 "square to be placed on the edge of each flap. Flaps to be lined with crease'n'tack interlining. |
| PATCHES/EMBLEMS | Two (2) patches per shirt both the same. Uniform vendor will provide patches on shirt- on both shoulder ½" from upper seam. |
| BADGE TAB | Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two (2) small, uncut buttonholes one inch (1") apart with the lower buttonhole approximately 1 ½" above the flap. Sling shall be turned and stitched and sewn down in the bottom. |
| SHOULDER STRAPS | To be sewn into sleevehead seam and measure approximately 2 1/8" tapering to 5/8" with end pointed. Straps to be set approximately half inch (1/2") from the collar seam. They shall be box stitched to shoulders with a row of cross-stitching two inches (2") from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease'n'tack |
| BOTTONS | To be a melamine button dyed to match the fabric color, 20 ligne. |
| ZIPPER | Must include front metal zipper for shirt enclosure from top to bottom with equivalent color to shirt |
| METAL BUTTON FEATURE | Brown Shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. Four (4) Silver/Gold front buttons to be 20 ligne. Two (2) Silver/Gold buttons for epaulets. Two (2) Silver/Gold buttons for pocket flaps. Some shirts require Silver, and others require Gold buttons |
| STITCHING | The entire shirt is to be stitched with 100% polyester core 100% polyester wrap thread. All visible stitching must be 10-12 stitches per inch. Sleeve setting and side closing shall be done with an over edge and safety stitch. The outer edges of the collar are topstitched 3/16". The center front pleat has 2 rows of stitching 1" apart. The shoulder straps and pocket flaps are topstitched 1/16" from the edges. There is a second row of topstitching ¼" from the flap setting stitches. The lower edge of the yoke is topstitched 1/16". |
| EPAULETS | Must be set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be sewn to the jacket using a box-cross stitched and shall have a buttonholed. Epaulets will be pink-tan with red piping. |
| COLOR | (659AP) Brown (equal or better) |
| CONSTRUCTION | The collar is made by the conventional construction. The top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched. Shoulder straps and pocket flaps are creased. |
| WARRANTY | One (1) year against workmanship or fabric defects. |
| SIZES | Shirts shall be available as a stock item sized with the exact neck size and exact sleeve length. Any combination neck size or sleeve lengths are not acceptable. |
| TAG & CARE INSTRUCTIONS | Each garment will be identified by permanent size, lot number, cut number, fiber content, WPL and care instruction labeling. |
| LABELING | The shirt shall be labeled with the following information: style number, size, fiber content, care instructions, RN number and country of origin. |

## 3) TROUSERS – POLYESTER TWILL (Style -X13506NS) equal or better

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|---|---|
| FABRIC | Milliken 707428, Color: taupe/pick-tan 7496, 100% polyester, Weight: 15.75 oz./linear yard, Weave: 2 x 2 Right Hand Twill, Construction: 92 warp x 62 filling, Tensile Strength: 293 x 201 lbs., Finish: Visa® System III |
| POCKETING & LINING | All pocketing must be in black, 70% polyester/30% cotton, weave plain , 82 warp x 50 filling, 119 x 98 lbs. The weight must be 3.5 oz./square yard |
| CREASING | The front and rear creases in the trouser legs incorporate a permanent modified silicone crease produced by the Lintrak® System. |
| DESIGN | The trousers shall be made from a manufactured from a men's up-to-date uniform trouser pattern. The trouser styling shall incorporate a plain front with two quarter top pockets. Trouser is straight leg bottoms. Topstitched back pockets with triangle bartacks, left pocket has tab to button, zipper fly front with French fly. Inside belly band. Crotch lining. 1 1/2 inch waistband with dropped belt loops. |
| STRIPE | The trouser must have a stripe from waistband. The stripe shall be brown measuring ½" wide on ¾ red striping on pant leg from waistband down |
| POCKETS | The front pockets are quarter top style, with a minimum 6 1/2" opening and a 6" depth, measured from the bottom of the opening. The front pocket bags are double tipped and shall be stitched, turned, and re-stitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1 1/2" wide. The back pockets have 5 1/2" openings and are 6" deep. They shall be made with a Reese PW automatic machine and topstitched on the outside with an exposed top and bottom welt inside facing. The left pocket shall have a tab to button. The front pockets shall have straight bartacks at the ends of the openings. The back pockets shall have triangle bartacks at the ends of the openings. |
| WAISTBAND | The trousers are made with a continuous closed 1 1/2" wide waistband. The full length of the waistband is stabilized with fusible nonwoven interlining. The waistband shall close with a crush proof hook and eye, which are reinforced with canvas stays. There shall be a bartack behind the eye. The 3-strand Snugtex® waistband curtain finishes 2 1/4" wide. 3/4" Ultra BanRol® waistband stiffener is used in the full length of the waistband. The waistband curtain shall be set on with a rocap machine and be closed by stitching below the waistband through the outer fabric and the waistband curtain |
| BELT LOOPS | There shall be seven (7) belt loops on sizes 38 and smaller, and 8 belt loops on sizes 40 and larger. Each loop is to be 3/4" wide, of double thickness, have canvas interlining and be stitched with a 1/4" gauge twin needle. All loops shall be tacked to the outside of the waistband, folded over the tacking, with the bottom of the loop folded under and tacked to the trousers. The side loops shall be placed 3/4" behind the side seams. The loops shall accommodate a 2" wide belt. |
| ZIPPER & FLY | The trousers shall close with a YKK brass memory lock zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting cam lock slider. Both flies have fusible nonwoven interlining. The right fly has a French fly extension and is lined with pocketing fabric, which extends from the top of the waistband to the inseam. A matching button is stitched to the left waistband curtain to fasten the French fly. A straight bartack shall be stitched at the bottom of the fly from the outside of the garment, through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trousers. The zipper and fly topstitching extend to the top of the waistband |
| INSIDE TRIM | Each front has a 4" wide belly band, made of pocketing fabric. It is sewn to the pocket bag and caught in the fly facing topstitching and the waist seam to provide a smooth front appearance. The crotch lining is made of folded pocketing fabric to provide a double layer and is serge to each front. The right fly lining extension is stitched to the front seat seam allowances and extends to the inseam. |
| STITCHING | The entire trouser is to be stitched with matching polyester core or 100% polyester spun thread. The thread shall be colorfast and match the fabric. All visible stitching must be 10-11 stitches per inch. All exposed inside seams are to be serge. The seat seam must be stitched with a tandem needle machine. There is a minimum 2 3/4" seat outlet for alterations. |
| PRESSING & FINISHING | All loose threads shall be removed. Trousers must be pressed on Hothead presses and properly shaped, with the inseams, outseams, and seat seam pressed open. There must be a Texpak clip attached to the waistband of the finished trousers |
| SIZES | The trousers shall be unhemmed and available in a regular rise length in waist sizes 28 through 60. Odd waist sizes must be available. |
| TAG & CARE INSTRUCTIONS | Trousers shall be labeled with the following information: manufacturer, style number, size, fiber content, care instructions, RN number and country of origin. |

## 4) PATROL JACKETS

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|---|---|
| FABRIC | Outershell: Travis Mills #7450 ,100% Nylon Supplex or equal<br>Removable Lining: 104x86 Thread Count, 70 Denier Nylon Taffeta or equal<br>Color: Brown<br>Thinsulate by 3M quilted 200-gram body with 100-gram sleeve or equal.<br>100 % Nylon taffeta, thread counts 104x86 or equal |
| DESIGN | The jacket shall be a full cut, waist length model with two-way zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout the body and sleeves being fully lined |
| BODY DETAIL | The front shall be plain with patch pockets, flaps and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back designed with the Articulated Gusset for full freedom of movement. There is to be a separate 2- ½" shirred waistband with 2- ½" heavy duty elastic. The entire waistband is to be shirred with the exception of an area 5 ¾" on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and elasticized snap closure. The shoulders shall have pads. A self goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side. |
| INSIDE DETAIL | On the left side of the coat, there shall be a gun pocket installed on the Removable lining to accept a small frame handgun. The gun pocket shall have a minimum opening of 4 ½" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5 ¼" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip in liner. The bottom of the coat on the inside shall have a 4" piece of outer shell material between the waistband and the inner taffeta lining to guard against wear from the inside. |
| SLEEVES | The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1 7/8" in width. DEPARTMENT's PATCH MUST BE SEWN ON BOTH SLEEVES. |
| POCKETS | There shall be two patch pockets with 1 ½" box pleats, finishing approximately 6 ½" wide and 7 3/8" deep. Flaps shall be scalloped and self lined, measuring 6 ¾ wide and 3 3/8" long at center and 3" long at each end. They shall close with Velcro on the side points and with a centered buttonhole. The pockets shall be lined with pocketing material with an opening of approximately 5 ½" on the side. The left patch pocket is to have a 1 ½" pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked. Flaps are too interlined |
| COLLAR | The standup collar shall be made using self material and shall be interlined with Pellon. There shall be an option of a detachable hood and fur collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons. |
| EPAULETS | The epaulets shall be made of self goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck. |
| SIZES | Jackets must be available small through XXL and larger |
| BADGE TAB | The badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1"wide. The first eyelets is ½ "down from the top finished edge and the second is ½" up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. The badge tab shall be centered 2 ½" above the left flap pocket. |
| ZIPPER | There shall be an YKK #5, two-way molded nylon sipper in the front and an 11" nylon zipper on each side vent. |
| BUTTONS & SNAPS | The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. The front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps. |
| THREAD | All sewing is to be done with polyester core thread or 100% spun polyester thread. |
| SIZE TAG & CARE INTRUCTIONS | Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size fiber content and WPL number. |
| WARRANTY | Garments shall have a one year warranty against workmanship against workmanship or fabric defects. |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders. Emblem are to be included in the price of the jacket |

## 5) SHIRTS -POLO-SHORT SLEEVE (5.11Tactical #71048) equal or better

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|---|---|
| DESCRIPTION | • 100 % Treated 6.4 oz. Interlocked cotton fabric to prevent fading, wrinkling and shrinking<br>• Moisture wicking finish<br>• Tough melamine buttons<br>• No roll Collar with flexible collar strays<br>• Mic-loop pockets located at each shoulder and placed at the bottom of the placket at the sternum level<br>• Reinforced dual pen pockets<br>• Polo shirts with name & title embroidered on right breast and badge embroidered on left breast |
| COLOR | Dark Navy |
| SIZE | Sm – XXL and Larger |
| EMBLEM | Hidalgo County CONSTABLE badge embroidered on left side of chest. Name (bottom) & title (top) to be on right side. Bidders are encouraged to attend the pre-bid conference for viewing of samples. |

## 6) SHIRTS-PROFESSIONAL POLO-SHORT SLEEVE (5.11 Tactical #41060) equal or better

| | |
|---|---|
| DESCRIPTION | 100% Treated cotton to prevent fading, wrinkling,& shrinking, tough melamine buttons, No Roll Collar with flexible collar stays, Reinforced dual pen pockets on left sleeves, Accepts embroidery and silk screening well |
| SIZES | Small through 3XL |
| COLOR: | Dark Navy |
| EMBLEM | Hidalgo County CONSTABLE badge embroidered on left side of chest. Name (bottom) & title (top) to be on right side. Bidders are encouraged to attend the pre-bid conference for viewing of samples. |

## 7) PANTS-TACTICAL (5.11 Tactical 74003) equal or better

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|---|---|
| FABRIC | 100 % Cotton Tactical Canvas, 8.5 oz , 73x40/10x10, Pant weight |
| POCKETING | 80% Polyester 20% Cotton T/C, tightly woven poplin |
| SIZE | Pants must be available in Regular, Short, Long and X-Large Long. from stock |
| COLOR | Brown (108) |
| FEATURES & BENEFITS | Self adjusting action waist with elastic sides; 7 belt loops and a D0Ring; Deep front pockets; cargo pockets with flaps; phone pocket on right front, Large open-top back pockets, and a tool strap on right back. The pants have double knees of self fabric, removable 6mm |

| | |
|---|---|
| | Neoprene knee pad inserts; and a double seat of self fabric. Bottom hems have openings for draw cords. |
| POCKETS | • Front pocket openings have self fabric facings and extra reinforcements on knife clippings area. Pocket openings are firmly bar tacked on both ends. Pocket bags are made of durable Poly/Cotton blend and they are extra deep. Pocket bags are finished clean inside the paint and double stitched for heavy duty.<br>• Cargo pockets have large flaps and Velcro closure.<br>• Knife pocket Is lined with extra durable Cordura Nylon. The pocket has gussets on sides and a large flap with Velcro closure; it accommodates a phone.<br>• Back Pockets are formed of self fabric. They are extra large with large open top. The top has Velcro closure. Opening has extra reinforcement on the side seam side; both ends are firmly cross-bar tacked. |
| SEAMS & STITCHING | • Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.<br>• Top stitching are non-raveling lock stitching. Side seams, seat seam and front rise have two-needle top stitching. Crotch point is bar tacked. Fly outline, had pocket openings, all pocket flaps, knee patches and seat patch have double needle top stitching. Cargo pockets are attached with double needle top stitching. Belt loops are bar tacked on all corners. Cargo pocket openings are bar tacked and flaps are cross bar tacked. Back pocket openings are cross bar tacked. All Velcro pieces are attached with box stitching |
| LABELS | The woven logo label, care label, size label, country of origin label and fiber content are permanently attached to the pants. |
| CLOSURES | Closures are high quality, proven brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is metallic PRYM snaps with extra strong grip. Inside fly button is cross tacked. |
| **8) SHIRT- TACTICAL SHORT SLEEVE** (Propper F531150)**equal or better** | |
| DESCRIPTION | Made of 4-ounce 65% polyester/ 35% cotton ripstop This is an all-season weight, 65% polyester / 35% cotton fabric manufactured in a ripstop weave. The fabric is coated with DuPont Teflon to repel stains and liquids<br>Hidden zipper (mock button) front for ease of use<br>Battle Rip® fabric is lightweight and durable<br>DuPont® Teflon® fabric protector repels stains and liquids<br>Gusseted underarms for better range of motion<br>Two zippered chest pockets<br>Hidden collar stays provide a clean, professional look |
| SIZES | Small through 3XL |
| COLOR: | Sheriff brown |

# D.) Hidalgo County Constable Precinct No. 4

## *UNIFORM I*

### 1) SHIRTS-SHORT SLEEVE (perfection uniforms 2300, 2340 zipper front) equal or better

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|---|---|
| FABRIC | VISA System 3® fabric from Milliken & Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling. |
| COLOR | Silver Tan |
| CREASING | Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back. |
| FRONT | To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester, 250 Denier. Right front to have an approximate 3" turnback extending from collar to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction. |
| COLLAR | To be die cut. Convertible collar is to measure 3-1/4" long at points and to be topstitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. All shirts to have satin lining in neck area. |
| YOKE | Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. Yoke must have a 1/16" topstitch. Shirts with no top stitched back yoke will not be accepted. |
| SLEEVES | Sleeves are to be one piece, have a 7/8" hem and finish 9-1/2" to 9-3/4" long from the shoulder seam. Sleeve setting and closing shall be done with an overedge and safety stitch. The sleeve is to be bartacked at the hem |
| POCKETS | Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap. |
| FLAPS | To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro 3/4" square to be placed on edges of each flap. Flaps to be lined with crease 'n' tack interlining. |
| BADGE TAB | Inside sling type of self goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down on the bottom. |
| SHOULDER STRAPS | To be sewn into sleeve head seam and measure approximately 2-1/4" tapering to 1-1/2" with end pointed. Straps to be end approximately 1/2" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease 'n' tack. |
| EPAULETS | Silver tan with gold piping |
| SHIRT SIZES | All shirts must be available in exact neck sizes. Alpha sizes will not be acceptable. In neck sizes 16 through 18 ½ "Talls" must also be available as an "in-stock" item. |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt. |
| BUTTONS | To be a melamine button dyed to match the fabric color, 20 ligne. |
| METAL BUTTON FEATURE* | Dark Navy and Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turnback. Six front buttons to be 22 ligne. |
| PACKING | Shirts to be polybagged individually. |
| ZIPPER CLOSURE | All shirts must have a front closure with a 14" nylon separating zipper. |
| **WARRANTY** | One year against workmanship or fabric defects. |

### 2) SHIRTS-LONG SLEEVE (perfection uniforms 2000, 2040 zipper front) equal or better

| | |
|---|---|
| FABRIC | VISA® System 3 fabric from Milliken and Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling. |
| COLOR | Silver Tan |
| CREASING | Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back. |
| FRONT | To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester,250 Denier. A self-lined button stand 7/8" wide shall be placed on the right side and extend from collar band to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction. |
| COLLAR | To be die cut. The back of the stand is to measure 1-1/2". The points are to be 3-1/4" in length and top stitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Collar band to be lined with crease 'n' tack interlining. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. The stand shall fasten with one button. All shirts to have satin lining in neck area. |
| YOKE | Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. 1/16" topstitch. Shirts with no top stitched back yoke will not be acceptable. |
| SLEEVES | Each sleeve shall have one piece pointed placket 1-1-1/4" wide both top and bottom, with one button placed on the placket approximately 2-1/4" above the top of the cuff. Sleeve setting and closing shall be done with an overedge and safety stitch. Cuffs to close with 2 buttons and buttonholes, be 2-7/8" wide and have 1/4" topstitching on the edge. They shall be lined with woven, unbleached 100% Cotton interlining. |
| POCKETS | Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap. |
| FLAPS | To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro ¾" square to be placed on the edge of each flap. Flaps to be lined with crease 'n' tack interlining |
| BADGE TAB | Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down in |

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| | the bottom. |
| SHOULDER STRAPS | To be sewn into sleeve head seam and measure approximately 2-1/4" tapering to 1-1/2" with end pointed. Straps to be set approximately 1" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease 'n' tack. |
| EPAULETS | Silver tan with gold piping |
| SHIRT SIZES | Shirts shall be available as a stock item sized with exact neck size and exact sleeve length. Any combination neck size or sleeve lengths are not acceptable. |
| BUTTONS | To be a melamine button dyed to match the fabric color. 20 ligne. |
| METAL BUTTON FEATURE* | Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turnback. Six front buttons to be 22 ligne. |
| PACKING | Shirts to be polybagged individually. |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt. |
| ZIPPER CLOSURE | All shirts must have a front closure with a 14" nylon separating zipper. |
| WARRANTY | One year against workmanship or fabric defects. |

## 3) TROUSERS (flying cross -fechheimer #38205) equal or better

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|---|---|
| FABRIC | 100% Polyester, 11-11½ oz. per linear yard, weave-serge |
| SYLE | Trouser shall be manufactured from an up-to-date men's uniform trouser pattern. The trouser styling shall be T-1: plain front, two (2) quarter top front pockets, and two (2) hip pockets professionally finished with no visible topstitching. Work wear industrial style construction is unacceptable and shall be cause for rejection |
| COLOR | Forest Green |
| LINING MATERIAL | The pocketing and fly lining material shall be 70% Polyester / 30% Cotton, 2.9 oz. per square yard (60" width) with a minimum 78 x 48 count. Pocketing must have a durable press finish and the color of the pocketing must be black. |
| WAISTBAND | The waistband shall be constructed using the "closed method" and shall measure a minimum of 1-7/8" wide when finished. The waistband curtain shall finish a minimum 2-1/8" wide and is to be made of the same fabric and color as the pocketing material and shall be attached to the top of the trouser with a zigzag stitch. The waistband curtain must contain Tru-Grip, a ½" surface area composed of thin 55 gauge rubber for maximum comfort and performance. The Tru-Grip acts to help keep shirts tucked in securely. (Substitution of a silicone strip or strips in place of Tru-Grip shall not be acceptable and shall be cause for rejection.)<br><br>The waistband curtain is composed of a wet laid non woven canvas weighing 3.3 oz. per square yard. The canvas is covered in the same color and material as the pocketing. The ½" rubberized surface area is positioned 1-¼" up from the bottom of the curtain.<br><br>The specifications for the rubberized Tru-Grip curtain are as follows:<br><br>Width: 1-1/8-inch<br>Warp: 300 Denier Texturized Polyester<br>Filling: 300 Denier Texturized Polyester<br>Rubber: 55 Gauge<br>Count: 32-36 yarns per inch<br>Contents: 59% Polyester/41% Rubber<br><br>The waistband must contain ¾-inch Ban-Rol to prevent roll over at the trouser front. The waistband closure shall be accomplished with a single crush proof hook and eye centered on the waistband for wearer comfort. The hook and eye shall be reinforced with 7/8-inch non-woven stay tape that is anchored with topstitching through and through to the top of the waistband (bartacks in place of topstitching shall be cause for rejection). In addition to the stitching of the waistband when it is set onto the trouser, the waistband must also be topstitched below the waistband seam through the waistband curtain for added strength. The back center seam of the trouser is to be finished to allow for alterations (with ample basic fabric and waistband curtain material to allow trouser size to be increased at least one size). The outlet in the seat is to be in proportion to waist outlet so seat may also be let out. Seat seam must be sewn with a tandem needle machine (double-needle stitch) for maximum strength. |
| BELT LOOPS | There shall be a minimum of seven belt loops 3/4" in width of double thickness. Each loop must have a non-woven interlining for added durability. All loops (except back center) must be sewn into the top and bottom of the waistband ("dropped" belt loops that are tacked to the outside of the trouser all around waist shall be cause for rejection). The top of the belt loops (except back center) shall be sewn into the waistband curtain seam with a Rocap machine using a zigzag stitch. The bottom of the center back loop shall be tacked to the trouser and the top of the loop tacked to the outside of the waistband to allow for easier waist alteration. |
| POCKETS | The two (2) front pockets will be quarter top style with a minimum opening of 6" and a minimum depth of 4-1/2" measured from the bottom of the opening. Front pockets to have firm straight bartack at bottom of pocket openings. Pockets shall be constructed using the stitch, turn, and topstitch method. Front pocket facings to be made of the basic trouser fabric and shall be a minimum of 1". Front pocket barrier shall also be made of the basic trouser fabric and to measure a minimum of 2" (measured to the inside edge of pocket lining).<br><br>The two (2) hip pockets shall have a minimum 5-3/8" wide (bartack to bartack) opening and a minimum depth of 5-3/4 " measured from the bottom of the pocket opening. Hip pockets shall be constructed using the double welt method on an automatic welt machine. The welts shall be finished in such a manner that there is no topstitching (topstitched hip pockets shall be cause for rejection). The corners of the hip pocket openings shall have straight firm bartacks for reinforcement (use of triangular bartacks shall be cause for rejection). Hip pocket facing to be made of basic trouser fabric and shall be a minimum of 3/4" and the barrier shall also be made of the basic trouser fabric and to be a minimum of 1-1/2". The left hip pocket shall have a centered tab made of basic trouser fabric inserted into the top welt with bartacks at the top and bottom of the tab to form an opening for a button. A button shall be located below the bottom welt corresponding in location with the tab, which shall be interlined with non-woven for added durability. There shall be a dart centered above each hip pocket to waistband. Dart shall be approximately 2-3/4" long tapered from 3/8" at waistband and shall be installed with automatic equipment for a clean non-puckered finish. |
| FLY: | Trouser shall have a brass metal zipper with memory lock brass slider secured by metal stopper at base. There shall be a French Fly tab closure on the inside of the right fly. The tab shall be double ply made of the basic trouser fabric (tabs made of pocketing material or a "grown on" French Fly will be cause for rejection). The right fly shall be lined with the same fabric and color as the pocketing. The fly lining shall be sewn to the left fly continuing below the zipper into the crotch area in a neat and durable manner. A button shall be located on the left fly corresponding with the French Fly tab to provide a clean and comfortable closure. Topstitching of fly to be installed with automatic "J" stitch equipment eliminating puckering and providing a clean finish. There shall be a firm straight bartack at the bottom of the fly going through the zipper tape for maximum strength. Bartack shall line up with starting point of "J" stitch. |
| SEAT | Seat must be sewn with a Tandem Needle Machine (double-needle stitch) for maximum durability. |

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| STITCHING, PRESSING & FINISHING | Trouser must be stitched with matching thread. Trouser must be neatly pressed on Hothead Presses and properly shaped. Outseams and inseams are edge serged on automatic equipment for uniformity of quality and shall be pressed open for a smooth pucker-free finish with repeated cleaning and pressing. Trouser must be cleaned and finished to eliminate loose threads. |
| STOCK SIZES | Trouser must be available from stock in the following sizes:<br>SHORT RISE: 28 - 40 (EVEN ONLY)<br>REGULAR RISE: 28 - 56 (EVEN ONLY OVER 38)<br>LONG RISE: 32 - 42 (EVEN ONLY) |
| LABELS: | Trouser must have a permanent label providing care instructions and small woven label indicating waist size. A removable paper ticket showing the size, fabric content, cut number, and WPL and RN number must be on the outside of the waistband. Ticket to be matchbook style installed with plastic staples for easy removal without damaging trouser material and showing size when trousers are stacked. |

## *UNIFORM –II*

### 4) SHIRTS--SHORT SLEEVE (8713X) Blauer Street Gear -equal or better

| | | |
|---|---|---|
| SHELL FABRIC | 6.5 oz. per square yard 2 X 1 twill weave in a 65% polyester / 35% cotton fiber blend with 3XDRY® comfort finish and 10-12% filling stretch that is pre-cured for wrinkle resistance. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care. | |
| COLOR | (45) Silver Tan | |
| TRIM | Interlining: Small Parts: 100% polyester Front Placket: 50% Polyester 50% Cotton<br>Hook and loop: Woven Nylon base<br>Buttons: melamine, 20 ligne, matching shell fabric | |
| DESIGN & CONSTRUCTION | Short sleeve uniform shirt<br>5 crease military style with permanent sewn in creases<br>Top fused convertible sport collar<br>Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure<br>Epaulets<br>Badge eyelets with internal support strap<br>Extra long shirt tails | |
| CUSTOMIZATION | Emblems<br>Name Tab<br>Zipper Front<br>Metal Buttons on epaulets and pocket flaps | |
| SIZE RANGE | Men's: Regular Length: S-3XL AND Women's: Regular Length: XS-2XL | |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt. | |
| MEASUREMENTS | **Men's: Regular Length: L:** | **Women's: Regular Length: M** |
| | Neck: 17.25 (plus or minus 0.5 inches)<br>½ Chest: 25.25 (plus or minus 0.75 inches)<br>Back Length: 32.5 (plus or minus 0.5 inches) | Neck: 15.5 (plus or minus 0.5 inches)<br>1/2 Chest: 22(plus or minus 0.75 inches)<br>Back Length: 28.5 (plus or minus 0.5 inches) |

### 5) TROUSERS (5.11 Tactical Men's PDU #74338 Class A Twill) equal or better

| | |
|---|---|
| FABRIC TYPE | Main Body: 65% Polyester 35% Cotton 7.25 oz PDU® Twill with Teflon® finish<br>Pocketing: 80% Polyester 20% Cotton 4.0 oz. Plain Weave |
| FEATURES & BENEFITS: | Self adjusting tunnel waist for ease of movement.<br>Silicone internal gripper waistband will help keep your shirt tucked in.<br>Diamond gusseted crotch for added durability and range of motion.<br>Permanent military creases for the professional appearance.<br>Genuine YKK® zippers and PRYM® snaps to help prevent failures.<br>Machine washable easy care.<br>Hidden side seam pockets and coin pocket inside wearer's right hand pocket |
| STITCHING & FINISHING: | Durable 5-7 thread seam construction with 10 stitches per inch.<br>Non-raveling lock stitch top stitching.<br>3 thread overlock placed at left and right inside fly, front rise, side seams, inseams, and bottom hem.<br>Lock stitch seam placed at waistband, back rise, side seam pockets, crotch gusset side seam and inseams.<br>Single needle topstitch at belt loops, tacked down and up and left fly outline.<br>Edge stitch at waistband top and bottom, belt loops edges, right fly edge, around fly tab, front and back rise left, around back pocket welts, both edges of back pocket button loops, all pocket facings finish, front pocket bags binding, both crotch gusset edges.<br>1/4" single needle topstitch at front pocket opening edges.<br>1/4" gauge double needle stitching at waistband elastic attachments, front pocket bag closures, side seam pocket bags, back pocket bags.<br>Bartacks at waistband opening, belt loop top corners, bottom of fly, back pocket button loops, front and back crotch gusset points, at left fly upper and top, front pocket bottom openings, and back welt pocket ends.<br>Triangular bartacks at back welt pocket ends<br>Key-hole button hole placed at center of fly tab. |
| CLOSURES: | Fly zipper is metallic YKK® zipper with locking slider.<br>Side seam hidden pocket zipper is a coil YKK® zipper.<br>Waist snap is metallic PRYM® 5.11 logo snap with extra strong grip.<br>Buttons on inside French fly, back pockets and a spare placed at wearer's left pocket bag are Aetna Melamine satin finish 4-hole style and are cross tacked. |
| LABELS: | The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the pant |
| SIZES: | Pants must be available in Regular, Short, Long and X-Large Long. from stock |
| COLORS: | Sheriff Green |

# *UNIFORM-III*

## 6) SHIRTS--POLO-SHORT SLEEVE -5.11 TACTICAL-(71048) equal or better

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| DESCRIPTION | • 100 % Treated 6.4 oz. Interlocked cotton fabric to prevent fading, wrinkling and shrinking<br>• Moisture wicking finish<br>• Tough melamine buttons<br>• No roll Collar with flexible collar strays<br>• Mic-loop pockets located at each shoulder and placed at the bottom of the placket at the sternum level<br>• Reinforced dual pen pockets<br>• Polo shirts with name & title embroidered on right breast and badge embroidered on left breast |
| COLOR | Silver tan |
| SIZE | Sm – XXL and Larger |

## 7) PANTS--TACTICAL - 5.11 TACTICAL (74251) equal or better

| | |
|---|---|
| FABRIC | 100 % Cotton Tactical Canvas, 8.5 oz , 73x40/10x10, Pant weight |
| POCKETING | 80% Polyester 20% Cotton T/C, tightly woven poplin |
| SIZE | Pants must be available in Regular, Short, Long and X-Large Long. from stock |
| COLOR | OD Green |
| FEATURES & BENEFITS | Self adjusting action waist with elastic sides; 7 belt loops and a D0Ring; Deep front pockets; cargo pockets with flaps; phone pocket on right front, Large open-top back pockets, and a tool strap on right back. The pants have double knees of self fabric, removable 6mm Neoprene knee pad inserts; and a double seat of self fabric. Bottom hems have openings for draw cords. |
| POCKETS | • Front pocket openings have self fabric facings and extra reinforcements on knife clippings area. Pocket openings are firmly bar tacked on both ends. Pocket bags are made of durable Poly/Cotton blend and they are extra deep. Pocket bags are finished clean inside the paint and double stitched for heavy duty.<br>• Cargo pockets have large flaps and Velcro closure.<br>• Knife pocket Is lined with extra durable Cordura Nylon. The pocket has gussets on sides and a large flap with Velcro closure; it accommodates a phone.<br>• Back Pockets are formed of self fabric. They are extra large with large open top. The top has Velcro closure. Opening has extra reinforcement on the side seam side; both ends are firmly cross-bar tacked. |
| SEAMS & STITCHING | • Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.<br>• Top stitching are non-raveling lock stitching. Side seams, seat seam and front rise have two-needle top stitching. Crotch point is bar tacked. Fly outline, had pocket openings, all pocket flaps, knee patches and seat patch have double needle top stitching. Cargo pockets are attached with double needle top stitching. Belt loops are bar tacked on all corners. Cargo pocket openings are bar tacked and flaps are cross bar tacked. Back pocket openings are cross bar tacked. All Velcro pieces are attached with box stitching |
| LABELS | The woven logo label, care label, size label, country of origin label and fiber content are permanently attached to the pants. |
| CLOSURES | Closures are high quality, proven brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is metallic PRYM snaps with extra strong grip. Inside fly button is cross tacked. |

## 8) PANTS--TACLITE PRO ( 74273) equal or better

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|---|---|
| FABRIC & FINISHING | • Main body: 65% Polyester, 35% Cotton , 6.14 oz, tear resistant Ripstop; with HR Teflon water resistant<br>• Pocketing : 65% Polyester 35% Cotton, 3.2 oz T/C, tightly woven poplin |
| SIZE | Pants must be available in Regular, Short, Long and X-Large Long. from stock |
| COLOR | Department to determine color |
| DESIGN FEATURES & BENEFITS | Self adjusting side elastic action waist with 7 wide belt loops and a key ring. Snap closure on outside and button on inside fly. Tool strap on right back. Front pleats and crotch gusset for maximum range of movement. Deep front pockets, Cordura lined knife pocket on right front and Cordura lined cell pocket on left; Pleated cargo pockets on both sides; two large, open back pockets. The pant has double seat and double knees of self fabric with knee pad openings inside. |
| DESIGN DETAILS POCKETS: | • **Front and Back Pocket** openings are reinforced with Cordura binding on knife clip area. Pocket openings are firmly bar tacked. Front pocket bags are made of durable Poly/cotton blend. Pocket bags are extra deep and finished clean inside the pant with stitched edge for heavy duty.<br>• **Knife Pocket** has extra firm welt for knife clip, and is sized to accommodate C.U.B. knife or hide a magazine.<br>• **Cell Pocket** is gusseted on both sides and accommodates blackberry, the flap has Velcro closure for safety.<br>• **Back Pockets** are made of self fabric; they are extra large with easy access open tops and Velcro closure.<br>• **Cargo Pockets** have expandable inverted box pleat in the center and flap with two-Velcro closures. |
| SEAMS & STITCHING | • **Seams** are durable with 10 stitches per inch and extra heavy 5-thread construction.<br>• **Top Stitchings** are non-raveling lock stitchings. Belt loops are double top stitched, and bar tacked on all corners. Back pocket openings and tool strap are cross bar tacked. Side seams, fly outline, front rise and seat seam are double stitched. Crotch gusset is top stitched, crotch points and fly are bar tacked. Front pocket openings, pocket flaps, knee patches, and double seat are double top stitched. Cargo pockets are set with double stitching. Pocket and pocket flap setting stress points are bar tacked |
| LABELS | The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the pant. |
| CLOSURES | Closures are high quality, proven performance brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is PRYM snap with extra firm grip. Inside button is cross stitched. |

## 9) TIES

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|---|---|
| DESCRIPTION | Clip-on tie, with buttonhole you can slide small end of tie through the loop and button to shirt size 3" wide with permanent knot, made of polyester |
| SIZES | regular: 17 ½ -long: 19 ½ |
| COLOR | Forest Green |

| 10) COWBOY HATS | |
|---|---|
| DESCRIPTION | Felt cowboy hat: Stetson felt (equal or better), Style: Roper, 4" brim, quality 4X or better |
| SIZES | sizes 6 ¾ and larger |
| COLOR | To be determine by department |

| 11) JACKETS | |
|---|---|
| FABRIC | Outershell: Travis Mills #7450 100% Nylon Supplex (equal or better)<br>Removable Lining: 104x86 Thread Count, 70 Denier Nylon Taffeta or equal<br>Color: Navy<br>Thinsulate by 3M quilted 200-gram body with 100-gram sleeve or equal.<br>100 % Nylon taffeta, thread counts 104x86 or equal |
| DESIGN | The jacket shall be a full cut, waist length model with two-way zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout the body and sleeves being fully lined |
| BODY DETAIL | The front shall be plain with patch pockets, flaps and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back designed with the Articulated Gusset for full freedom of movement. There is to be a separate 2- ½" shirred waistband with 2- ½" heavy duty elastic. The entire waistband is to be shirred with the exception of an area 5 ¾" on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and elasticized snap closure. The shoulders shall have pads. A self goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side. |
| INSIDE DETAIL | On the left side of the coat, there shall be a gun pocket installed on the permanent lining to accept a small frame handgun. The gun pocket shall have a minimum opening of 4 ½" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5 ¼" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip in liner. The bottom of the coat on the inside shall have a 4" piece of outer shell material between the waistband and the inner taffeta lining to guard against wear from the inside. |
| SLEEVES | The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1 7/8" in width. . |
| POCKETS | There shall be two patch pockets with 1 ½" box pleats, finishing approximately 6 ½" wide and 7 3/8" deep. Flaps shall be scalloped and self lined, measuring 6 ¾ wide and 3 3/8" long at center and 3" long at each end. They shall close with Velcro on the side points and with a centered buttonhole. The pockets shall be lined with pocketing material with an opening of approximately 5 ½" on the side. The left patch pocket is to have a 1 ½" pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked. Flaps are too interlined |
| COLLAR | The standup collar shall be made using self material and shall be interlined with Pellon. There shall be an option of a detachable hood and fur collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons. |
| EPAULETS | The epaulets shall be made of self goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck. |
| SIZES | Jackets must be available small through XXL and larger |
| BADGE TAB | The badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1"wide. The first eyelets is ½ "down from the top finished edge and the second is ½" up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. The badge tab shall be centered 2 ½" above the left flap pocket. |
| ZIPPER | There shall be an YKK #5, two-way molded nylon sipper in the front and an 11" nylon zipper on each side vent. |
| BUTTONS & SNAPS | The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. The front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps. |
| THREAD | All sewing is to be done with polyester core thread or 100% spun polyester thread. |
| SIZE TAG & CARE INTRUCTIONS | Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size fiber content and WPL number. |
| WARRANTY | Garments shall have a one year warranty against workmanship against workmanship or fabric defects. |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders with a 41/2" emblem 80% embroidery with plastic backing. Emblem are to be included in the price of the jacket |

# E.) HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

## 1) RAINCOATS: Yellow/Gold With Screen Print Black Lettering On Back(Neese –equal of better)

- With Detachable Hood
- 3 inch Reflective Lettering in either "Detention Officer" or "Sheriff" per request
- Sizes Small to 6X Large
- Slash Through pickets

## 2) GLOVES: (Hatch) Frisk Master Fm 2000 Gloves With Spectra (Equal Or Better)

Premium Leather shell
100% Spectra Knit Liner
Twice the cut resistance of Kevlar
Sizes X-Small to 2Xlarger
Elastic around glove wrist to hold cuff secure on hand

## 3) COVERALLS: (TYVEK) Personal Protection Coveralls With Attached Hood, And Booties (Equal Or Better)

Color White and Yellow
Sizes Small to 3XLarge
Protective barrier against particulates and liquid splashes
Front zipper closure and elastic wrists

## A). POLYPROPYLENE DISPOSABLE COVERALLS, LONG SLEEVE TOPS, PANTS

Polypropylene lightweight, spun bound 1.25 oz. material weight, Porous, breathable, economical and disposable

- Coveralls with collar and zipper, color and snap closures, color navy blue, sizes x-small to 5 x-large
- Long Sleeve shirts with collar and snap closures, color navy blue, sizes x-small to 5 x-large
- Pants with elastic waist, Color navy blue, Sizes x-small to 5 x-large

## 4) CUSTODIAN AND MAINTENANCE TEMPORARY KHAKI WORK SHIRTS

Dickies (or equivalent) Short & Long Sleeve Khaki Work Shirt # 1574KH Visa Stain release finish, Extra Long tail, Colors match traditional Work Pants 5 oz. Twill ( 65% Polyester / 35% Cotton )
Sizes Small to 5XLarge
Men and Female Sizes

## 5) TRADITIONAL WORK PANTS (SHERIFF DEPARTMENT)

Dickies (or equivalent)
8 ¾ oz twill (65% Polyester/ 35% Cotton)
Permanent crease, tunnel belt loops. No roll waistband lock stitched hem, stain release finish.
Men Sizes 26" waist unhemmed to 60" waist unhemmed
Colors: Dark navy, khaki, & black

## 6) WOMEN'S FLAT FRONT PANTS (SHERIFF DEPARTMENT)

- Easy care, Durable 2x1 twill. 1 ½" waistband, stain release finish, single right back pocket w/ button closure, two front quarter pockets. Hook & eye front closure, 7 oz twill mechanical stretch, 65% Polyester/ 35% Cotton
- Women sizes 2 unhemmed to 26 unhemmed
- Color: dark navy, khaki, and black

## 7) SCRUBS (SHERIFF DEPARTMENT)

- Cargo type shirt and pant, male and female sizes x-small to 6 x-large,
- Pants in regular length, and extra long lengths,
- Top with 3 pocket (1 breast, and 2 kangaroo pockets),
- Bottoms with 5 pockets (2 front side pockets, 1 rear back pocket and 2 cargo thigh pockets),
- Bottoms with elastic waist band and draw string, 65% polyester & 35% cotton
- Colors: dark navy, burgundy, dark green

## 8) RAIN BOOTS

- Norcross Servus 18822-9 - 16" Black Economy Knee Boot (equivalent or better)
- Seamless molded construction
- 100% Waterproof
- Anti-Skid outside and heal
- Reinforced construction at critical stress points
- Foot Form contour Inside
- Electrical hazard, non-marking, slip resistant
- Men sizes: 6-13
- Women sizes: 6-11

## 9) WATERPROOF SAFETY TOE BOOT

- Safety toe, electrical hazard, non-marking, slip resistant, waterproof
- Men sizes: 7-13
- Women sizes: 7-11

## 10) WATERPROOF SAFETY TOE SHOE

- Safety toe, electrical hazard, non-marking, slip resistant, waterproof
- Men sizes: 7-13
- Women sizes: 7-11

## 11) BDU (BATTLE DRESS UNIFORMS) STYLE PANT:

Tan, Dark Brown, Black and Silver Grey (or color closest to the existing uniform) If the color varies distinctly from the existing uniform it will not be considered.

This is done to keep the appearance of uniformity.
65 % Polyester 35 % cotton rip stop only
Pants must have:

- Adjustable waist tabs
- Two (2) front pockets
- Two (2) rear pockets
- Two (2) large button down bellows leg pockets
- Reinforced seat and knees
- All seams double stitched
- Drawstring ankle ties

Pants must come in both regular and long lengths. The sizes of BDU'S used are: X-SMALL, SMALL, MEDIUM, LARGE, X-LARGE, XX-LARGE, XXX-LARGE, and XXXX-LARGE.

Note: Shrinkage allowance must be minimal on pant and contain washing care instructions. Material must be machine washable and able to be ironed.

## 12) BDU (BATTLE DRESS UNIFORM) STYLE SHIRT:

Tan and Dark brown (or color closest to the existing uniform) If the color caries distinctly from existing uniform color in will not be considered. This is done to keep the appearance of uniformity.

65 % Polyester 35 % cotton rip-stop only

Shirts must have:
Four (4) below style pockets
Reinforced elbows
Adjustable button tab cuffs
Button down front
Double stitched seams

**SHOULDER PATCH:**
Vendor shall supply with patches already attached to both sleeves. The standard department patch should be sewn on each sleeve. The sleeve patch must be of the same design currently used and same color scheme. Tan BDU shirt have the oval gold/brown patch on both sides of the upper arm area. Black BDU Shirt have the oval silver/black patch on both sides of the upper arm area. Silver/grey BDU shirt have the oval silver/black patch on both sides of the upper arm area. Chocolate brown BDU shirt have the oval gold/brown patch on both sides of the upper arm area. Purchased shirts must come with the patches attached. This cost must not be an additional charge.

**BADGE PATCH:**
A circular design that uses the same badge design as on shoulder patch. Tan BDU shirts have the round gold/brown patch in front chest area. Black BDU shirts have the round silver/black patch in front chest area. Silver/Grey BDU shirts have the round silver/black patch in front chest area. Chocolate Brown BDU shirts have the round gold/brown patch in front chest area. The chest patch must be sewn onto the shirt. SILK SCREEN IMAGES **WILL NOT** BE ACCEPTED.

***SHOULDER AND BADGE PATCHES WILL BE AVAILABLE AT THE PRE-BID CONFERENCE TO ILLUSTRATE AND CLARIFY BID SPECIFICATIONS CONCERNING PATCH DESCRIPTIONS ON BID.***

Shirts must come in both regular and long cuts. BDUs sizes:
X-SMALL, SMALL, MEDIUM, LARGE, X-LARGE, XX-LARGE, XXX-LARGE, and XXXX-LARGE.

Note: Shrinkage allowance must be minimal on pant and contain washing care instructions. Material must be machine washable and able to be ironed.

## 13) BDU SHIRT S.E.R.T. OFFICER (BATTLE DRESS UNIFORM)

**COLOR**
Black (or color closest to the existing uniform) If the color caries distinctly from existing uniform color in will not be considered. This is done to keep the appearance of uniformity.

65 % Polyester 35 % cotton ripstop only

Shirts must have:

- Four (4) below style pockets
- Reinforced elbows
- Adjustable button tab cuffs
- Button down front
- Double stitched seams

**SHOULDER PATCH ON BOTH SLEEVES:**
Vendor shall supply with patches already attached to both sleeves. The standard department patch should be sewn on each sleeve. The sleeve patch must be of the same design currently used and same color scheme. The patch has silver lettering and trim on a dark black background. The shirts bought must come with the patches attached. This cost must not be an additional charge.

**BADGE PATCH:**
A circular design that uses the same badge design as on shoulder patch (silver star with dark black backing). The chest patch must be sewn onto the shirt. Silk screen images **will not** be accepted.
***Shoulder patches and badge patches will be available at the Pre-Bid Conference to illustrate and clarify bid specifications concerning patch descriptions on Bid.***

Shirts must come in both regular and long cuts. The sizes of the BDU's used are:X-SMALL, SMALL, MEDIUM, LARGE, X-LARGE, XX-LARGE, XXX-LARGE, and XXXX-LARGE

Note: Shrinkage allowance must be minimal on pant and contain washing care instructions. Material must be machine washable and able to be ironed.

## 14) BDU SHIRT (BATTLE DRESS UNIFORM) Proper (equal or better)

65% Polyester, 35% Cotton "RIPSTOP" MATERIAL

**COLOR**
Silver gray (or color closest to the silver gray of existing uniforms) Shirts must come in both regular and long lengths (torso). The size of the B.D.U.'S used is small to 6 x-large

**SHIRT OPTION 1**

Four (4) Below Style Pockets
Reinforced Elbows
Adjustable Button Tab Cuffs
Button Down Front Double Stitched Seams
Small To 6 X-large

**SHIRT OPTION 2**
Two (2) Style Pockets
Reinforced Elbows
Adjustable Button Tab Cuffs
Button Down Front Double Stitched Seams
Small To 6 X-Large

**Shoulder Patch On Both Sleeves:**
Vendor shall supply patches already attached to both sleeves. The standard office patch should be sewn on each sleeve. The sleeve patch must be of the same design currently used and same color scheme. The patch has silver lettering and trim on a black background. The shirts bought must come with the patches attached. This cost must not be an additional charge.

**Badge Patch:**
a circular design that uses the same badge design as on shoulder patch (Silver Star With Black Backing). *Patch Must Read "SHERIFF'S OFFICE".* The chest patch must be sewn onto the shirt. Silk screen images will not be accepted.

## 15) INVESTIGATOR RAID JACKETS

Brown/Black Nylon coach's jacket with white light lining
Outer shell 100% nylon taffeta
Fully lined with polyester brushed tricot
Snap front
Drawstring bottom
Elastic Cuffs
Sizes from Small to 6X-Large
Screen-printed with yellow and/or white ink /embroidering of badge or upon request reflective (tackle twill) material
Printing and jacket must match exactly what we currently have

**SCREEN PRINT OPTION 1**
Hidalgo County Sheriff's Office badge logo on **left breast** side or upon request embroidered and on the right breasts the embroidering of the department, agency or bureau. "POLICE" and/or "SHERIFF" across the **front** of (horizontal) jacket in 4" letters and below Hidalgo County Sheriff's Office in 1" letters. "POLICE" and/or "SHERIFF" on both **sleeves** (vertical) in 2" letters

Printing on **back** of jacket must be centered
BACK: SHERIFF'S.....4" letters
OFFICE.....1" letters
POLICE.....4" letters

**SCREEN PRINT OPTION 2**
Front and sleeves exactly the same as option 1

BACK: SHERIFF'S.....4" letters
NARCOTIC UNIT.....1" letters
POLICE.....4" letters

Must include following listed units and any other unit that is developed;
GANG UNIT..... 4" letters
LINEBACKER UNIT.....4" letters
PUBLIC INTEGRITY.....4" letters

## 16) SAFETY VESTS, BREAK-AWAY HIGH VISIBILITY

**Traffic vest must meet ANSI (American National Standards Institute) / ISEA (International Safety Equipment Association) 107 compliance class 2 or better.**

### COLOR:
Fluorescent Yellow

### SHELL FABRIC:
3.7 oz. per square yard, 100% Polyester heavy denier tricot mesh. (Color: see specified garment color).

### TRIM:
a) Binding: 100% nylon plain weave taffeta (Color: black), 100% polyester plain weave taffeta (Color: fluorescent yellow)
b) Hook and loop: woven nylon base (Color: fluorescent yellow).
c) Eyelets: aluminum, black enamel finish.
d) Ribbon: 2.5-inches grosgrain. (Color: black)
e) Reflective trim: 2.0 inch wide, 3M Scotchlite silver reflective fabric.

### DESIGN AND CONSTRUCTION:
a) Full Cut Vest.
b) High contrast Scotchlite striping.
c) Pen/penlight openings.
d) Microphone tabs on each shoulder.
e) Fully Adjustable waist.
f) "Break Away" shoulder and side access.

# E.) HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

## CUSTOMIZATION:

a) Sheriff lettering in Schotchlite on front and back vest.
b) Badge tab.

## STANDARD SIZE RANGE:

Unisex sizing:

a) Regular: SM – M
b) L – XL
c) 2XL – 6XL

## MEASUREMENTS:

Regular Length Size: L – XL

a) Center Front: 21.625
b) Center Back: 28.5
c) Across Chest: 18.5
d) Across Back: 19.5

## 17) LONG SLEEVE SHIRT COLOR: SILVER TAN

### SHELL FABRIC

10.25-10.75 oz. per linear yard plain weave, 2-ply warp, single-ply filling, 75% Dacron polyester / 25% worsted wool with 10-12% mechanical filling stretch. Machine washable and dry cleanable worsted wool blend provides user comfort, uniform appearance, durability, and easy care. (Color: see specified garment color)

### TRIM

Lining: 100% Polyester Satin or 100% Polyester Taffeta
Interlining: Small Parts: 100% polyester, Front Placket: 50% Polyester 50% Cotton
Hook and loop: Woven Nylon base
Buttons: melamine, 20 ligne, matching shell fabric

### DESIGN AND CONSTRUCTION

Long sleeve uniform shirt
5 crease military style with permanent silicone adhesive creases
Top fused, banded dress collar
Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure
Collar stand and yoke lined with polyester taffeta or satin
2 button adjustable cuffs
Epaulets
Badge eyelets with internal support strap
Extra long shirt tails

### *CUSTOMIZATION*

### EMBLEMS

The department patch must be of the same design and color scheme currently in use by the Hidalgo County Sheriff's Department. The oval patches have gold lettering and trim on a dark brown background and is placed on both sides of the upper arm areas. **The bidders are encouraged to attend the pre-bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).**
Name Tab
Zipper Front
Metal Buttons on epaulets and pocket flaps

### SHOULDER STRAPS

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The strap is a piggyback design of dark brown atop gold. The gold measures 2" in width. The dark brown sits atop with a width of 1.875". The gold should show only 0.0625" on both sides of the strap. The Brown and Gold material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department

### STANDARD SIZE RANGE

**Men's:**
Body Length Regular: Sleeve Length: 32 sizes 14.5-17
Body Length Regular: Sleeve Length: 33 sizes 14.5-18.5
Body Length Regular: Sleeve Length: 34 sizes 15.5-18.5
Body Length Regular: Sleeve Length: 35 sizes 15.5-19.5
Body Length Tall: Sleeve Length: 37 sizes 16.5-19.5
**Women's:** Regular Length: even sizes 32 – 46

Optional Sizes - Men's Short Sleeve and Long Sleeve shirts must be available in Size 20 and 22 if requested.

### MEASUREMENTS

**Men's:** Regular Length: Size 16.5:
Neck 17 (plus or minus 0.5 inches)
1/2 Chest: 25.25 (plus or minus 0.75 inches)
Back Length: 32.5 (plus or minus 0.5 inches)

**Women's:** Regular Length: Size 38
Neck 15.5 (plus or minus 0.5 inches)
1/2 Chest: 22 (plus or minus 0.75 inches)
Back Length: 28.5 (plus or minus 0.5 inches)

# E.) HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

## 18) SHORT SLEEVE SHIRT COLOR: SILVER TAN

### SHELL FABRIC

10.25-10.75 oz. per linear yard plain weave, 2-ply warp, single-ply filling, 75% Dacron polyester / 25% worsted wool with 10-12% mechanical filling stretch. Machine washable and dry cleanable worsted wool blend provides user comfort, uniform appearance, durability, and easy care. (Color: see specified garment color)

### TRIM

Lining: 100% Polyester Satin or 100% Polyester Taffeta
Interlining: Small Parts: 100% polyester, Front Placket: 50% Polyester 50% Cotton
Hook and loop: Woven Nylon base
Buttons: melamine, 20 ligne, matching shell fabric

### DESIGN AND CONSTRUCTION

Short sleeve uniform shirt
5 crease military style with permanent silicone adhesive creases
Top fused, convertible sport collar
Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure
Back collar and yoke lined with polyester taffeta or satin
Epaulets
Badge eyelets with internal support strap
Extra long shirt tails

### CUSTOMIZATION

Emblems - The department patch must be of the same design and color scheme currently in use by the Hidalgo County Sheriff's Department. The patch has gold lettering and trim on a dark brown background. Bidders are encouraged to attend the pre bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).
Name Tab
Zipper Front
Metal Buttons on epaulets and pocket flaps
Shoulder Straps - The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The strap is a piggyback design of dark brown atop gold. The gold measures 2" in width. The dark brown sits atop with a width of 1.875". The gold should show only 0.0625" on both sides of the strap. The Brown and Gold material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department

### STANDARD SIZE RANGE

Men's: Regular Body: 14.5-19.5
Women's: Regular Length: even sizes 32 – 46
Optional Sizing - Men's Short Sleeve and Long Sleeve shirts must be available in Size 20 and 22 if requested.

### MEASUREMENTS

**Men's:** Regular Length: Size 16.5:
Neck 17 (plus or minus 0.5 inches)
1/2 Chest: 25.25 (plus or minus 0.75 inches)
Back Length: 32.5 (plus or minus 0.5 inches)
**Women's:** Regular Length: Size 38
Neck 15.5 (plus or minus 0.5 inches)
**1/2 Chest: 22 (plus or minus 0.75** inches)
Back Length: 28.5 (plus or minus 0.5 inches)

## 19) FOUR POCKET TROUSER COLOR: SILVER TAN

### SHELL FABRIC

14.0- 14.5 oz. per linear yard serge weave 75% Dacron polyester / 25% worsted wool with10 - 12% mechanical filling stretch. Machine washable and dry cleanable worsted wool blend provides user comfort, uniform appearance, durability, and easy care. (Color: see specified garment color)

### TRIM

Pocketing: 50/50 polyester cotton twill, not less than 4.1 oz. Sq. yd
Interlining: polyester non-woven.
Binding: polyester/cotton bias cut.
Waistband: polyester, spandex, nylon blend with double strip of silicone shirt grip.
Stretch edge control.
Fly zipper: nylon coil #5 with auto lock slider.
Hook and eyes: nickel-plated.
Buttons: melamine, 22 ligne, matching shell fabric.

### DESIGN AND CONSTRUCTION

Front quarter pockets and inverted double cord hip pockets with button tabs.
All pocket secured with bartacks.
Wide stretch waistband with fly tab.
Interlined wide belt loops inserted in bottom of waistband and tacked at top.
Double hook and eye closure.
Quarter linings in front quarters.
Outlets in waistband (back) and thigh inseam.
Tandem needle seat seam.
Seat, inseam, and out seams pressed open.
10-12 stitches per inch (all seams).
Permanent silicone adhesive creases front and back.

# E.) HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

## CUSTOMIZATION

Windproof breathable liner.
Striping - Stripe will be attached to the side of the pant. The stripe will start at the bottom seam of the pocket and run the length of the pant. The stripe has an overall width of 0.75". The stripe is a piggyback design of dark brown atop gold. The dark brown portion should be no wider than 0.5" and the gold should be 0.75" in total width with only 0.125 of an inch showing on either side of the dark brown. The Brown and Gold material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department
Hemming.

## STANDARD SIZE RANGE

**Men's:** Regular Length: even waist sizes 28 - 54; odd sizes 31 - 39
**Women's**: Regular Length: even dress sizes 6 – 24
Optional Sizes - Trouser sizes for men must be available from 48 to 54 in addition to what was specified. Pants must be available in long stride if requested.

## MEASUREMENTS

**Men's:** Regular Length: Waist Size 36:
1/2 Waist: 18 (plus 0.25 inch)
Seat: 24 (plus or minus 0.25 inches)
1/2 Knee 10.875 (plus or minus 0.25 inches)
1/2 Bottom Leg 8.75 (plus or minus 0.25 inches)
Inseam: 37 (plus or minus 0.50 inches)
Out seam: 46.25 (plus or minus 0.50 inches)
Front Rise: 10.375 (plus or minus 0.25 inches)
Back Rise: 16.875 (plus or minus 0.25 inches)

**Women's:** Regular Length: Dress Size 12
1/2 Waist: 15.25 (plus 0.25 inch)
Seat: 22.625 (plus or minus 0.25 inches)
1/2 Knee 10.125 (plus or minus 0.25 inches)
1/2 Bottom Leg 8.5 (plus or minus 0.25 inches)
Inseam: 35.875 (plus or minus 0.50 inches)
Out seam: 45.875 (plus or minus 0.50 inches)
Front Rise: 11.625 (plus or minus 0.25 inches)
Back Rise: 15 .25 (plus or minus 0.25 inches)

## 20) TACTICAL OUTERSHELL POINT BLANK R 20 D (equal or better)

Carrier is designed to be worn externally to other clothing and shall not only provide a means of wearing armor but also provide a load carrying capabilities. The exterior of the garment **shall provide removable identity both front and back.** Identity shall be three (3) inches high and read "POLICE/SHERIFF" lettering. The front of the carrier shall provide five pockets to carry equipment such as, but not limited to, mini flash lights, side arm magazines, handcuffs and communication equipment. Two web shoulder straps, one on each shoulder shall provide a location to attach communication equipment or badges. The interior shall provide a means of ballistic panels within the carrier. A cummerbund shall be adjustable and close at the front. Side closure shall be accomplished with a combination elastic and Velcro system.

Rear (Back) lettering panel combination of lettering must be 3 to 5" lettering in two rows.

### OPTIONS

Yellow/White "Police" Identity
Yellow/White "Sheriff" Identity
Or any other combination wording

### SIZES

Small to 6 x-large

**Note: Vest must meet all requirements of NIJ Standard 0104.04.**

### MATERIAL

- Hook and pile fastner tapes shall conform to the requirements of the Velcro manufacture, style h88 and 11000 (equal or better).
- The outer shell material shall be 420 denier nylon with a water repellant urethane coating.
- The elastic for the side closures straps shall be approximately eight (8) inches wide and of good commercial quality.

### COLOR

Color shall be navy, black, camouflage and or dark green.

## 21) COLD WEATHER (WATERPROOF/BREATHABLE) JACKETS ( FORCE 10 JACKET) equal of better

Waist length duty jacket with weatherproof windproof/waterproof/breathable system, zipper front, zipper fly, pleated two-way pockets, adjustable cuffs, shirt collar style, and zippered side vents with elasticized side tabs. Removable thermal liner. Color in Navy or Brown.

### *FABRIC/MATERIALS*

### OUTER SHELL:

Extreme all weather laminate technology fabric. Two layer laminated construction with 3-ply Supplex Supreme face fabric. 100% nylon Supplex 70 denier in the warp and in the filling, plain weave, 3-ply thread construction.
The fabric shall have a minimum non-coated weight of 3.5 ounces per square yard with a thread count of 154 in the warp and 62 in the filling (+/- 10%). The fabric shall have a good color fastness and crocking.
The fabric shall have to maintain a Mullens Hydrostatic rating of 75 psi during the five (5) year guaranteed life of the jacket. Any jacket tested by the Equipment Services Section that falls to remain at 75 psi shall be repaired or replaced by the vendor at the vendor's expense.

### LINING FABRIC:

Black nylon taffeta lining. Plain weave, 70-denier nylon type 66 continuous filament yarns with 34 filaments, melting point 455 degree Fahrenheit. The fabric shall have a minimum weight of 1.80-ounces/sq. yard with a thread count of 104 in the warp and 86 in the filling (+/- 2%). The fabric shall have good color fastness and crocking.
Breaking Strength: Warp 125 lbs., Filling 85 lbs (+/- 5%)

Tear Strength: Warp 3.5 lbs., Filling 2.1 lbs (+/- 5%)
Shrinkage: Warp 2%, Filling 2%.

**REMOVABLE LINER:**
The face of the removable liner shall be 100% nylon taffeta and the inner side shall be 100% nylon tricot, both color black. The thermal batting is to be 7.5-ounce polyester fiber. The stitch pattern is the be 6" diamond.

**INTERLINING:**
White Pellon C-39

**KNITTING:**
100% nylon stretch knit, continuous filament yarn 400 denier, with a minimum of 16 wales and 32 courses, rating to light, perspiration and wet/dry cleaning to be a minimum of 4. Wristlet 3 x 6.

**FLEECE POCKETING:**
Black, fleece.

**FASTENERS:**
All fasteners shall be as follows or equivalent:
Zippers:
Front zipper, #8, Delrin with 2 sliders.
Liner zipper, #5, Delrin with 1 slider.
Pocket zipper, #2, coil with 1 slider.
Side zipper, #6, coil with 1 slider.
Sleeve zipper, #2, coil with 1 slider.

**SNAPS:**
The snaps shall 24 linger universal prong snaps that have been oxidized to prevent rusting.

**EYELETS:**
Black, meta, small.

**THREAD:**
All thread shall be polyester thread with a wrap with thirty (30) strength in a fifty (50) size or better.

**SEAM TAPE:**
Composite seam sealing tape that is compatible to the composite fabric, 7/8" wide.
Elastic:
Natural color, 1 ½" Bi-swing.
Natural color, 2" Waistband.
Natural Color, 1" Cuff.

**BINDING:**
Black, 1- ¾" wide, nylon bias.

**VELCRO:**
Black, 5/8"wide hook & loop.

**METAL BUTTONS:**
24 Ligne.

**BUTTON RINGS:**
Silver rings.

***DESIGN FEATURES:***

**FRONT:**
There is to be a front zipper that shall run from the bottom of the jacket to the neck collar seam with a two-way zipper. Under the zipper and offset on the facing shall be a 1-1/2" wide zipper fly, which runs the full length of the front to stop water and other liquids. There shall be a two-way compartment pleated pockets that shall be placed 2" above the waistband. There shall be a badge holder above the left flap, made of shell fabric with two small black metal eyelets set 1-1/8" apart. The holder is to be 1" by 2-1/4", centered over the pocket flap, at chest height.

**POCKETS:**
Pockets to measure 7-1/2" wide by 8" deep; leat to measure 1-1/2". Muff pockets shall be formed under each pocket with a 5-3/4" opening on the sleeve side. Pockets are to close with scalloped flaps that measure 2-1/2" at the points and 3-3/8" at the center. Flaps are to be held down with Velcro loops at the flap corners. 24 ligne metal buttons to be attached with rings at the center point through a buttonhole. A separate pencil pocket shall open between the left flap and pocket.

**COLLAR:**
The collar is to be cut in a shirt collar style with a collar stand. The collar is to measure 3-1/2" at the points and 4" at the center. Collar to be interlined but not zigzag stitched. There shall be a hanger made out of the outer shell fabric that is set at the center of the neck collar seam.

**BACK DESIGN:**
The back shall be a plain full cut back with an elasticized waistband that extends to the zippered side vents. The front waistbands shall have a plain section 5" from the front zipper and shirred with elastic to the zippered side vents. The waistband shall measure 2-1/2" wide.

**SLEEVES:**
The sleeves shall be a one-piece design with elasticized adjustable cuffs.

**ADJUSTABLE CUFFS:**
The cuff shall be a one-piece design made out of self-material and shall measure 1-3/4" wide. The top half of the cuffs shall have a heavy-duty 1-1/2" wide elastic stretched and sewn with double needle stitch. There shall be cuff tabs that measure1-1/4" wide and taper to ¾" wide, 3-1/2" long with a large snap (male portion).

There shall be two large snaps (female partition) set 2" apart for cuff adjustments.

**EPAULETS:**

There shall be epaulets set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be cross-stitched and shall have a buttonhole. The epaulets are to measure 2-1/4" at the shoulders and 2" at the points. The epaulets shall be interlined. The epaulets shall be back tacked to the shoulder neck seam. The epaulets are to fasten with a 24-ligne metal button with a button ring through the buttonhole.

**SIDE VENTS:**

The zippered side vents are to be finished with a coil #6 size 10" long zipper with a reversible slider. There shall be side tabs made out of the self-material set to the bottom back vent, which will be elasticized with a 1" elastic. The side tab shall have a snap (male portion) and shall snap across the bottom vent of the waistband with a snap (female portion) set on the front and back of the zippered side vent. The side tab shall measure 1" by 3" long.

**LINING:**

The jacket is to be fully lined with nylon taffeta. There is to be a patch pocket made out of the outer shell fabric placed on the left side. It is to have a 6" zipper opening and to measure 7" x 7-1/2". The lining sleeves shall be a one-piece design with a sleeve zipper to allow emblems and embroidery applied without affecting water-proofness and contamination. There shall be a shell reinforcement panel sewn into the neck seam to secure the liner with a 24 ligne snap. The panel shall measure approximately 4" in width and in length. This panel shall also have the brand label and the permanent size labels sewn on.

**FACINGS:**

The facings are to be made out of outer shell fabric. The facings are to measure approximately 1-1/4" wide and shall be as long as the front length, not including the waistband. The liner attaching zippers are to be placed on the facings.

**REMOVABLE LINER:**

The removable thermal liner is to have a body and sleeve insulation. The cuffs are to be held in place with metal snaps. In the neck area there will be a black knit collar and a large metal snap. The liner will be attached to the jacket with #5 delrin zippers, 18" long, set on the front facings. Under the armholes will be a 4" by 12" knit gussets for movements. There shall be knit wristlets and large metal snaps at the cuff area for attachment. There will be 5-3/4" vents at the bottom of the seams. The quilt parts will be bound with 1-3/4" black nylon bias binding. There shall be one patch pocket on the left side.

**LABELS:**

Each jacket shall have a permanent brand label, a care instruction label, ID label and permanent size labels.

***CUSTOMIZATION:***

**EMBLEMS**

The department patch must be of the same design and color scheme currently in use by the Hidalgo County Sheriff's Department. The patch has gold lettering and trim on a dark brown background. The bidders are encouraged to attend the pre-bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).
Name Tab
Zipper Front
Metal Buttons on epaulets and pocket flaps

**SHOULDER STRAPS**

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The strap is a piggyback design of dark brown atop gold. The gold measures 2" in width. The dark brown sits atop with a width of 1.875". The gold should show only 0.0625" on both sides of the strap. The Brown and Gold material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department

***MEASUREMENTS***

**SIZING:**

The manufacturer shall be capable of providing all sizes for men and women. Including any special size requirements. The manufacturer shall have a company representative or authorized dealer available to assist with the fittings of the garments at no additional cost.
The following sizes have been established.

Size Chart:

| SIZE | FINISHED CHEST | BACK LENGTH | SLEEVE INSEAM |
|---|---|---|---|
| SMALL (36-38) | 48 | 26 | 20 |
| MEDIUM (40-42) | 52 | 26 | 20 |
| LARGE (44-46) | 56 | 26 | 20 |
| X-LARGE (48-50) | 60 | 26 | 20 |
| XX-LARGE (52-54) | 64 | 26 | 20 |
| XXX-LARGE (56-58) | 68 | 26 | 20 |
| XXXX-LARGE (60-62) | 72 | 26 | 20 |
| TOLERANCES | +/- 1" | +/- 1/2" | +/- 1/2" |
| LONG LENGTH | +/- 1" | + 1" | + 1" |
| X-LONG LENGTH | +/- 1" | + 2" | + 2" |

## 22) TACTICAL PANTS (5.11 Tactical 74251) equal or better

**FABRIC**

100 % Cotton Tactical Canvas, 8.5 oz , 73x40/10x10, Pant weight

**POCKETING**

80% Polyester 20% Cotton T/C, tightly woven poplin

**SIZE**

Pants must be available in Regular, Short, Long and X-Large Long. from stock (28 – 60)

# E.) HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

**COLOR**
Charcoal, Brown, Black, Coyote Brown, Grey, OD Green Khaki, Tundra, Walnut, Fire Navy, Sage.

**FEATURES & BENEFITS**
Self adjusting action waist with elastic sides; 7 belt loops and a D0Ring; Deep front pockets; cargo pockets with flaps; phone pocket on right front, Large open-top back pockets, and a tool strap on right back. The pants have double knees of self fabric, removable 6mm Neoprene knee pad inserts; and a double seat of self fabric. Bottom hems have openings for draw cords.

**POCKETS**
- Front pocket openings have self fabric facings and extra reinforcements on knife clippings area. Pocket openings are firmly bar tacked on both ends. Pocket bags are made of durable Poly/Cotton blend and they are extra deep. Pocket bags are finished clean inside the paint and double stitched for heavy duty.
- Cargo pockets have large flaps and Velcro closure.
- Knife or cell phone pocket is lined with extra durable Cordura Nylon. The pocket has gussets on sides and a large flap with Velcro closure; it accommodates a phone.
- Back Pockets are formed of self fabric. They are extra large with large open top. The top has Velcro closure. Opening has extra reinforcement on the side seam side; both ends are firmly cross-bar tacked.

**SEAMS & STITCHING**
- Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.
- Top stitching are non-raveling lock stitching. Side seams, seat seam and front rise have two-needle top stitching. Crotch point is bar tacked. Fly outline, had pocket openings, all pocket flaps, knee patches and seat patch have double needle top stitching. Cargo pockets are attached with double needle top stitching. Belt loops are bar tacked on all corners. Cargo pocket openings are bar tacked and flaps are cross bar tacked. Back pocket openings are cross bar tacked. All Velcro pieces are attached with box stitching

**LABELS**
The woven logo label, care label, size label, country of origin label and fiber content are permanently attached to the pants.

**CLOSURES**
Closures are high quality, proven brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is metallic PRYM snaps with extra strong grip. Inside fly button is cross tacked.

## 23) TIES

Polyester 3" clip-on Tie
Color: Brown 5
Sizes:
3.0" x 18" – Men's Regular
3.0" x 20" – Men's Long
For 22" Length 3.5" Clip-on Tie
- Pre-tied clip-on tie
- 100% Polyester – tropical weave
- Black metal clip
- Packed 6 ties per bag

## 24) EMBLEM/PATCH CUSTOMIZATION

**EMBLEM/PATCH CUSTOMIZATION:**
Upon any emblem/patch customization to include size, shape, color and application change, vendor must be able to provide different digital variations to all county wide agencies. Vendor will provide a digital sample for pre-approval. Vendor will provide pricing per emblem/patch on bulk ranging from 0 to 100, 101 to 200 and 201 to 300. A sample patch/emblem is provided before order is processed for color and customization verification. Pricing will also be considered with various applications of Velcro which will be sewn onto the patch/emblem upon request.

## 25) SHORT SLEEVE SHIRT

**SHELL FABRIC**
5.21 ounce/sq plain weave, 100 % polyester, machine washable and dry cleanable polyester provides user comfort, uniform appearance, durability, and easy care. Breathable 4 way stretch, 5.5 ounce nylon with lycra mesh technical knit with high abrasion, pill resistance and anti-microbial finish. (Color: see specified garment color)

**COLOR:**
White and/or color upon request

**TRIM**
Lining: 100% Polyester Satin or 100% Polyester Taffeta
Interlining: Small Parts: 100% polyester, Front Placket: 50% Polyester 50% Cotton
Hook and loop: Woven Nylon base
Buttons: melamine, 20 ligne, matching shell fabric

**DESIGN AND CONSTRUCTION**
Short sleeve uniform shirt with shaped stretch side panels continuing under arms for improved fit, axon integration system, and hidden reflective pull downs. Axon pockets and electronic wire pass-throughs under pockets, in fronts, behind collar, and on side panels above radio. 5 crease military style with permanent silicone adhesive creases Convertible dress collar Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure, (2) napoleon style pocket openings beneath the upper pleated pockets with 4 way stretch mesh inner pockets. Yoke lined with polyester taffeta or satin, center positioned mic tab. Scotchlite reflective on top edge of front pockets and secured under rear collar and Scotchlite reflective stripes under sleeve hems. Epaulets Badge eyelets with internal support strap

**CUSTOMIZATION**
Emblems - The department patch must be of the same design and color scheme currently in use by the Hidalgo County Sheriff's Department. The patch has gold lettering and red trim on a dark brown background. Bidders are encouraged to attend the pre bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).
Name Tab
Zipper Front
Metal Buttons on epaulets and pocket flaps

# E.) HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

**SHOULDER STRAPS**

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The strap is a piggyback design of dark brown atop red. The red measures 2" in width. The dark brown sits atop with a width of 1.875". The red should show only 0.0625" on both sides of the strap. The Brown and Red material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department

**STANDARD SIZE RANGE**

Men's: Regular Body: 14.5-19.5
Women's: Regular Length: even sizes 32 – 46
Optional Sizing - Men's Short Sleeve and Long Sleeve shirts must be available in Size 20 and 22 if requested.

**MEASUREMENTS**

Men's: Regular Length: Size 16.5:
Neck 17 (plus or minus 0.5 inches)
1/2 Chest: 25.25 (plus or minus 0.75 inches)
Back Length: 32.5 (plus or minus 0.5 inches)
Women's: Regular Length: Size 38
Neck 15.5 (plus or minus 0.5 inches)
1/2 Chest: 22 (plus or minus 0.75 inches)
Back Length: 28.5 (plus or minus 0.5 inches)

## 26) LONG SLEEVE SHIRT

**COLOR**

White and/or color upon request

**SHELL FABRIC**

5.21 ounce/sq plain weave, 100 % polyester, machine washable and dry cleanable polyester provides user comfort, uniform appearance, durability, and easy care. Breathable 4 way stretch, 5.5 ounce nylon with lycra mesh technical knit with high abrasion, pill resistance and anti-microbial finish. (Color: see specified garment color)

**TRIM**

Lining: 100% Polyester Satin or 100% Polyester Taffeta
Interlining: Small Parts: 100% polyester, Front Placket: 50% Polyester 50% Cotton
Hook and loop: Woven Nylon base
Buttons: melamine, 20 ligne, matching shell fabric

**DESIGN AND CONSTRUCTION**

Long sleeve uniform shirt with shaped stretch side panels continuing under arms for improved fit, axon integration system, and hidden reflective pull downs.
Axon pockets and electronic wire pass-throughs under pockets, in fronts, behind collar, and on side panels above radio.
5 crease military style with permanent silicone adhesive creases
Convertible dress collar
Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure, (2) napoleon style pocket openings beneath the upper pleated pockets with 4 way stretch mesh inner pockets.
Yoke lined with polyester taffeta or satin, center positioned mic tab.
Scotchlite reflective on top edge of front pockets and secured under rear collar and scotchlite reflective stripes under sleeve hems.
2 button adjustable cuffs
Extra long shirt tails
Epaulets
Badge eyelets with internal support strap

**CUSTOMIZATION**

Emblems - The department patch must be of the same design and color scheme currently in use by the Hidalgo County Sheriff's Department. The patch has gold lettering and red trim on a dark brown background. Bidders are encouraged to attend the pre bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).
Name Tab
Zipper Front
Metal Buttons on epaulets and pocket flaps
Shoulder Straps - The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The strap is a piggyback design of dark brown atop red. The red measures 2" in width. The dark brown sits atop with a width of 1.875". The red should show only 0.0625" on both sides of the strap. The Brown and Red material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department

**STANDARD SIZE RANGE**

Men's: Regular Body: 14.5-19.5
Women's: Regular Length: even sizes 32 – 46
For both Men's and Women's sleeve lengths from (30-31), (32-33), (34-35) and (36-37)
Optional Sizing - Men's Short Sleeve and Long Sleeve shirts must be available in Size 20 and 22 if requested.

**MEASUREMENTS**

Men's: Regular Length: Size 16.5:
Neck 17 (plus or minus 0.5 inches)
1/2 Chest: 25.25 (plus or minus 0.75 inches)
Back Length: 32.5 (plus or minus 0.5 inches)
Women's: Regular Length: Size 38
Neck 15.5 (plus or minus 0.5 inches)
1/2 Chest: 22 (plus or minus 0.75 inches)
Back Length: 28.5 (plus or minus 0.5 inches)

# E.) HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

## 27) SIX POCKET TROUSER

**SHELL FABRIC**

14.0- 14.5 oz. per linear yard serge weave 75% Dacron polyester / 25% worsted wool with10 - 12% mechanical filling stretch. Machine washable and dry cleanable worsted wool blend provides user comfort, uniform appearance, durability, and easy care. (Color: see specified garment color)

**TRIM**

Pocketing: 50/50 polyester cotton twill, not less than 4.1 oz. Sq. yd
Interlining: polyester non-woven.
Binding: polyester/cotton bias cut.
Waistband: polyester, spandex, nylon blend with double strip of silicone shirt grip.
Stretch edge control.
Fly zipper: nylon coil #5 with auto lock slider.
Hook and eyes: nickel-plated.
Buttons: melamine, 22 ligne, matching shell fabric.

**COLOR:** Brown

**DESIGN AND CONSTRUCTION**

Front quarter pockets and inverted double cord hip pockets with button tabs.
All pocket secured with bar tacks.
Side cut-in zippered pockets
Stretch waistband with fly tab (men's only).
Interlined wide belt loops inserted in bottom of waistband and tacked at top.
Double hook and eye closure.
Quarter linings in front quarters.
Outlets in waistband (back) and thigh inseam.
Tandem needle seat seam.
Seat, inseam, and out seams pressed open.
10-12 stitches per inch (all seams).
Permanent silicone adhesive creases front and back.

**CUSTOMIZATION**

Windproof breathable liner. Striping - Stripe will be attached to the side of the pant. The stripe will start at the bottom seam of the pocket and run the length of the pant. The stripe has an overall width of 0.75". The stripe is a piggyback design of dark brown atop red. The dark brown portion should be no wider than 0.5" and the red should be 0.75" in total width with only 0.125 of an inch showing on either side of the dark brown. The Brown and Red material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department Hemming.

**STANDARD SIZE RANGE**

Men's: Regular Length: even waist sizes 28 - 58; odd sizes 31 - 39
Women's: Regular Length: even dress sizes 6 – 24
Optional Sizes - Trouser sizes for men must be available from 48 to 58 in addition to what was specified. Pants must be available in long stride if requested.

**MEASUREMENTS**

Men's: Regular Length: Waist Size 36:
1/2 Waist: 18.5 (plus 0.25 inch)
Seat: 24 (plus or minus 0.25 inches)
1/2 Knee 10.875 (plus or minus 0.25 inches)
1/2 Bottom Leg 8.75 (plus or minus 0.25 inches)
Inseam: 37 (plus or minus 0.50 inches)
Out seam: 47 (plus or minus 0.50 inches)
Front Rise: 10.5 (plus or minus 0.25 inches)
Back Rise: 15. (plus or minus 0.25 inches)

Women's: Regular Length: Dress Size 12
1/2 Waist: 18 (plus 0.25 inch)
Seat: 22.625 (plus or minus 0.25 inches)
1/2 Knee 11 (plus or minus 0.25 inches)
1/2 Bottom Leg 8.5 (plus or minus 0.25 inches)
Inseam: 35.875 (plus or minus 0.50 inches)
Out seam: 45.875 (plus or minus 0.50 inches)
Front Rise: 9.375 (plus or minus 0.25 inches)
Back Rise: 14 (plus or minus 0.25 inches)

**ADDITIONAL CONDITIONS AND REQUIREMENTS:**

Further information required for this project can be addressed to, Sandra Montalvo Buyer, Hidalgo County Purchasing Department at (956) 318-2626 or e-mail: Sandra.montalvo@co.hidalgo.tx.us Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, JULY 03, 2013, at 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **Friday, JULY 05, 2013 at 5:00 P.M.**

# EXHIBIT "B"
## BID PAGE
### HIDALGO COUNTY
*"Purchase Of Uniforms And Accessories For Hidalgo County Law Enforcement Agencies"*
**BID NO: 2013-088-07-10-SMA**

**NIGP COMMODITY CODES**
**200-85 UNIFORMS, Blended Fabric, 200-86 uniforms, cotton,**
**200-87-UNIFORMS, synthetic fabric,**
**200-88 UNIFORMS, WOOL & WOOLEN BLENDS**
**200-92-WORK CLOTHES,**
**201-37-EMBLEMS, BRAIDS, BUTTONS, & PATCHES (for caps and uniforms)(including chevrons, epaulettes & shoulder boards)**

**The bid price should include the patches/embroidery attached to uniforms/clothing and any other additional cost.**

**Bidder must thoroughly fill in each section of the Bid Page (Exhibit "B"). INCOMPLETE submittals will be considered a probable cause for disqualification.**

| | Description of Items or (Equivalent) | Manufacturer | Style No. | Price | |
|---|---|---|---|---|---|
| **A.) CONSTABLE PCT. NO. 1** | | | | | |
| 1. | **SHIRTS -SHORT SLEEVE** (perfection uniforms 2300, 2340 zipper front) | | | Female | $ |
| | | | | Male | $ |
| 2. | **SHIRTS - LONG SLEEVE** (perfection uniforms 2000,2040 zipper front) | | | Female | $ |
| | | | | Male | $ |
| 3. | **TROUSERS** (perfection style 2600DN) | | | Female | $ |
| | | | | Male | $ |
| 4. | **SHORT SLEEVE SHIRT** (8713X Blauer Street Gear) | | | Female | $ |
| | | | | Male | $ |
| 5. | **TROUSERS** (8810X) side pocket | | | Female | $ |
| | | | | Male | $ |
| 6. | **SHIRTS- POLO SHORT SLEEVE** (5.11 Tactical 71048) | | | Female | $ |
| | | | | Male | $ |
| 7. | **PANTS-TACTICAL** (5.11 Tactical 74251) | | | Female | $ |
| | | | | Male | $ |
| 8. | **JACKETS** | | | $ | |
| 9. | **WINDBREAKER** | | | $ | |
| 10. | **RAINCOATS** | | | $ | |
| 11. | **PATCHES** | | | $ | |
| **B.) CONSTABLE PCT. NO. 2** | | | | | |
| 1. | **SHIRTS -SHORT SLEEVE** (perfection uniforms 2300, 2340 zipper front) | | | Female | $ |
| | | | | Male | $ |
| 2. | **SHIRTS- LONG SLEEVE** (perfection uniforms 2000,2040 zipper front) | | | Female | $ |
| | | | | Male | $ |
| 3. | **TROUSERS** (perfection style 2600ST) | | | Female | $ |
| | | | | Male | $ |
| 4. | **SHIRTS- SHORT SLEEVE** (8713X Blauer Street Gear) | | | Female | $ |
| | | | | Male | $ |
| 5. | **SHIRTS-POLO- SHORT SLEEVE** (5.11 Tactical 71048) | | | Female | $ |
| | | | | Male | $ |
| 6. | **PANTS--TACTICAL** (5.11 Tactical 74251) | | | Female | $ |
| | | | | Male | $ |
| 7. | **PANTS- BDU** | | | Female | $ |
| | | | | Male | $ |
| 8. | **JACKETS** | | | $ | |
| **C.) CONSTABLE PCT. NO. 3** | | | | | |
| 1. | **SHIRTS-SHORT SLEEVE** (perfection style 2340DN) | | | Female | $ |
| | | | | Male | $ |
| 2. | **SHIRTS-LONG SLEEVE** (perfection style 3000BN) | | | Female | $ |
| | | | | Male | $ |

| | | | | | |
|---|---|---|---|---|---|
| 3. | **TROUSERS-POLYESTER TWILL** (style X13506NS) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 4. | **PATROL JACKETS** | | | **$** | |
| 5. | **SHIRTS-POLO SHORT SLEEVE** (5.11 Tactical 71048) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 6. | **SHIRTS- PROFESSIONALPOLO SHORT SLEEVE** (5.11 Tactical #41060) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 7. | **PANTS-TACTICAL** (5.11 Tactical 74003) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 8. | **SHIRTS-SHORT SLEEVE TACTICAL** (Propper F531150) | | | **Female** | **$** |
| | | | | **Male** | **$** |

## D.) CONSTABLE PCT. NO. 4

| | | | | | |
|---|---|---|---|---|---|
| 1. | **SHIRTS- SHORT SLEEVE** (perfection uniforms 2300, 2340 zipper front) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 2. | **SHIRTS-LONG SLEEVE** (perfection uniforms 2000,2040 zipper front) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 3. | **TROUSERS** (flying cross by Fechheimer 38205) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 4. | **SHIRTS -SHORT SLEEVE** (8713X Blauer Street Gear) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 5. | **TROUSERS** (5.11 Tactical Twill PDU 74338 class A Twill) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 6. | **SHIRTS --POLO- SHORT SLEEVE** (5.11 Tactical 71048) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 7. | **PANTS --TACTICAL** (5.11 Tactical 74251) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 8. | **PANTS --TACLITE PRO** ( 74273) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 9. | **TIES** | | | **$** | |
| 10. | **COWBOY HATS** (STETSON FELT) | | | **$** | |
| 11. | **JACKETS** (TRAVIS MILLS #7450) | | | **$** | |

## E.) SHERIFF'S OFFICE

| | | | | | |
|---|---|---|---|---|---|
| **1.** | **RAINCOATS** (NEESE) | | | **$** | |
| **2.** | **GLOVES-**(Hatch )Frisk Master Fm 2000 | | | **$** | |
| **3.** | **COVERALLS-Personal Protection**(TYVEK) | | | **$** | |
| | **COVERALLS-Polypropylene Disposable Suit, Long Sleeve Shirt & Pants** | | | **coveralls** | **$** |
| | | | | **Shirt -Long Sleeve** | **$** |
| | | | | **Pants** | **$** |
| **4.** | **SHIRTS—SHORT & LONG SLEEVE Custodian & Maintenance Temporary Khaki shirts** (Dickies) | | | **Female Short sleeve** | **$** |
| | | | | **Female Long Sleeve** | **$** |
| | | | | **Male Short Sleeve** | **$** |
| | | | | **Male Long Sleeve** | **$** |
| **5.** | **PANTS—Traditional- work** (Dickies) | | | **$** | |
| **6.** | **PANTS-- Women's Flat Front** | | | **$** | |
| **7.** | **SCRUBS** (cargo ) | | | **Female Shirt** | **$** |
| | | | | **Female Pants** | **$** |
| | | | | **Male Shirt** | **$** |
| | | | | **Male Pants** | **$** |
| **8.** | **RAIN BOOTS (Norcross Servus 18822-9)** | | | **Female Boots** | **$** |
| | | | | **Male Boots** | **$** |

| | | | | | |
|---|---|---|---|---|---|
| 9. | **WATERPROOF SAFETY TOE BOOT** | | | **Female Boots** | **$** |
| | | | | **Male Boots** | **$** |
| 10. | **WATERPROOF SAFETY TOE SHOE** | | | **Female Shoe** | **$** |
| | | | | Male Shoe | **$** |
| 11. | **PANTS --BDU's** (Battle Dress Uniforms) | | | Female | **$** |
| | | | | Male | **$** |
| 12. | **SHIRTS --BDU 's** (Battle Dress Uniforms) | | | Female | **$** |
| | | | | Male | **$** |
| 13. | **SHIRTS--BDU's S.E.R.T. OFFICER** (Battle Dress Uniforms) | | | Female | **$** |
| | | | | Male | **$** |
| 14. | **BDU's SHIRT** (Battle Dress Uniforms) -PROPER (Ripstop Material)<br>Option 1: FOUR (4) BELOW STYLE POCKETS<br>Option 2: TWO (2) STYLE POCKETS | | | OPT 1 -Female | **$** |
| | | | | OPT 1 -Male | **$** |
| | | | | OPT 2 -Female | **$** |
| | | | | OPT 2 -Male | **$** |
| 15. | **INVESTIGATOR RAID JACKETS** | | | OPT 1 | |
| | | | | OPT 2 | |
| 16. | **SAFETY VESTS - Break-Away High Visibility** | | | **$** | |
| 17. | **SHIRTS-- LONG SLEEVE** | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 18. | **SHIRTS--SHORT SLEEVE** | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 19. | **TROUSERS (Four Pocket)** | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 20. | **TACTICAL OUTERSHELL**(Point Blank R20D) | | | **$** | |
| 21. | **COLD WEATHER JACKETS** (Force 10 Jacket) | | | **$** | |
| 22. | **PANTS--TACTICAL** (5.11 Tactical 74251) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 23. | **TIES** | | | **$** | |
| 24. | **EMBLEM/PATCH CUSTOMIZATION** | | | **1-100** | **$** |
| | | | | **101-200** | **$** |
| | | | | **201-300** | **$** |
| 25. | **SHIRTS-SHORT SLEEVE** | | | **female** | **$** |
| | | | | **male** | **$** |
| 26. | **SHIRTS-LONG SLEEVE** | | | **female** | **$** |
| | | | | **male** | **$** |
| 27. | **TROUSER-SIX POCKET** | | | **female** | **$** |
| | | | | **male** | **$** |

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.

**COMPANY NAME:** _____

**ADDRESS:** _____

**CITY/STATE/ZIP:** _____

**PHONE NUMBER:** _____

**FAX NUMBER:** _____

**CELL NUMBER:** _____

**CONTACT PERSON:** _____

**E-MAIL ADDRESS:** _____

**AUTHORIZED SIGNATURE:** _____

**TITLE:** _____

**DATE:** _____

# 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 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.

**Revised 03/11/11**

# 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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ ☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER.<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PER & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP AGG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILIT .** | | | | 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**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**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.<br>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 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.

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
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 (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
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 05/29/2007

*(Copy of receipt and this form must be submitted with bid)*

# 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.:**

Revised12/14/06

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

---

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other _____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

---

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other_____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

---

Form **W-9**
(Rev. 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.

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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT “B”

TAB and BID PAGE

# AWARDED ITEMS TO:

# LONE STAR UNIFORMS INC.,

## Houston, Tx

***HIDALGO COUNTY***

***Purchase of Uniforms & Accessories for Hidalgo County Law Enforcement Agencies"***

BID NO.: 2013-088-07-24-SMA

**DESCRIPTION OF ITEMS**

## A.) CONSTABLE PCT. NO. 1

| | Description of Items or (Equivalent) | Manufacturer | Style No. | Price | |
|---|---|---|---|---|---|
| 1. | **SHIRTS –**(5.11 TACTICAL Pro SS 71175, 71175T) | 5.11 | 71175 | Female | **$ 49.50** |
| | | | | Male | **$ 49.50** |
| 2. | **SHIRTS –** (5.11 TACTICAL- Performance Polo 71049) | 5.11 | 71049 | Female | **$ 42.50** |
| | | | | Male | **$ 42.50** |
| 3. | **TROUSERS**-HORACE SMALL(HS2149) | Horace Small | HS2149 | Female | **$ 39.90** |
| | | | | Male | **$ 39.90** |
| 4. | **SHIRTS -SHORT SLEEVE** (8713X Blauer Street Gear) | Blauer | 8713X | Female | **$ 43.00** |
| | | | | Male | **$ 43.00** |
| 5. | **TROUSERS** (8810X) side pocket | Blauer | 8810X | Female | **$ 59.95** |
| | | | | Male | **$ 59.95** |
| 6. | **PANTS-TACTICAL** (5.11 Tactical 74273) | 5.11 | 74273 | Female | **$ 44.50** |
| | | | | Male | **$ 44.50** |
| 7. | **JACKETS** | Gerber | 70B1 | **$ 89.00** | |
| 8. | **WINDBREAKER** | Liberty | 560MNV | **$ 49.00** | |
| 9. | **PATCHES** | Premier | | **$ 2.00** | |

## B.) CONSTABLE PCT. NO. 2

| | | | | | |
|---|---|---|---|---|---|
| 1. | **SHIRTS – SHORT SLEEVE BLAUER-8900** | Blauer | 8900 | **Female** | **$ 59.00** |
| | | | | **Male** | **$ 59.00** |
| 2. | **SHIRTS- LONG SLEEVE -BLAUER-8910** | Blauer | 8910 | **Female** | **$ 53.00** |
| | | | | **Male** | **$ 53.00** |
| 3. | **TROUSERS**-HORACE SMALL (**HS2147**) | Horace Small | HS2147 | **Female** | **$ 39.90** |
| | | | | **Male** | **$ 39.90** |
| 4. | **SHIRTS- SHORT SLEEVE** (8713X Blauer Street Gear) | Blauer | 8713X | **Female** | **$ 43.00** |
| | | | | **Male** | **$ 43.00** |
| 5. | **PANTS--TACTICAL** (5.11 Tactical 74251) | 5.11 | 74251 | **Female** | **$ 44.50** |
| | | | | **Male** | **$ 44.50** |
| 6. | **JACKETS** | Gerber | 710516 | **$ 99.00** | |

## C.) CONSTABLE PCT. NO. 3

| | | | | | |
|---|---|---|---|---|---|
| 1. | **SHIRTS-SHORT SLEEVE HORACE SMALL** (Zipper Front HS1245) | Horace Small | HS1245 | **Female** | **$ 37.00** |
| | | | | **Male** | **$ 37.00** |
| 2. | **SHIRTS-LONG SLEEVE** HORACE SMALL (HS1145) | Horace Small | HS1145 | **Female** | **$ 40.00** |
| | | | | **Male** | **$ 40.00** |

| | | | | | |
|---|---|---|---|---|---|
| 3. | **TROUSERS-POLYESTER TWILL** (style X13506NS) | Horace Small | 13506NS | Female | $ 40.00 |
| | | | | Male | $ 40.00 |
| 4. | **TROUSERS-Horace Small** (HS2144) | Horace Small | HS2144 | Female | $ 39.90 |
| | | | | Male | $ 39.90 |
| 5. | **PATROL JACKETS** | Gerber | 710S/L | $ 99.00 | |
| 6. | **SHIRTS- PROFESSIONALPOLO SHORT SLEEVE** (5.11 Tactical #41060) | 5.11 | 41060 | Female | $ 37.00 |
| | | | | Male | $ 37.00 |
| 7. | **SHIRTS-HORACE SMALL LONG SLEEVE** (zipper front w/ metal button HS 1150) | Horace Small | HS1150 | Female | $ 40.00 |
| | | | | Male | $ 40.00 |
| 8. | **PANTS-TACTICAL** (5.11 Tactical 74003) | 5.11 | 74003 | Female | $ 41.00 |
| | | | | Male | $ 41.00 |

## D.) CONSTABLE PCT. NO. 4

| | | | | | |
|---|---|---|---|---|---|
| 1. | **SHIRTS-LONG SLEEVE (Elbeco Tex-Trop with Zipper)** | Elbeco | 2312 | Female | $ 39.90 |
| | | | | Male | $ 39.90 |
| 2. | **TROUSERS** (flying cross by Fechheimer 38205) | Fechheimer | 38205 | Female | $ 55.00 |
| | | | | Male | $ 55.00 |
| 3. | **SHIRTS -SHORT SLEEVE** (8713X Blauer Street Gear) | Blauer | 8713X | Female | $ 43.00 |
| | | | | Male | $ 43.00 |
| 4. | **TROUSERS** (5.11 Tactical Twill PDU 74338 class A Twill) | 5.11 | 74338 | Female | $ 42.00 |
| | | | | Male | $ 42.00 |
| 5. | **SHIRTS-5.11 Tactical -Performance Polo -71049** | 5.11 | 71049 | Female | $ 42.50 |
| | | | | Male | $ 42.50 |
| 6. | **PANTS --TACTICAL** (5.11 Tactical 74251) | 5.11 | 74251 | Female | $ 44.50 |
| | | | | Male | $ 44.50 |
| 7. | **PANTS --TACLITE PRO** ( 74273) | 5.11 | 74273 | Female | $ 44.50 |
| | | | | Male | $44.50 |
| 8. | **TIES** | Sam Broom | | $ 5.00 | |
| 9. | **JACKETS (BLAUER** #6120) | Blauer | 6120 | $120.00 | |

## E.) SHERIFF'S OFFICE

| | | | | | |
|---|---|---|---|---|---|
| 1. | **SHIRTS --BDU 's** (Battle Dress Uniforms) | Propper | F5452 | Female | $ 28.00 |
| | | | | Male | $ 28.00 |
| 2. | **SHIRTS--BDU's S.E.R.T. OFFICER** (Battle Dress Uniforms) | Propper | F5452 | Female | $ 28.00 |
| | | | | Male | $ 28.00 |
| 3. | **BDU's SHIRT** (Battle Dress Uniforms) -PROPPER (Ripstop Material)<br>Option 1: FOUR (4) BELOW STYLE POCKETS<br>Option 2: TWO (2) STYLE POCKETS | Propper | F5452 | OPT 1 - Female | $ 28.00 |
| | | | | OPT 1 - Male | $ 28.00 |
| | | | | OPT 2 - Female | $ 28.00 |
| | | | | OPT 2 - Male | $ 28.00 |
| 4. | **INVESTIGATOR RAID JACKETS** | Liberty | 560 | OPT 1 | $ 49.00 |
| | | | | OPT 2 | $ 59.00 |
| 5. | **SAFETY VESTS - Break-Away High Visibility** | Blauer | 3395 | $ 48.00 | |
| 6. | **SHIRTS-- LONG SLEEVE** | Blauer | 8450 | Female | $ 69.00 |
| | | | | Male | $ 69.00 |
| 7. | **SHIRTS--SHORT SLEEVE** | Blauer | 8460 | Female | $ 65.00 |
| | | | | Male | $ 65.00 |
| 8. | **TROUSERS (Four Pocket)** | Blauer | 8560 | Female | $ 74.00 |
| | | | | Male | $ 74.00 |
| 9. | **COLD WEATHER JACKETS** (Force 10 Jacket) | Gerber | 7105/L | $ 99.00 | |
| 10. | **PANTS--TACTICAL** (5.11 Tactical 74251) | 5.11 | 74251 | Female | $ 44.50 |
| | | | | Male | $ 44.50 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 11. | TIES | | Sam Broone | | $ 5.00 | |
| 12. | EMBLEM/PATCH CUSTOMIZATION | | Premier | ---------- | 1-100 | $ 3.90 |
| | | | | | 101-200 | $ 2.80 |
| | | | | | 201-300 | $ 2.00 |
| 13. | SHIRTS-SHORT SLEEVE | | Blauer | 8675 | female | $ 52.00 |
| | | | | | male | $ 52.00 |
| 14. | SHIRTS-LONG SLEEVE | | Blauer | 8670 | female | $ 55.00 |
| | | | | | male | $ 55.00 |
| 15. | TROUSER-SIX POCKET | | Blauer | 8567 | female | $ 84.00 |
| | | | | | male | $ 84.00 |
| 16. | DRESS BUTTONS FOR UNIFORMS | Premium Gold-STAR W/TEXAS | Waterbury | ---------- | 0-100 | $ 1.20 |
| | | | | | 101-200 | $ 1.10 |
| | | | | | 201-300 | $ 1.00 |
| | | Nickel Plated- STAR W/TEXAS | Waterbury | ---------- | 0-100 | $ 1.20 |
| | | | | | 101-200 | $ 1.10 |
| | | | | | 201-300 | $ 1.00 |
| | | Premium Gold-OLD ENGISH | Waterbury | ---------- | 0-100 | $ 1.20 |
| | | | | | 101-200 | $ 1.10 |
| | | | | | 201-300 | $ 1.00 |
| | | Nickel Plated- OLD ENGISH | Waterbury | ---------- | 0-100 | $ 1.20 |
| | | | | | 101-200 | $ 1.10 |
| | | | | | 201-300 | $ 1.00 |

OPENED
9:44
7-24-13
Witnessed

# Revised -EXHIBIT "B"

## BID PAGE

**HIDALGO COUNTY**

*"Purchase of Uniforms And Accessories For Hidalgo County Law Enforcement Agencies"*

**BID NO: 2013-088-07-10-SMA**

**NIGP COMMODITY CODES**

**200-85 UNIFORMS, Blended Fabric, 200-86 uniforms, cotton,**
**200-87-UNIFORMS, synthetic fabric,**
**200-88 UNIFORMS, WOOL & WOOLEN BLENDS**
**200-92-WORK CLOTHES,**
**201-37-EMBLEMS, BRAIDS, BUTTONS, & PATCHES (for caps and uniforms)(including chevrons, epaulettes & shoulder boards)**

**The bid price should include the patches/embroidery attached to uniforms/clothing and any other additional cost.**

**Bidder must thoroughly fill in each section of the Bid Page (Exhibit "B"). INCOMPLETE submittals will be considered a probable cause for disqualification.**

| A.) CONSTABLE PCT. NO. 1 | | | | | |
|---|---|---|---|---|---|
| | **Description of Items or** (Equivalent) | **Manufacturer** | **Style No.** | **Price** | |
| 1. | **SHIRTS** –(5.11 TACTICAL Pro SS 71175, 71175T) | 511 | 71175 | Female | $ 49.50 |
| | | | | Male | $ 49.50 |
| 2. | **SHIRTS** – (5.11 TACTICAL- Performance Polo 71049) | 511 | 71049 | Female | $ 42.50 |
| | | | | Male | $ 42.50 |
| 3. | **TROUSERS**-HORACE SMALL(HS2149) | HoraceSmall | HS2149 | Female | $ 39.90 |
| | | | | Male | $ 39.90 |
| 4. | **SHIRTS -SHORT SLEEVE** (8713X Blauer Street Gear) | Blauer | 8713X | Female | $ 43.00 |
| | | | | Male | $ 43.00 |
| 5. | **TROUSERS** (8810X) side pocket | BLAUER | 8810X | Female | $ 59.95 |
| | | | | Male | $ 59.95 |
| 6. | **SHIRTS- POLO SHORT SLEEVE** (5.11 Tactical 71048) | 511 | 71048 | Female | $ DISCONTINUED |
| | | | | Male | $ DISCONTINUED |
| 7. | **PANTS-TACTICAL** (5.11 Tactical 74273) | 511 | 74273 | Female | $ 44.50 |
| | | | | Male | $ 44.50 |
| 8. | **JACKETS** | GERBER | 7081 | $ 89.- | |
| 9. | **WINDBREAKER** | LIBERTY | 5600MN | $ 49.00 | |
| 10. | **RAINCOATS** | NO BID | — | $ — | |
| 11. | **PATCHES** | PREMIER | — | $ 2.00 | |
| **B.) CONSTABLE PCT. NO. 2** | | | | | |
| 1. | **SHIRTS – SHORT SLEEVE BLAUER-8900** | BLAUER | 8900 | Female | $ 59.00 |
| | | | | Male | $ 59.00 |
| 2. | **SHIRTS- LONG SLEEVE -BLAUER-8910** | BLAUER | 8910 | Female | $ 53.00 |
| | | | | Male | $ 53.00 |
| 3. | **TROUSERS**-HORACE SMALL **(HS2147)** | HoraceSmall | HS2147 | Female | $ 39.90 |
| | | | | Male | $ 39.90 |
| 4. | **SHIRTS- SHORT SLEEVE** (8713X Blauer Street Gear) | BLAUER | 8713X | Female | $ 43.00 |
| | | | | Male | $ 43.00 |
| 5. | **SHIRTS-POLO- SHORT SLEEVE** (5.11 Tactical 71048) | 511 | 71048 | Female | $ DISCONTINUED |
| | | | | Male | $ DISCONTINUED |
| 6. | **PANTS--TACTICAL** (5.11 Tactical 74251) | 511 | 74251 | Female | $ 44.50 |
| | | | | Male | $ 44.50 |
| 7. | **PANTS- BDU** | Propper | F5201 | Female | $ 28.00 |
| | | | | Male | $ 28.00 |
| 8. | **JACKETS** | GERBER | 7051L | $ 99.- | |
| **C.) CONSTABLE PCT. NO. 3** | | | | | |
| 1. | **SHIRTS-SHORT SLEEVE HORACE SMALL** (Zipper Front HS1245) | HoraceSmall | HS1245 | Female | $ 37.00 |
| | | | | Male | $ 37.00 |
| 2. | **SHIRTS-LONG SLEEVE** HORACE SMALL (HS1145) | " | HS1145 | Female | $ 40.00 |
| | | | | Male | $ 40.00 |

| | | | | | |
|---|---|---|---|---|---|
| 3. | **TROUSERS-POLYESTER TWILL** (style X13506NS) | " | 1350NS | Female | $ 40.00 |
| | | | | Male | $ 40.00 |
| 4. | **TROUSERS-Horace Small** (HS2144) | " | HS2144 | | 39.90 |
| 5. | **PATROL JACKETS** | Gerber | 7105/L | $ 99.- | |
| 6. | **SHIRTS-POLO SHORT SLEEVE** (5.11 Tactical 71048) | 511 | 71048 | Female | $ Discontinued |
| | | | | Male | $ Discontinued |
| 7. | **SHIRTS- PROFESSIONALPOLO SHORT SLEEVE** (5.11 Tactical #41060) | " | 41060 | Female | $ 37.00 |
| | | | | Male | $ 37.00 |
| 8. | **SHIRTS-HORACE SMALL LONG SLEEVE** (zipper front w/ metal button HS 1150) | Horace Small | HS1150 | Female | $ 40.00 |
| | | | | Male | $ 40.00 |
| 9. | **PANTS-TACTICAL** (5.11 Tactical 74003) | 511 | 74003 | Female | $ 41.00 |
| | | | | Male | $ 41.00 |
| 10. | **SHIRTS-SHORT SLEEVE TACTICAL** (Propper F531150) | Propper | F5311 | Female | $ 40.00 |
| | | | | Male | $ 40.00 |

OPENED 9:44 7-24-13 Witnessed

## D.) CONSTABLE PCT. NO. 4

| | | | | | |
|---|---|---|---|---|---|
| 1. | **SHIRTS-LONG SLEEVE (Elbeco Tex-Trop with Zipper)** | Elbeco | 2312 | Female | $ 37.90 |
| | | | | Male | $ 37.90 |
| 2. | **TROUSERS** (flying cross by Fechheimer 38205) | Fechheimer | 38205 | Female | $ 55.00 |
| | | | | Male | $ 55.00 |
| 3. | **SHIRTS -SHORT SLEEVE** (8713X Blauer Street Gear) | Blauer | 8713X | Female | $ 43.00 |
| | | | | Male | $ 43.00 |
| 4. | **TROUSERS** (5.11 Tactical Twill PDU 74338 class A Twill) | 511 | 74338 | Female | $ 42.00 |
| | | | | Male | $ 42.00 |
| 5. | **SHIRTS --POLO- SHORT SLEEVE** (5.11 Tactical 71048) | 511 | 71048 | Female | $ Discontinued |
| | | | | Male | $ Discontinued |
| 6. | **SHIRTS-5.11 Tactical -Performance Polo -71049** | 511 | 71049 | Female | $ 42.50 |
| | | | | Male | $ 42.50 |
| 7. | **PANTS --TACTICAL** (5.11 Tactical 74251) | 511 | 74251 | Female | $ 44.50 |
| | | | | Male | $ 44.50 |
| 8. | **PANTS --TACLITE PRO** ( 74273) | 511 | 74273 | Female | $ 44.50 |
| | | | | Male | $ 44.50 |
| 9. | **TIES** | Sam Brown | | $ 5.00 | |
| 10. | **COWBOY HATS** (STETSON FELT) | — | — | $ — | NO BID |
| 11. | **JACKETS (BLAUER #6120)** | Blauer | 6120 | $ 120.00 | |

## E.) SHERIFF'S OFFICE

| | | | | | |
|---|---|---|---|---|---|
| 1. | **RAINCOATS** (NEESE) | — | — | $ | No Bid |
| 2. | **GLOVES-**(Hatch )Frisk Master Fm 2000 | — | — | $ | No Bid |
| 3. | **COVERALLS-Personal Protection**(TYVEK) | — | — | $ | No Bid |
| | **COVERALLS-Polypropylene Disposable Suit, Long Sleeve Shirt & Pants** | — | — | coveralls | $ No Bid |
| | | — | — | Shirt -Long Sleeve | $ No Bid |
| | | — | — | Pants | $ No Bid |
| 4. | **SHIRTS—SHORT & LONG SLEEVE Custodian & Maintenance Temporary Khaki shirts** (Dickies) | — | — | Female Short sleeve | $ No Bid |
| | | — | — | Female Long Sleeve | $ No Bid |
| | | — | — | Male Short Sleeve | $ No Bid |
| | | — | — | Male Long Sleeve | $ No Bid |
| 5. | **PANTS—Traditional- work** (Dickies) | — | — | $ | No Bid |
| 6. | **PANTS-- Women's Flat Front** | — | — | $ | No Bid |
| 7. | **SCRUBS** (cargo ) | — | — | Female Shirt | $ No Bid |
| | | — | — | Female Pants | $ No Bid |
| | | — | — | Male Shirt | $ No Bid |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | Male Pants | $ NO BID |
| 8. | RAIN BOOTS (Norcross Servus 18822-9) | NO BID | — | | Female Boots | $ NO BID |
| | | " | — | | Male Boots | $ NO BID |
| 9. | WATERPROOF SAFETY TOE BOOT | — | — | | Female Boots | $ NO BID |
| | | | | | Male Boots | $ NO BID |
| 10. | WATERPROOF SAFETY TOE SHOE | — | — | | Female Shoe | $ NO BID |
| | | | | | Male Shoe | $ NO BID |
| 11. | PANTS --BDU's (Battle Dress Uniforms) | Propper | F5201 | | Female | $ 28.00 |
| | | | | | Male | $ 28.00 |
| 12. | SHIRTS --BDU 's (Battle Dress Uniforms) | Propper | F5452 | | Female | $ 28.00 |
| | | | | | Male | $ 28.00 |
| 13. | SHIRTS--BDU's S.E.R.T. OFFICER (Battle Dress Uniforms) | Propper | F5452 | | Female | $ 28.00 |
| | | | | | Male | $ 28.00 |
| 14. | BDU's SHIRT (Battle Dress Uniforms) -PROPER (Ripstop Material)<br>Option 1: FOUR (4) BELOW STYLE POCKETS<br>Option 2: TWO (2) STYLE POCKETS | Propper | F5452 | | OPT 1 -Female | $ 28.00 |
| | | | | | OPT 1 -Male | $ 28.00 |
| | | | | | OPT 2 -Female | $ 28.00 |
| | | | | | OPT 2 -Male | $ 28.00 |
| 15. | INVESTIGATOR RAID JACKETS | Liberty | 560 | | OPT 1 | 49.00 |
| | | | | | OPT 2 | 59.00 |
| 16. | SAFETY VESTS - Break-Away High Visibility | Blauer | 3395 | | $ 48.00 | |
| 17. | SHIRTS-- LONG SLEEVE | Blauer | 8450 | | Female | $ 69.00 |
| | | | | | Male | $ 69.00 |
| 18. | SHIRTS--SHORT SLEEVE | Blauer | 8460 | | Female | $ 65.00 |
| | | | | | Male | $ 65.00 |
| 19. | TROUSERS (Four Pocket) | Blauer | 8560 | | Female | $ 74.00 |
| | | | | | Male | $ 74.00 |
| 20. | TACTICAL OUTERSHELL(Point Blank R20D) | Point Blank | R20D | | $ 130.00 | |
| 21. | COLD WEATHER JACKETS (Force 10 Jacket) | Gerber | 7105/L | | $ 99.00 | |
| 22. | PANTS--TACTICAL (5.11 Tactical 74251) | 5.11 | 74251 | | Female | $ 44.50 |
| | | | | | Male | $ 44.50 |
| 23. | TIES | Stamboule | | | $ 5.00 | |
| 24. | EMBLEM/PATCH CUSTOMIZATION | Premier | — | | 1-100 | $ 3.90 |
| | | | | | 101-200 | $ 2.80 |
| | | | | | 201-300 | $ 2.00 |
| 25. | SHIRTS-SHORT SLEEVE | Blauer | 8675 | | female | $ 52.00 |
| | | | | | male | $ 52.00 |
| 26. | SHIRTS-LONG SLEEVE | Blauer | 8670 | | female | $ 55.00 |
| | | | | | male | $ 55.00 |
| 27. | TROUSER-SIX POCKET | Blauer | 8567 | | female | $ 84.00 |
| | | | | | male | $ 84.00 |
| 28. | DRESS BUTTONS FOR UNIFORMS | | | | | |
| | | Premium Gold-STAR W/TEXAS | Waterbury | — | 0-100 | $ 1.20 |
| | | | | | 101-200 | $ 1.10 |
| | | | | | 201-300 | $ 1.00 |
| | | Nickel Plated-STAR W/TEXAS | " | — | 0-100 | $ 1.20 |
| | | | | | 101-200 | $ 1.10 |
| | | | | | 201-300 | $ 1.00 |
| | | Premium Gold-OLD ENGISH | " | — | 0-100 | $ 1.20 |
| | | | | | 101-200 | $ 1.10 |
| | | | | | 201-300 | $ 1.00 |
| | | Nickel Plated-OLD ENGISH | " | — | 0-100 | $ 1.20 |
| | | | | | 101-200 | $ 1.10 |
| | | | | | 201-300 | $ 1.00 |

OPENED 9:44 7-24-13 Witnessed

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.

| | |
|---|---|
| **COMPANY NAME:** | Lone Star Uniforms, Inc |
| **ADDRESS:** | PO Box 692348 |
| **CITY/STATE/ZIP:** | Houston TX 77269-2348 |
| **PHONE NUMBER:** | 8322378000 |
| **FAX NUMBER:** | 8322378008 |
| **CELL NUMBER:** | 713 502 6742 |
| **CONTACT PERSON:** | David Mitrani |
| **E-MAIL ADDRESS:** | david@lonestaruniforms.com |
| **AUTHORIZED SIGNATURE:** | |
| **TITLE:** | President |
| **DATE:** | 7/19/13 |

# EXHIBIT “C”

CERTIFICATE OF INSURANCE

LONES-7 OP ID: DB

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/02/2013

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
HARCO Insurance Services
10777 Northwest Frwy., #800
Houston, TX 77092-7339
Phone: 713-681-2500
Fax: 713-684-1600

CONTACT NAME: Darlene Bugaj, CIC
PHONE (A/C, No, Ext): 713-681-2500 FAX (A/C, No): 713-684-1600
E-MAIL ADDRESS: dbugaj@harco-ins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : American Fire & Casualty Co | |
| INSURER B : Granite State Ins Co | |
| INSURER C : National Union Fire Ins. Co. | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Lone Star Uniforms
J&J Clothiers
P.O. Box 692304
Houston, TX 77269

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<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>X POLICY PRO-JECT LOC | | | BKA55511562 | 03/26/2013 | 03/26/2014 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ Excluded |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | BAS55511562 | 03/26/2013 | 03/26/2014 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 25,000 | | | 29UD042864677 | 03/26/2013 | 03/26/2014 | EACH OCCURRENCE<br>AGGREGATE<br>Prod Agg | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | XWA55511562 | 03/26/2013 | 03/26/2014 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Products Liability | | | 02LX011740564 | 03/26/2013 | 03/26/2014 | Per Occ<br>Aggregate | 1,000,000<br>2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**SEE ATTACHED ENDORSEMENTS FOR FURTHER EVIDENCE OF COVERAGE**

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
100 E Cano St 4th Floor
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

Willis J. Hargrave III

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**REQUIREMENTS AGREEMENT**
**C-13-088A-10-08**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the **08TH** day of **OCTOBER, 2013** by and between **BOB BARKER COMPANY INC.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS,** Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** including for the **"Purchase** of **Uniforms** and/or **Accessories for All County Law Enforcement Agencies" (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **two (2) years** and;

**WHEREAS,** Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS,** Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and 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 and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **two (2) years** with the County's option to extend for an additional two (2) one (1) year terms under the same rates terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. The initial term of this Contract shall commence on **OCTOBER 11, 2013** and expire on **OCTOBER 10, 2015,** and it is agreed that the Products will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product 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 Product required. The Product shall be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

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. 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
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Bob Barker Company, Inc.
Attn: Nenna Mann, Pricing Specialist
134 North Main Street
Fuquay Varina, NC 27526

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.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

i. **Assignment.** This Agreement shall not be assignable.

j. **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.

k. **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

l. **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.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit “C”, which is attached hereto.

n. **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 ninety (90) 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).

o. **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 therefore 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:*_____

**APPROVED AS TO FORM:**
**Atlas & Hall, LLP**

By: _____
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

By:_____
Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo Jr., County Clerk

**COMPANY:**
**BOB BARKER COMPANY, INC.**

By:_____
Printed Name: Nenna Mann
Title: Pricing Specialist

# EXHIBIT “A”

REQUEST FOR SEALED BIDS (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**

June 24, 2013

Participant's name

Address

City

State, Zip Code

**Re:** ***HIDALGO COUNTY***
**Request for Bids- "*Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies*"**
**Bid No*: 2013-088-07-10-SMA***

Dear Participant(s):

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 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*

## *"Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"*

## RFB NO: 2013-088-07-10-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** | **32** |
| 4. | **Exhibit "B" Bid Page** | **4** |
| 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, CPPB, Purchasing Agent

June 24, 2013
Date

| Bid No: 2013-088-07-10-SMA | Buyer: Sandra Montalvo | Tel. No: (956) 318-2626 Ext. 4865 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY

## *"Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"*

## BID OPENING DATE: July 10, 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

1. Sealed bids will be received for ***"Hidalgo County– Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"*** 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: **"RFB-2013-088-07-10-SMA- *"Hidalgo County–Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"*** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on *or before 9:30 A.M., WEDNESDAY, JULY 10, 2013.* 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 RFB-2013-088-07-10-SMA- *"Hidalgo County– Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"***

   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 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 and/or Contract Number (if any)
  - d) Notation-"***"Hidalgo County– Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"*** 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**
**2802 S. BUSINESS HWY 281**
**Edinburg, Texas 78539**
**956-318-2511**

17. **SCHEDULE OF EVENTS**

| | |
|---|---|
| **Pre-Bid Conference, 1:30P.M.** | **July 02, 2013** |
| **Bid Opening, 9:30 AM** | **July 10, 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.

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 (30) 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 to 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. 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.

30. 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.

***Hidalgo County***

***"Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"***

To: 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

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
Hidalgo County
*"Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"*
BID No. 2013-088-07-10-SMA

## GENERAL REQUIREMENTS, TERMS AND CONDITIONS

**PURPOSE**

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish ***"Uniforms and Accessories for Hidalgo County Law Enforcement Agencies*** on an "As Needed Basis" including, but not limited to, the following:

1. **PREPARATION of BID**
   All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2. **EMERGENCY PURCHASE**
   Hidalgo County has the authority to utilize State Contracts whenever it is in the County's best interest to do so.

3. **QUANTITIES**
   Quantities are estimates only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an **As- Needed Basis**. Bidder is responsible for accurate final counts.

4. **CONTRACT TERM**
   The initial contract term will be for two (2) years with the County's option to extend for an additional two (2) one (1) year term under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

5. **INSURANCE (requirements)**
   a. The bidder must at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown. (**Refer to Exhibit "C"**)
   b. Such insurance is to be provided at the sole cost of the bidder.
   c. Bidder shall furnish Hidalgo County with Certificate of Insurance naming Hidalgo County as additional insured.

6. **MULTIPLE VENDOR AWARD (special requirements)**
   Hidalgo County reserves the right to award this contract to more than one vendor at the County's discretion.

7. **GARMENT FITTING**
   The successful vendor shall be required to measure each deputy in order to provide proper uniform fit for odd sizes and/or custom fit.

8. **PRICING**
   All bid prices for items shall take into consideration shipping and handling costs, embroidery, patches on uniforms and any other items mentioned on specifications as part of the fixed unit price.

9. **SHIPPING/PACKAGING**
   All Individual orders must be packaged individually, and must be folded and wrapped in plastic. The departments name must be indicated on the outside of the package including the packing slip with the following information:
   - Name of address of vendor
   - Name and address of requesting department
   - Hidalgo County Purchase Order Number
   - Description of product(s) or material shipped
   - Quantity of items

10. **BRAND NAMES**
    Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

11. **FABRIC AND COLOR COMPATIBILITY**
Due to existing stock, uniforms in use and color compatibility concern, the brand names and colors indicated in the specification are acceptable. Bid proposing any other names and colors will be required to provide a specifications sheet on the material proposing to be equal with the following information addressed.
    - Weave
    - Weight
    - Fiber Content
    - Ply of Yarn
    - Breaking Strength
    - Construction
    - Fiber length
    - Dye Procedure
    - Kaumograph

    Uniforms/clothing proposed must match colors and patches/embroidery of uniforms/clothing currently being used by user department.

12. **AGE and MANUFACTURE**
All tangible goods being bid must be new and unused. All items not specifically mentioned that are required for a complete unit shall be furnished.

13. **DELIVERY SCHEDULE**
Vendor will ensure that all deliveries will be delivered in full within thirty (30) to forty-five (45) days from purchase order.

14. **SAMPLES**
    a. A sample of the uniform/clothing being proposed **MUST** be submitted at no charge to the County with the bids for review and inspection by Hidalgo County. Arrangements will be made with the vendor to return all uniform/clothing at no charge to the County. **IF SAMPLES ARE NOT SUBMITTED, THE BID WILL BE DISQUALIFIED AND REJECTED.**

15. **PRE-BID CONFERENCE**
**A PRE-BID conference will be held on TUESDAY, July 02, 2013 at 1:30p.m.** in Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

16. **WARRANTIES**
The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

17. **BID AWARD**
Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

18. Hidalgo County reserves the right to seek purchases from state contracts whenever it is in the best interest to do so.

19. The contract for this project will be utilized by any Hidalgo County Law Enforcement Agency

20. The awarded vendor will have a representative made available to measure any and/or all participating county departments.

# A.) Hidalgo County Constable Precinct No. 1

## *UNIFORM- I*

### 1) SHORT SLEEVE SHIRTS (perfection uniforms 2300, 2340 zipper front) equal or better

| | |
|---|---|
| **FABRIC** | VISA System 3® fabric from Milliken & Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling. |
| **COLOR** | Silver Tan |
| **CREASING** | Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back. |
| **FRONT** | To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester, 250 Denier. Right front to have an approximate 3" turnback extending from collar to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction. |
| **COLLAR** | To be die cut. Convertible collar is to measure 3-1/4" long at points and to be topstitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. All shirts to have satin lining in neck area. |
| **YOKE** | Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. Yoke must have a 1/16" topstitch. Shirts with no top stitched back yoke will not be accepted. |
| **SLEEVES** | Sleeves are to be one piece, have a 7/8" hem and finish 9-1/2" to 9-3/4" long from the shoulder seam. Sleeve setting and closing shall be done with an overedge and safety stitch. The sleeve is to be bartacked at the hem |
| **POCKETS** | Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap. |
| **FLAPS** | To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro 3/4" square to be placed on edges of each flap. Flaps to be lined with crease 'n' tack interlining. |
| **BADGE TAB** | Inside sling type of self goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down on the bottom. |
| **SHOULDER STRAPS** | To be sewn into sleeve head seam and measure approximately 2-1/4" tapering to 1-1/2" with end pointed. Straps to be end approximately 1/2" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease 'n' tack. |
| **EPAULETS** | Must be set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be sewn to the jacket using a box-cross stitched and shall have a buttonholed. Epaulets will be silvertan with red piping |
| **SHIRT SIZES** | All shirts must be available in exact neck sizes. Alpha sizes will not be acceptable. In neck sizes 16 through 18 ½ "Talls" must also be available as an "in-stock" item. |
| **EMBLEMS/PATCHES** | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt. |
| **BUTTONS** | To be a melamine button dyed to match the fabric color, 20 ligne. |
| **METAL BUTTON FEATURE*** | Dark Navy and Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turnback. Six front buttons to be 22 ligne. |
| **PACKING** | Shirts to be polybagged individually. |
| **ZIPPER CLOSURE** | All shirts must have a front closure with a 14" nylon separating zipper. |
| **WARRANTY** | One year against workmanship or fabric defects. |

### 2) LONG SLEEVE SHIRTS (perfection uniforms 2000, 2040 zipper front) equal or better

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|---|---|
| **FABRIC** | VISA® System 3 fabric from Milliken and Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling. |
| **COLOR** | Silver Tan |
| **CREASING** | Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back. |
| **FRONT** | To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester,250 Denier. A self-lined button stand 7/8" wide shall be placed on the right side and extend from collar band to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction. |
| **COLLAR** | To be die cut. The back of the stand is to measure 1-1/2". The points are to be 3-1/4" in length and top stitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Collar band to be lined with crease 'n' tack interlining. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. The stand shall fasten with one button. All shirts to have satin lining in neck area. |
| **YOKE** | Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. 1/16" topstitch. Shirts with no top stitched back yoke will not be acceptable. |
| **SLEEVES** | Each sleeve shall have one piece pointed placket 1-1-1/4" wide both top and bottom, with one button placed on the placket approximately 2-1/4" above the top of the cuff. Sleeve setting and closing shall be done with an overedge and safety stitch. Cuffs to close with 2 buttons and buttonholes, be 2-7/8" wide and have 1/4" topstitching on the edge. They shall be lined with woven, unbleached 100% Cotton interlining. |
| **POCKETS** | Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap. |
| **FLAPS** | To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro ¾" square to be placed on the edge of each flap. Flaps to be lined with crease 'n' tack interlining |
| **BADGE TAB** | Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut |

| | |
|---|---|
| | buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down in the bottom. |
| **SHOULDER STRAPS** | To be sewn into sleeve head seam and measure approximately 2-1/4" tapering to 1-1/2" with end pointed. Straps to be set approximately 1" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease 'n' tack. |
| **EPAULETS** | Must be set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be sewn to the jacket using a box-cross stitched and shall have a buttonholed. Epaulets will be silvertan with red piping |
| **SHIRT SIZES** | Shirts shall be available as a stock item sized with exact neck size and exact sleeve length. Any combination neck size or sleeve lengths are not acceptable. |
| **BUTTONS** | To be a melamine button dyed to match the fabric color. 20 ligne. |
| **METAL BUTTON FEATURE** | Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turnback. Six front buttons to be 22 ligne. Silver or Gold "Texas Buttons are required |
| **PACKING** | Shirts to be polybagged individually. |
| **EMBLEMS/PATCHES** | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt. |
| **ZIPPER CLOSURE** | All shirts must have a front closure with a 14" nylon separating zipper. |
| **WARRANTY** | One year against workmanship or fabric defects. |
| **3) TROUSERS** (perfection style 2600DN) equal or better | |
| **FABRIC** | VISA® System 3 fabric from Milliken & Company, style 707470, 100% Dacron® polyester. Two ply warp and filling, 10.5 - 11 oz. per linear yard, 2 x 1 gabardines weave. |
| **DESIGN** | Shall be made on a uniform pattern, having a plain front with quarter top pockets and two back pockets. |
| **STRIPING** | Stripe will be attached to the side of the pant. The stripe will start at the bottom seam of the pocket and run the length of the pant.. The stripe is red 1" on tan piggyback stripe. |
| **COLOR** | Dark Navy |
| **POCKETS** | The front pocket opening will be a minimum 6-1/2" and be 6" deep from the bottom of the opening. They shall be stitched, turned, and restitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1-1/4" wide. The back pockets will have a minimum opening of 5-1/2" and be 6" deep. Sizes 29 and smaller will have a 5" opening. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. The left pocket shall have a tab to button. The front pockets shall each have a straight bartack and each back pocket shall be bartacked with a triangular bartack. All front pockets shall be reinforced with a double layer of pocketing material |
| **POCKETING** | All pocketing shall be black, 75% polyester/25% cotton with a minimum thread count of 90 x 56. The weight shall be 3.0 yds/lb. |
| **WAISTBAND** | The waistband shall be 2" wide and shall be closed with a crush-proof hook and eye. The waistband curtain, attached with a rocap machine, shall have Snugtex and have Perfection fit stretch on the bottom. Ban-Rol waistband stiffener, 3/4" in width, shall be sewn into the waistband on the front of the trouser from side seam to side seam. The full length of the waistband is fused with Pellon. The trousers are to be made with a continuous closed waistband. The waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain. |
| **INSIDE TRIM** | The right fly and crotch linings shall be the same fabric and color as the waistband curtain. The right fly lining shall be sewn to the left fly below the zipper. The crotch lining shall be serged to each front. A one piece French fly made of the outer fabric shall be sewn to the inside right fly. A separate sewn on French fly will not be acceptable. |
| **BELT LOOPS** | There shall be a minimum of five (5) belt loops on waist sizes 30 and down, seven (7) belt loops on waist sizes 31 - 48, and a minimum of nine (9) on sizes 50 and larger. Each loop is to be 3/4" wide, of double thickness, and stitched on the face side with a two needle machine. Except for the center back loop which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap. They shall accommodate a 1-5/8" belt. |
| **ZIPPER** | The trousers shall be closed with a YKK brass zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting cam lock slider. The inside left fly will be reinforced with Pellon under the zipper stitching. A straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser. |
| **SEAMING** | The entire trouser is to be seamed with polyester core thread. The seat seam shall be stitched with a tandem needle seat seaming machine. All exposed inside seams of the trouser are to be serged. |
| **SIZE TAG** | Trousers shall be labeled with the following information: lot number, size, fiber content, and care instructions. |
| **FINISHING AND PRESSING** | All loose threads shall be removed. Trousers must be pressed completely and properly with the side seam, inseam, and seat seam pressed open. There must be a Texpak clip attached to the top fly of the finished trousers. |
| **WARRANTY** | One year against workmanship or fabric defects. |

# *UNIFORMS II*

## 4) SHORT SLEEVE SHIRTS (8713X) BLAUER STREET GEAR (equal or better)

| | |
|---|---|
| **SHELL FABRIC** | 6.5 oz. per square yard 2 X 1 twill weave in a 65% polyester / 35% cotton fiber blend with 3XDRY® comfort finish and 10-12% filling stretch that is pre-cured for wrinkle resistance. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care. |
| **COLOR** | (45) Silver Tan |
| **TRIM** | Interlining: Small Parts: 100% polyester Front Placket: 50% Polyester 50% Cotton<br>Hook and loop: Woven Nylon base<br>Buttons: melamine, 20 ligne, matching shell fabric |
| **DESIGN & CONSTRUCTION** | Short sleeve uniform shirt<br>5 crease military style with permanent sewn in creases<br>Top fused convertible sport collar<br>Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure<br>Epaulets<br>Badge eyelets with internal support strap<br>Extra long shirt tails |
| **CUSTOMIZATION** | Emblems<br>Name Tab<br>Zipper Front<br>Metal Buttons on epaulets and pocket flaps |
| **STANDARD SIZE RANGE** | Men's: Regular Length: S-3XL<br>**Women's: Regular Length: XS-2XL** |
| **EMBLEMS/PATCHES** | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included i the price of the shirt. |

| **MEASUREMENTS** | **Men's: Regular Length: L:** | **Women's: Regular Length: M** |
|---|---|---|
| | Neck: 17.25 (plus or minus 0.5 inches)<br>½ Chest: 25.25 (plus or minus 0.75 inches)<br>Back Length: 32.5 (plus or minus 0.5 inches) | Neck: 15.5 (plus or minus 0.5 inches)<br>1/2 Chest: 22(plus or minus 0.75 inches)<br>Back Length: 28.5 (plus or minus 0.5 inches) |

## 5) TROUSERS (8810X) SIDE POCKET (equal or better)

| | |
|---|---|
| **SHELL FABRIC** | 6.5 oz. per square yard 2 X 1 twill weave in a 65% polyester / 35% cotton fiber blend with 3XDRY® comfort finish and 10-12% filling stretch that is pre-cured for wrinkle resistance. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care. |
| **COLOR** | Dark Navy |
| **TRIM** | • Pocketing: 70/30 polyester/cotton twill, not less than 3.0 oz. sq. yd.<br>• Interlining: polyester non-woven.<br>• Binding: polyester/cotton bias cut.<br>• Waistband: polyester, spandex, nylon blend with double strip of silicone shirt grip.<br>• Stretch edge control.<br>• Fly zipper: nylon coil, size #5, auto-lock slider.<br>• Side Pocket Zipper: nylon coil, size #5.<br>• Hook and eyes: nickel-plated.<br>• Buttons: melamine, 22 ligne, matching shell fabric. |
| **DESIGN & CONSTRUCTION** | • Front quarter pockets; double section-side pockets with hidden cell phone pouch, a 1" Scotchlite strip under each pocket flap, hidden equipment tunnels; and inverted double cord hip pockets with button tabs. (Women Pattern: Front quarter pockets stay-stitched shut for appearance. Can be broken for functionality)<br>• All pocket secured with bartacks. Stretch waistband with fly tab.<br>• Interlined wide belt loops inserted in bottom of waistband and tacked at top.<br>• Double hook and eye closure.<br>Quarter linings in front quarters.<br>Outlets in waistband (back) and thigh inseam.<br>Tandem needle seat seam.<br>Seat, inseam, and out seams pressed open.<br>10-12 stitches per inch (all seams).<br>Permanent silicone adhesive creases, front and back. |
| **CUSTOMIZATION (OPTIONAL)** | Windproof-breathable liner.<br>Removable reflective package.<br>Removable identification package.<br>Hemming. |
| **STANDARD SIZE RANGE** | Men's: Regular Length: even waist sizes 28 - 54; odd sizes 31 – 37<br>Women's: Regular Length: even dress sizes 6 – 24 |

| **MEASUREMENTS** | **Men's: Regular Length: Waist Size 36:** | | | **Women's: Regular Length: Dress Size 12** | | |
|---|---|---|---|---|---|---|
| | ½ waist | 18 | (plus 0.25 inches) | 1/2 Waist: | 15.25 | (plus 0.25 inches) |
| | Seat | 24 | (plus or minus 0.25 inches) | Seat | 22.625 | (plus or minus 0.25 inches) |
| | ½ Knee | 10.875 | (plus or minus 0.25 inches) | ½ Knee | 10.125 | (plus or minus 0.25 inches) |
| | ½ Bottom Leg | 8.75 | (plus or minus 0.25 inches) | ½ Bottom Leg | 8.5 | (plus or minus 0.25 inches) |
| | Inseam | 37 | (plus or minus 0. 50 inches) | Inseam | 35.875 | (plus or minus 0.50 inches) |
| | Out seam | 46.25 | (plus or minus 0.50 inches) | Out seam | 45.875 | (plus or minus 0.50 inches) |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Front Rise | 10.375 | (plus or minus 0.25 inches) | Front Rise | 10.13 | (plus or minus 0.25 inches) |
| | Back Rise | 16.875 | (plus or minus 0.25 inches) | Back Rise | 13.75 | (plus or minus 0.25 inches) |

## *UNIFORM-III*

### 6) POLO-SHORT SLEEVE (5.11 Tactical -71048) equal or better

| | |
|---|---|
| **DESCRIPTION** | • 100 % Treated 6.4 oz. Interlocked cotton fabric to prevent fading, wrinkling and shrinking<br>• Moisture wicking finish<br>• Tough melamine buttons<br>• No roll Collar with flexible collar strays<br>• Mic-loop pockets located at each shoulder and placed at the bottom of the placket at the sternum level<br>• Reinforced dual pen pockets<br>• Polo shirts with name & title embroidered on right breast and badge embroidered on left breast |
| **COLOR** | Silvertan |
| **SIZE** | Sm – XXL and Larger |

### 7) TACTICAL PANTS (5.11 Tactical- 74251) equal or better

| | |
|---|---|
| **FABRIC** | 100 % Cotton Tactical Canvas, 8.5 oz , 73x40/10x10, Pant weight |
| **POCKETING** | 80% Polyester 20% Cotton T/C, tightly woven poplin |
| **SIZE** | Pants must be available in Regular, Short, Long and X-Large Long. from stock |
| **COLOR** | Khaki 055 or Walnut 105 |
| **FEATURES & BENEFITS** | Self adjusting action waist with elastic sides; 7 belt loops and a D0Ring; Deep front pockets; cargo pockets with flaps; phone pocket on right front, Large open-top back pockets, and a tool strap on right back. The pants have double knees of self fabric, removable 6mm Neoprene knee pad inserts; and a double seat of self fabric. Bottom hems have openings for draw cords. |
| **POCKETS** | • Front pocket openings have self fabric facings and extra reinforcements on knife clippings area. Pocket openings are firmly bar tacked on both ends. Pocket bags are made of durable Poly/Cotton blend and they are extra deep. Pocket bags are finished clean inside the paint and double stitched for heavy duty.<br>• Cargo pockets have large flaps and Velcro closure.<br>• Is lined with extra durable Cordura Nylon. The pocket has gussets on sides and a large flap with Velcro closure; it accommodates a phone.<br>• Back Pockets are formed of self fabric. They are extra large with large open top. The top has Velcro closure. Opening has extra reinforcement on the side seam side; both ends are firmly cross-bar tacked. |
| **SEAMS & STITCHING** | • Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.<br>• Top stitching are non-raveling lock stitching. Side seams, seat seam and front rise have two-needle top stitching. Crotch point is bar tacked. Fly outline, had pocket openings, all pocket flaps, knee patches and seat patch have double needle top stitching. Cargo pockets are attached with double needle top stitching. Belt loops are bar tacked on all corners. Cargo pocket openings are bar tacked and flaps are cross bar tacked. Back pocket openings are cross bar tacked. All Velcro pieces are attached with box stitching |
| **LABELS** | The woven logo label, care label, size label, country of origin label and fiber content are permanently attached to the pants. |
| **CLOSURES** | Closures are high quality, proven brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is metallic PRYM snaps with extra strong grip. Inside fly button is cross tacked. |

### 8) JACKETS

| | |
|---|---|
| **FABRIC** | Outershell: Travis Mills #7450 100% Nylon Supplex (equal or better)<br>Removable Lining: 104x86 Thread Count, 70 Denier Nylon Taffeta or equal<br>Color: Navy<br>Thinsulate by 3M quilted 200-gram body with 100-gram sleeve or equal.<br>100 % Nylon taffeta, thread counts 104x86 or equal |
| **DESIGN** | The jacket shall be a full cut, waist length model with two-way zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout the body and sleeves being fully lined |
| **BODY DETAIL** | The front shall be plain with patch pockets, flaps and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back designed with the Articulated Gusset for full freedom of movement. There is to be a separate 2- ½" shirred waistband with 2- ½" heavy duty elastic. The entire waistband is to be shirred with the exception of an area 5 ¾" on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and elasticized snap closure. The shoulders shall have pads. A self goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side. |
| **INSIDE DETAIL** | On the left side of the coat, there shall be a gun pocket installed on the permanent lining to accept a small frame handgun. The gun pocket shall have a minimum opening of 4 ½" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5 ¼" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip in liner. The bottom of the coat on the inside shall have a 4" piece of outer shell material between the waistband and the inner taffeta lining to guard against wear from the inside. |
| **SLEEVES** | The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1 7/8" in width. . |
| **POCKETS** | There shall be two patch pockets with 1 ½" box pleats, finishing approximately 6 ½" wide and 7 3/8" deep. Flaps shall be scalloped and self lined, measuring 6 ¾ wide and 3 3/8" long at center and 3" long at each end. They shall close with Velcro on the side points and with a centered buttonhole. The pockets shall be lined with pocketing material with an opening of approximately 5 ½" on the side. The left patch pocket is to have a 1 ½" pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked. Flaps are too interlined |
| **COLLAR** | The standup collar shall be made using self material and shall be interlined with Pellon. There shall be an option of a detachable hood and fur collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons. |
| **EPAULETS** | The epaulets shall be made of self goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck. |

| | |
|---|---|
| **SIZES** | Jackets must be available small through XXL and larger |
| **BADGE TAB** | The badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1"wide. The first eyelets is ½ "down from the top finished edge and the second is ½" up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. The badge tab shall be centered 2 ½" above the left flap pocket. |
| **ZIPPER** | There shall be an YKK #5, two-way molded nylon sipper in the front and an 11" nylon zipper on each side vent. |
| **BUTTONS & SNAPS** | The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. The front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps. |
| **THREAD** | All sewing is to be done with polyester core thread or 100% spun polyester thread. |
| **SIZE TAG & CARE INSTRUCTIONS** | Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size fiber content and WPL number. |
| **WARRANTY** | Garments shall have a one year warranty against workmanship against workmanship or fabric defects. |
| **EMBLEMS/PATCHES** | Emblems are to be sewn on both shoulders with a 4 1/2" emblem 80% embroidery with plastic backing. Emblem are to be included in the price of the jacket |

## 9) WINDBREAKER

| | |
|---|---|
| **DESCRIPTION & COLOR** | Windbreaker/navy |
| **BLEND** | 80% polyester/20% cotton |
| **FABRIC** | Poplin weave Outershell |
| **FINISH** | Durable water repellant |
| **CARE** | Hand wash |
| **LINER** | Zip-Out liner |
| **WAISTBAND** | Elastic back bottom edge |
| **CLOSURE** | Two-way zipper |
| **POCKET** | Two pleated patched pockets and flaps with bottom-through closure; tow hand-warmer side panel pockets |
| **CUFFS** | Two button adjustable cuff |
| **OTHER** | Screen printed light jacket with name and title embroidered on right chest, badge on left chest, constable on the sleeves and on backside. |

## 10) RAINCOATS

| | |
|---|---|
| **DESCRIPTION** | Length 48"; heavy gauge; black/orange; screen-printed with "Constable" on orange side and on left chest |

## 11) PATCHES

| | |
|---|---|
| **SHOULDER PATCHES** | The department patch must be of the same design and color scheme by the Hidalgo County Constable Pct 1 . The patch has gold lettering and trim on a dark brown background. The bidders are encouraged to attend the pre-bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).<br>Name Tab<br>Zipper Front<br>Metal Buttons on epaulets and pocket flaps |

# B. ) Hidalgo County Constable Precinct No. 2

## *UNIFORM I*

### 1) SHIRTS- SHORT SLEEVE (perfection uniforms 2300, 2340 zipper front) equal or better

| | |
|---|---|
| FABRIC | VISA System 3® fabric from Milliken & Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling. |
| COLOR | Silver Tan |
| CREASING | Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back. |
| FRONT | To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester, 250 Denier. Right front to have an approximate 3" turn back extending from collar to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction. |
| COLLAR | To be die cut. Convertible collar is to measure 3-1/4" long at points and to be topstitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. All shirts to have satin lining in neck area. |
| YOKE | Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. Yoke must have a 1/16" topstitch. Shirts with no top stitched back yoke will not be accepted. |
| SLEEVES | Sleeves are to be one piece, have a 7/8" hem and finish 9-1/2" to 9-3/4" long from the shoulder seam. Sleeve setting and closing shall be done with an overedge and safety stitch. The sleeve is to be bartacked at the hem |
| POCKETS | Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap. |
| FLAPS | To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro 3/4" square to be placed on edges of each flap. Flaps to be lined with crease 'n' tack interlining. |
| BADGE TAB | Inside sling type of self goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down on the bottom. |
| SHOULDER STRAPS | Shoulder Straps - The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The Red piping on brown strap. |
| SHIRT SIZES | All shirts must be available in exact neck sizes. Alpha sizes will not be acceptable. In neck sizes 16 through 18 ½ "Talls" must also be available as an "in-stock" item. |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt. |
| BUTTONS | To be a melamine button dyed to match the fabric color, 20 ligne. |
| METAL BUTTON FEATURE | Dark Navy and Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turn back. Six front buttons to be 22 ligne. |
| PACKING | Shirts to be polybagged individually. |
| ZIPPER CLOSURE | All shirts must have a front closure with a 14" nylon separating zipper. |
| WARRANTY | One year against workmanship or fabric defects. |

### 2) SHIRTS-LONG SLEEVE (perfection uniforms 2000, 2040 zipper front) equal or better

| | |
|---|---|
| FABRIC | VISA® System 3 fabric from Milliken and Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling. |
| COLOR | Silver Tan |
| CREASING | Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back. |
| FRONT | To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester,250 Denier. A self-lined button stand 7/8" wide shall be placed on the right side and extend from collar band to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction. |
| COLLAR | To be die cut. The back of the stand is to measure 1-1/2". The points are to be 3-1/4" in length and top stitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Collar band to be lined with crease 'n' tack interlining. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. The stand shall fasten with one button. All shirts to have satin lining in neck area. |
| YOKE | Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. 1/16" topstitch. Shirts with no top stitched back yoke will not be acceptable. |
| SLEEVES | Each sleeve shall have one piece pointed placket 1-1-1/4" wide both top and bottom, with one button placed on the placket approximately 2-1/4" above the top of the cuff. Sleeve setting and closing shall be done with an overedge and safety stitch. Cuffs to close with 2 buttons and buttonholes, be 2-7/8" wide and have 1/4" topstitching on the edge. They shall be lined with woven, unbleached 100% Cotton interlining. |
| POCKETS | Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap. |
| FLAPS | To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro ¾" square to be placed on the edge of each flap. Flaps to be lined with crease 'n' tack interlining |
| BADGE TAB | Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down in the bottom. |

| | |
|---|---|
| SHOULDER STRAPS | Shoulder Straps - The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The red piping on brown strap. The yellow measures 2" in width. The black sits atop with a width of 1.875". The yellow should show only 0.0625" on both sides of the strap. The BROWN & RED material proposed must match the color scheme currently in use by the Hidalgo County Constable's Office. |
| SHIRT SIZES | Shirts shall be available as a stock item sized with exact neck size and exact sleeve length. Any combination neck size or sleeve lengths are not acceptable. |
| BUTTONS | To be a melamine button dyed to match the fabric color. 20 ligne. |
| METAL BUTTON FEATURE* | Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turnback. Six front buttons to be 22 ligne. |
| PACKING | Shirts to be polybagged individually. |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt. |
| ZIPPER CLOSURE | All shirts must have a front closure with a 14" nylon separating zipper. |
| WARRANTY | One year against workmanship or fabric defects. |

## 3) TROUSERS (perfection style 2600ST) equal or better

| | |
|---|---|
| FABRIC | VISA® System 3 fabric from Milliken & Company, style 707470, 100% Dacron® polyester. Two ply warp and filling, 10.5 - 11 oz. per linear yard, 2 x 1 gabardines weave. |
| DESIGN | Shall be made on a uniform pattern, having a plain front with quarter top pockets and two back pockets. |
| COLOR | Brown |
| POCKETS | The front pocket opening will be a minimum 6-1/2" and be 6" deep from the bottom of the opening. They shall be stitched, turned, and restitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1-1/4" wide. The back pockets will have a minimum opening of 5-1/2" and be 6" deep. Sizes 29 and smaller will have a 5" opening. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. The left pocket shall have a tab to button. The front pockets shall each have a straight bartack and each back pocket shall be bartacked with a triangular bartack. All front pockets shall be reinforced with a double layer of pocketing material |
| POCKETING | All pocketing shall be black, 75% polyester/25% cotton with a minimum thread count of 90 x 56. The weight shall be 3.0 yds/lb. |
| STRIPING | Windproof breathable liner.<br>Striping - Stripe will be attached to the side of the pant. The stripe will start at the bottom seam of the pocket and run the length of the pant. The stripe has an overall width of 0.75".Red piping on brown stripping. The black portion should be no wider than 0.5" and the yellow should be 0.75" in total width with only 0.125 of an inch showing on either side of the black. The Black and Yellow material proposed must match the color scheme currently in use by the Hidalgo County Constable's Office |
| WAISTBAND | The waistband shall be 2" wide and shall be closed with a crush-proofs hook and eye. The waistband curtain, attached with a rocap machine, shall have Snugtex and have Perfection fit stretch on the bottom. Ban-Rol waistband stiffener, 3/4" in width, shall be sewn into the waistband on the front of the trouser from side seam to side seam. The full length of the waistband is fused with Pellon. The trousers are to be made with a continuous closed waistband. The waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain. |
| INSIDE TRIM | The right fly and crotch linings shall be the same fabric and color as the waistband curtain. The right fly lining shall be sewn to the left fly below the zipper. The crotch lining shall be serged to each front. A one piece French fly made of the outer fabric shall be sewn to the inside right fly. A separate sewn on French fly will not be acceptable. |
| BELT LOOPS | There shall be a minimum of five (5) belt loops on waist sizes 30 and down, seven (7) belt loops on waist sizes 31 - 48, and a minimum of nine (9) on sizes 50 and larger. Each loop is to be 3/4" wide, of double thickness, and stitched on the face side with a two needle machine. Except for the center back loop which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap. They shall accommodate a 1-5/8" belt. |
| ZIPPER | The trousers shall be closed with a YKK brass zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting cam lock slider. The inside left fly will be reinforced with Pellon under the zipper stitching. A straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser. |
| SEAMING | The entire trouser is to be seamed with polyester core thread. The seat seam shall be stitched with a tandem needle seat seaming machine. All exposed inside seams of the trouser are to be serged. |
| SIZE TAG | Trousers shall be labeled with the following information: lot number, size, fiber content, and care instructions. |
| FINISHING AND PRESSING | All loose threads shall be removed. Trousers must be pressed completely and properly with the side seam, inseam, and seat seam pressed open. There must be a Texpak clip attached to the top fly of the finished trousers. |
| WARRANTY | One year against workmanship or fabric defects. |

# *UNIFORM –II*

## 4) SHIRTS -SHORT SLEEVE (8713X) Blauer Street Gear (equal or better)

| | |
|---|---|
| SHELL FABRIC | 6.5 oz. per square yard 2 X 1 twill weave in a 65% polyester / 35% cotton fiber blend with 3XDRY® comfort finish and 10-12% filling stretch that is pre-cured for wrinkle resistance. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care. |
| COLOR | (45) Silver Tan |
| TRIM | Interlining: Small Parts: 100% polyester Front Placket: 50% Polyester 50% Cotton<br>Hook and loop: Woven Nylon base<br>Buttons: melamine, 20 ligne, matching shell fabric |
| DESIGN & CONSTRUCTION | Short sleeve uniform shirt<br>5 crease military style with permanent sewn in creases<br>Top fused convertible sport collar<br>Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure<br>Epaulets<br>Badge eyelets with internal support strap<br>Extra long shirt tails |

| | | |
|---|---|---|
| CUSTOMIZATION | Emblems<br>Name Tab<br>Zipper Front<br>Metal Buttons on epaulets and pocket flaps | |
| SIZE RANGE | Men's: Regular Length: S-3XL , Women's: Regular Length: XS-2XL | |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt. | |
| MEASUREMENTS | **Men's: Regular Length: L:** | **Women's: Regular Length: M** |
| | Neck: 17.25 (plus or minus 0.5 inches)<br>½ Chest: 25.25 (plus or minus 0.75 inches)<br>Back Length: 32.5 (plus or minus 0.5 inches) | Neck: 15.5 (plus or minus 0.5 inches)<br>1/2 Chest: 22(plus or minus 0.75 inches)<br>Back Length: 28.5 (plus or minus 0.5 inches) |

## *UNIFORM-III*

## 5) POLO-SHORT SLEEVE SHIRTS-5.11Tactical (71048) equal or better

| | |
|---|---|
| **DESCRIPTION** | • 100 % Treated 6.4 oz. Interlocked cotton fabric to prevent fading, wrinkling and shrinking<br>• Moisture wicking finish<br>• Tough melamine buttons<br>• No roll Collar with flexible collar strays<br>• Mic-loop pockets located at each shoulder and placed at the bottom of the placket at the sternum level<br>• Reinforced dual pen pockets<br>• Polo shirts with name & title embroidered on right breast and badge embroidered on left breast |
| **COLOR** | BROWN or BLUE |
| **SIZE** | Sm – XXL and Larger |

## 6) TACTICAL PANTS 5.11 Tactical 74251 equal or better

| | |
|---|---|
| **FABRIC** | 100 % Cotton Tactical Canvas, 8.5 oz , 73x40/10x10, Pant weight |
| **POCKETING** | 80% Polyester 20% Cotton T/C, tightly woven poplin |
| **SIZE** | Pants must be available in Regular, Short, Long and X-Large Long. from stock |
| **COLOR** | Khaki 055 or Walnut 105 |
| **FEATURES & BENEFITS** | Self adjusting action waist with elastic sides; 7 belt loops and a D0Ring; Deep front pockets; cargo pockets with flaps; phone pocket on right front, Large open-top back pockets, and a tool strap on right back. The pants have double knees of self fabric, removable 6mm Neoprene knee pad inserts; and a double seat of self fabric. Bottom hems have openings for draw cords. |
| **POCKETS** | • Front pocket openings have self fabric facings and extra reinforcements on knife clippings area. Pocket openings are firmly bar tacked on both ends. Pocket bags are made of durable Poly/Cotton blend and they are extra deep. Pocket bags are finished clean inside the paint and double stitched for heavy duty.<br>• Cargo pockets have large flaps and Velcro closure.<br>• Knife pocket? Is lined with extra durable Cordura Nylon. The pocket has gussets on sides and a large flap with Velcro closure; it accommodates a phone.<br>• Back Pockets are formed of self fabric. They are extra large with large open top. The top has Velcro closure. Opening has extra reinforcement on the side seam side; both ends are firmly cross-bar tacked. |
| **SEAMS & STITCHING** | • Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.<br>• Top stitching are non-raveling lock stitching. Side seams, seat seam and front rise have two-needle top stitching. Crotch point is bar tacked. Fly outline, had pocket openings, all pocket flaps, knee patches and seat patch have double needle top stitching. Cargo pockets are attached with double needle top stitching. Belt loops are bar tacked on all corners. Cargo pocket openings are bar tacked and flaps are cross bar tacked. Back pocket openings are cross bar tacked. All Velcro pieces are attached with box stitching |
| **LABELS** | The woven logo label, care label, size label, country of origin label and fiber content are permanently attached to the pants. |
| **CLOSURES** | Closures are high quality, proven brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is metallic PRYM snaps with extra strong grip. Inside fly button is cross tacked. |

## 7) B.D.U. (BATTLE DRESS UNIFORM) STYLE PANT

Tan And Black (Or Color Closest To The Tan And Black Of Existing Uniforms)

If The Color Varies Distinctly From Existing Sample Uniform It Will Not Be Considered. This Is Done To Keep The Appearance Of Uniformity.

100% Cotton Ripstop Only.

Pant Must Have:

- Adjustable Waist Tabs
- Two (2) Front Pockets
- Two (2) Rear Pockets
- Two (2) Large Button Down Bellows Leg Pockets
- Reinforced Seat And Knees
- All Seams Double Stitched
- Drawstring Ankle Ties

Pants Must Come In Both Regular And Long Lengths.
The Sizes Of B.D.U.'S Used Are: ,Small, Medium, Large, X-Large, Xx-Large, Xxx-Large, Xxxx-Large

**Note:** Shrinkage Allowance Must Be Minimal On Pant And Contain Washing Care Instructions. Material Must Be Machine Washable And Able To Be Ironed.

| 8) JACKETS | |
|---|---|
| FABRIC | Outershell: Travis Mills #7450 100% Nylon Supplex (equal or better)<br>Removable Lining: 104x86 Thread Count, 70 Denier Nylon Taffeta or equal<br>Color: BROWN<br>Thinsulate by 3M quilted 200-gram body with 100-gram sleeve or equal.<br>100 % Nylon taffeta, thread counts 104x86 or equal |
| DESIGN | The jacket shall be a full cut, waist length model with two-way zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout the body and sleeves being fully lined |
| BODY DETAIL | The front shall be plain with patch pockets, flaps and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back designed with the Articulated Gusset for full freedom of movement. There is to be a separate 2- ½" shirred waistband with 2- ½" heavy duty elastic. The entire waistband is to be shirred with the exception of an area 5 ¾" on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and elasticized snap closure. The shoulders shall have pads. A self goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side. |
| INSIDE DETAIL | On the left side of the coat, there shall be a gun pocket installed on the permanent lining to accept a small frame handgun. The gun pocket shall have a minimum opening of 4 ½" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5 ¼" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip in liner. The bottom of the coat on the inside shall have a 4" piece of outer shell material between the waistband and the inner taffeta lining to guard against wear from the inside. |
| SLEEVES | The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1 7/8" in width. . |
| POCKETS | There shall be two patch pockets with 1 ½" box pleats, finishing approximately 6 ½" wide and 7 3/8" deep. Flaps shall be scalloped and self lined, measuring 6 ¾ wide and 3 3/8" long at center and 3" long at each end. They shall close with Velcro on the side points and with a centered buttonhole. The pockets shall be lined with pocketing material with an opening of approximately 5 ½" on the side. The left patch pocket is to have a 1 ½" pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked. Flaps are too interlined |
| COLLAR | The standup collar shall be made using self material and shall be interlined with Pellon. There shall be an option of a detachable hood and for collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons. |
| EPAULETS | The epaulets shall be made of self goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck. |
| SIZES | Jackets must be available small through XXL and larger |
| BADGE TAB | The badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1"wide. The first eyelets is ½ "down from the top finished edge and the second is ½" up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. The badge tab shall be centered 2 ½" above the left flap pocket. |
| ZIPPER | There shall be an YKK #5, two-way molded nylon sipper in the front and an 11" nylon zipper on each side vent. |
| BUTTONS & SNAPS | The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. The front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps. |
| THREAD | All sewing is to be done with polyester core thread or 100% spun polyester thread. |
| SIZE TAG & CARE INTRUCTIONS | Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size fiber content and WPL number. |
| WARRANTY | Garments shall have a one year warranty against workmanship against workmanship or fabric defects. |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders with a 4 1/2" emblem 80% embroidery with plastic backing. Emblem are to be included in the price of the jacket |

# C.) Hidalgo County Constable Precinct No. 3

## 1) SHIRTS- SHORT SLEEVE (perfection-style 2340DN) equal or better

| | |
|---|---|
| FABRIC | Milliken 707430 Poplin, Polyester 100%, Weight 7.25 per yard (liner), 80 warps and 49 filling, Permanent Press with soil release finish. |
| CREASING | Pockets, pocket flaps, collar band and shoulder straps to be stitched-creased to give uniform shape and size. The two (2) military creases in front and three (3) in back of each shirt must incorporate a permanent, modified, silicone crease produced by the "Lintrak System" (equal or better). |
| FRONT | Left front to have a self-fabric center pleat 1 ½ " wide extending from collar band to bottom of shirt. It shall have two (2) rows of stitching 1" apart. The center pleat to be lined with 100 % Polyester. Right front to have an approximate 3" turn back extending from collar to bottom of shirt. The right front shall have seven (7) buttons. |
| COLLAR | To be die cut. Convertible collar is to measure approximately 3 ¼" long at point and to be topstitched 3/16" from edge. The interlinings are to be Dacron Polyester, 250 Denier. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. |
| YOKE | Two-ply yoke lined on the inside with Polyester satin. Yoke shall measure approximately 3" at bottom center of band and 3 ¼" at outside edge of yoke. 1/16" topstitch. |
| SLEEVES | Sleeves are to be one (1) piece, have a 1" hem and finish 10" long from the shoulder seam. Sleeve setting and closing shall be done with an overedge and safety stitch. The sleeve is to be bar tacked at the hem. |
| POCKETS | Two (2) breast pockets finishing 5 ½ " wide and 6" long to have mitered corners. Both pockets shall have a 1 ½" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1 ½" wide. Velcro ¾" wide and ¾" long to be placed on each pocket to secure Velcro placed on each flap. |
| FLAPS | To be die cut, creased and scalloped, finishing 5 ¾ " in width, 2 ½ " in length at the center of 2 1/8" at each side. Flaps to be placed ¼" above the top of each pocket and have one (1) centered buttonhole with button. The left flap to have a pencil opening 1 3/8" in width. Velcro 3/8" wide and 1" long to be placed on edges of each flap to secure Velcro placed on pockets. Flaps to be lined with crease'n'tack interlining. |
| PATCHES | Two (2) patches per shirt both the same. Uniform vendor will provide patches on shirt- on both shoulder ½" from upper seam. |
| BADGE TAB | Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two (2) small, uncut buttonholes one inch (1") apart with the lower buttonhole approximately 1 ½" above the flap. |
| SHOULDER STRAPS | To be sewn into sleeve head seam and measure approximately 2 1/8" tapering to 5/8" with end pointed. Straps to be set approximately half inch (1/2") from the collar seam. They shall be box stitched to shoulders with a row of cross-stitching two inches (2") from sleeve head and diagonally sewn from ach end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease'n'tack. |
| BOTTONS | To be a melamine button dyed to match the fabric color, 20 ligne. Removable button features to accommodate metal buttons |
| ZIPPER | Must include front metal zipper for shirt enclosure from top to bottom with equivalent color to shirt. |
| METAL BUTTON FEATURE | Dark brown equivalent to Perfection 2340DN shirts are made to accept metal buttons on the shoulder straps, front, and pocket flaps, Four (4) Silver/Gold front buttons to be 20 ligne. Two (2) Silver/Gold buttons for epaulets. Two (2) Silver/Gold buttons for pocket flaps. Some shirts require Silver, and others require Gold buttons. |
| STITCHING | The entire shirt is to be stitched with 100% polyester core 100% polyester wrap thread. All visible stitching must be 10-12 stitches per inch. Sleeve setting and side closing shall be done with an over edge and safety stitch. The outer edges of the collar are topstitched 3/16".The center front pleat has 2 rows of stitching 1" apart. The shoulder straps and pocket flaps are topstitched 1/16" from the edges. There is a second row of topstitching ¼" from the flap setting stitches. The lower edge of the yoke is topstitched 1/16". |
| EPAULETS | Must be set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be sewn to the jacket using a box-cross stitched and shall have a buttonholed. Epaulets will be pink tan with red piping. |
| COLOR | (659AP) Brown (equal or better) |
| CONSTRUCTION | The collar is made by the conventional construction. The top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched. Shoulder straps and pocket flaps are creased. |
| WARRANTY | One (1) year against workmanship or fabric defects |
| SIZES | All Shirts must be available in even and half size neck sizes. "Talls" shall be available as "in-stock" item. |
| TAG & CARE INSTRUCTIONS | Each garment will be identified by permanent size, lot number, cut number, fiber content, WPL and care instruction labeling. |
| LABELING | The shirt shall be labeled with the following information: style number, size, fiber content, care instructions, RN number and country of origin. |

## 2) SHIRTS -LONG SLEEVE (Perfection-Style 3000BN) equal or better

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|---|---|
| FABRIC | Delta Mills, Style #9270 or equal, 100% Polyester, 2x2 Ply Constructions. Weight 9.5 to 10 oz. per yard. Tropical Weave. |
| CREASING | Pockets, pocket flaps, collar band and shoulder straps to be stitched-creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back. |
| FRONT | To have a self-fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 1" apart. The center pleat to be lined with Dacon Polyester, 250 Dener. A self-lined button stand 7/8" wide shall be placed on the right side and extend from collar band to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two-piece construction. |
| COLLAR | To be die cut. The back of the stand is to measure 1- ½". The points are to be 3-1/4" in length and top stitched ¼" from edge. The interlinings are to be 100% polyester. 250 denier. Collar band to be lined with crease 'n' tack interlining. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. The stand shall fasten with one button. All shirts to have satin lining. |
| YOKE | Two piece yoke of self-goods to measure approximately 3" at bottom center of band and 3 ¼" at outside edge of yoke. 1/16" topstitch. Shirts with no top stitched back yoke will not be acceptable. |
| SLEEVES | Each sleeve shall have one piece pointed placket 1-1-1/4" wide both top and bottom, with one button placed on the placket approximately 2-1/4" above the top of the cuff. Sleeve setting and closing shall be done with an overedge and safety stitch. Cuffs to close with 2 buttons and buttonholes, be 2-1/8" wide and have ¼" topstitching on the edge. They shall be lined with woven, unbleached 100% Cotton interlining. |
| POCKETS | Two (2) breast pockets finishing 5 ½ " wide and 6" long to have mitered corners. Both pockets shall have a 1 ½" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1 ½" wide. Velcro ¾" wide and ¾" long to be placed on each pocket to secure Velcro placed on each flap. |
| FLAPS | To be die cut, creased and scalloped, finishing 5 ¾ "in width, 2 ¾ " in length at the center of 2 ½ " at each side. Flaps to be placed ¼" |

| | |
|---|---|
| | above the top of each pocket and have one (1) centered buttonhole with button. The left flap to have a pencil opening 1 3/8" wide and 1 secure with bartacks on each side of the openings. Velcro 3/4 "square to be placed on the edge of each flap. Flaps to be lined with crease'n'tack interlining. |
| PATCHES/EMBLEMS | Two (2) patches per shirt both the same. Uniform vendor will provide patches on shirt- on both shoulder ½" from upper seam. |
| BADGE TAB | Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two (2) small, uncut buttonholes one inch (1") apart with the lower buttonhole approximately 1 ½" above the flap. Sling shall be turned and stitched and sewn down in the bottom. |
| SHOULDER STRAPS | To be sewn into sleevehead seam and measure approximately 2 1/8" tapering to 5/8" with end pointed. Straps to be set approximately half inch (1/2") from the collar seam. They shall be box stitched to shoulders with a row of cross-stitching two inches (2") from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease'n'tack |
| BOTTONS | To be a melamine button dyed to match the fabric color, 20 ligne. |
| ZIPPER | Must include front metal zipper for shirt enclosure from top to bottom with equivalent color to shirt |
| METAL BUTTON FEATURE | Brown Shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. Four (4) Silver/Gold front buttons to be 20 ligne. Two (2) Silver/Gold buttons for epaulets. Two (2) Silver/Gold buttons for pocket flaps. Some shirts require Silver, and others require Gold buttons |
| STITCHING | The entire shirt is to be stitched with 100% polyester core 100% polyester wrap thread. All visible stitching must be 10-12 stitches per inch. Sleeve setting and side closing shall be done with an over edge and safety stitch. The outer edges of the collar are topstitched 3/16". The center front pleat has 2 rows of stitching 1" apart. The shoulder straps and pocket flaps are topstitched 1/16" from the edges. There is a second row of topstitching ¼" from the flap setting stitches. The lower edge of the yoke is topstitched 1/16". |
| EPAULETS | Must be set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be sewn to the jacket using a box-cross stitched and shall have a buttonholed. Epaulets will be pink-tan with red piping. |
| COLOR | (659AP) Brown (equal or better) |
| CONSTRUCTION | The collar is made by the conventional construction. The top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched. Shoulder straps and pocket flaps are creased. |
| WARRANTY | One (1) year against workmanship or fabric defects. |
| SIZES | Shirts shall be available as a stock item sized with the exact neck size and exact sleeve length. Any combination neck size or sleeve lengths are not acceptable. |
| TAG & CARE INSTRUCTIONS | Each garment will be identified by permanent size, lot number, cut number, fiber content, WPL and care instruction labeling. |
| LABELING | The shirt shall be labeled with the following information: style number, size, fiber content, care instructions, RN number and country of origin. |

## 3) TROUSERS – POLYESTER TWILL (Style -X13506NS) equal or better

| | |
|---|---|
| FABRIC | Milliken 707428, Color: taupe/pick-tan 7496, 100% polyester, Weight: 15.75 oz./linear yard, Weave: 2 x 2 Right Hand Twill, Construction: 92 warp x 62 filling, Tensile Strength: 293 x 201 lbs., Finish: Visa® System III |
| POCKETING & LINING | All pocketing must be in black, 70% polyester/30% cotton, weave plain , 82 warp x 50 filling, 119 x 98 lbs. The weight must be 3.5 oz./square yard |
| CREASING | The front and rear creases in the trouser legs incorporate a permanent modified silicone crease produced by the Lintrak® System. |
| DESIGN | The trousers shall be made from a manufactured from a men's up-to-date uniform trouser pattern. The trouser styling shall incorporate a plain front with two quarter top pockets. Trouser is straight leg bottoms. Topstitched back pockets with triangle bartacks, left pocket has tab to button, zipper fly front with French fly. Inside belly band. Crotch lining. 1 1/2 inch waistband with dropped belt loops. |
| STRIPE | The trouser must have a stripe from waistband. The stripe shall be brown measuring ½" wide on ¾ red striping on pant leg from waistband down |
| POCKETS | The front pockets are quarter top style, with a minimum 6 1/2" opening and a 6" depth, measured from the bottom of the opening. The front pocket bags are double tipped and shall be stitched, turned, and re-stitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1 1/2" wide. The back pockets have 5 1/2" openings and are 6" deep. They shall be made with a Reese PW automatic machine and topstitched on the outside with an exposed top and bottom welt inside facing. The left pocket shall have a tab to button. The front pockets shall have straight bartacks at the ends of the openings. The back pockets shall have triangle bartacks at the ends of the openings. |
| WAISTBAND | The trousers are made with a continuous closed 1 1/2" wide waistband. The full length of the waistband is stabilized with fusible nonwoven interlining. The waistband shall close with a crush proof hook and eye, which are reinforced with canvas stays. There shall be a bartack behind the eye. The 3-strand Snugtex® waistband curtain finishes 2 1/4" wide. 3/4" Ultra BanRol® waistband stiffener is used in the full length of the waistband. The waistband curtain shall be set on with a rocap machine and be closed by stitching below the waistband through the outer fabric and the waistband curtain |
| BELT LOOPS | There shall be seven (7) belt loops on sizes 38 and smaller, and 8 belt loops on sizes 40 and larger. Each loop is to be 3/4" wide, of double thickness, have canvas interlining and be stitched with a 1/4" gauge twin needle. All loops shall be tacked to the outside of the waistband, folded over the tacking, with the bottom of the loop folded under and tacked to the trousers. The side loops shall be placed 3/4" behind the side seams. The loops shall accommodate a 2" wide belt. |
| ZIPPER & FLY | The trousers shall close with a YKK brass memory lock zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting cam lock slider. Both flies have fusible nonwoven interlining. The right fly has a French fly extension and is lined with pocketing fabric, which extends from the top of the waistband to the inseam. A matching button is stitched to the left waistband curtain to fasten the French fly. A straight bartack shall be stitched at the bottom of the fly from the outside of the garment, through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trousers. The zipper and fly topstitching extend to the top of the waistband |
| INSIDE TRIM | Each front has a 4" wide belly band, made of pocketing fabric. It is sewn to the pocket bag and caught in the fly facing topstitching and the waist seam to provide a smooth front appearance. The crotch lining is made of folded pocketing fabric to provide a double layer and is serge to each front. The right fly lining extension is stitched to the front seat seam allowances and extends to the inseam. |
| STITCHING | The entire trouser is to be stitched with matching polyester core or 100% polyester spun thread. The thread shall be colorfast and match the fabric. All visible stitching must be 10-11 stitches per inch. All exposed inside seams are to be serge. The seat seam must be stitched with a tandem needle machine. There is a minimum 2 3/4" seat outlet for alterations. |
| PRESSING & FINISHING | All loose threads shall be removed. Trousers must be pressed on Hothead presses and properly shaped, with the inseams, outseams, and seat seam pressed open. There must be a Texpak clip attached to the waistband of the finished trousers |
| SIZES | The trousers shall be unhemmed and available in a regular rise length in waist sizes 28 through 60. Odd waist sizes must be available. |
| TAG & CARE INSTRUCTIONS | Trousers shall be labeled with the following information: manufacturer, style number, size, fiber content, care instructions, RN number and country of origin. |

## 4) PATROL JACKETS

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|---|---|
| FABRIC | Outershell: Travis Mills #7450 ,100% Nylon Supplex or equal<br>Removable Lining: 104x86 Thread Count, 70 Denier Nylon Taffeta or equal<br>Color: Brown<br>Thinsulate by 3M quilted 200-gram body with 100-gram sleeve or equal.<br>100 % Nylon taffeta, thread counts 104x86 or equal |
| DESIGN | The jacket shall be a full cut, waist length model with two-way zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout the body and sleeves being fully lined |
| BODY DETAIL | The front shall be plain with patch pockets, flaps and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back designed with the Articulated Gusset for full freedom of movement. There is to be a separate 2- ½" shirred waistband with 2- ½" heavy duty elastic. The entire waistband is to be shirred with the exception of an area 5 ¾" on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and elasticized snap closure. The shoulders shall have pads. A self goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side. |
| INSIDE DETAIL | On the left side of the coat, there shall be a gun pocket installed on the Removable lining to accept a small frame handgun. The gun pocket shall have a minimum opening of 4 ½" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5 ¼" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip in liner. The bottom of the coat on the inside shall have a 4" piece of outer shell material between the waistband and the inner taffeta lining to guard against wear from the inside. |
| SLEEVES | The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1 7/8" in width. DEPARTMENT's PATCH MUST BE SEWN ON BOTH SLEEVES. |
| POCKETS | There shall be two patch pockets with 1 ½" box pleats, finishing approximately 6 ½" wide and 7 3/8" deep. Flaps shall be scalloped and self lined, measuring 6 ¾ wide and 3 3/8" long at center and 3" long at each end. They shall close with Velcro on the side points and with a centered buttonhole. The pockets shall be lined with pocketing material with an opening of approximately 5 ½" on the side. The left patch pocket is to have a 1 ½" pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked. Flaps are too interlined |
| COLLAR | The standup collar shall be made using self material and shall be interlined with Pellon. There shall be an option of a detachable hood and fur collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons. |
| EPAULETS | The epaulets shall be made of self goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck. |
| SIZES | Jackets must be available small through XXL and larger |
| BADGE TAB | The badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1"wide. The first eyelets is ½ "down from the top finished edge and the second is ½" up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. The badge tab shall be centered 2 ½" above the left flap pocket. |
| ZIPPER | There shall be an YKK #5, two-way molded nylon sipper in the front and an 11" nylon zipper on each side vent. |
| BUTTONS & SNAPS | The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. The front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps. |
| THREAD | All sewing is to be done with polyester core thread or 100% spun polyester thread. |
| SIZE TAG & CARE INTRUCTIONS | Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size fiber content and WPL number. |
| WARRANTY | Garments shall have a one year warranty against workmanship against workmanship or fabric defects. |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders. Emblem are to be included in the price of the jacket |

## 5) SHIRTS -POLO-SHORT SLEEVE (5.11Tactical #71048) equal or better

| | |
|---|---|
| DESCRIPTION | • 100 % Treated 6.4 oz. Interlocked cotton fabric to prevent fading, wrinkling and shrinking<br>• Moisture wicking finish<br>• Tough melamine buttons<br>• No roll Collar with flexible collar strays<br>• Mic-loop pockets located at each shoulder and placed at the bottom of the placket at the sternum level<br>• Reinforced dual pen pockets<br>• Polo shirts with name & title embroidered on right breast and badge embroidered on left breast |
| COLOR | Dark Navy |
| SIZE | Sm – XXL and Larger |
| EMBLEM | Hidalgo County CONSTABLE badge embroidered on left side of chest. Name (bottom) & title (top) to be on right side. Bidders are encouraged to attend the pre-bid conference for viewing of samples. |

## 6) SHIRTS-PROFESSIONAL POLO-SHORT SLEEVE (5.11 Tactical #41060) equal or better

| | |
|---|---|
| DESCRIPTION | 100% Treated cotton to prevent fading, wrinkling,& shrinking, tough melamine buttons, No Roll Collar with flexible collar stays, Reinforced dual pen pockets on left sleeves, Accepts embroidery and silk screening well |
| SIZES | Small through 3XL |
| COLOR: | Dark Navy |
| EMBLEM | Hidalgo County CONSTABLE badge embroidered on left side of chest. Name (bottom) & title (top) to be on right side. Bidders are encouraged to attend the pre-bid conference for viewing of samples. |

## 7) PANTS-TACTICAL (5.11 Tactical 74003) equal or better

| | |
|---|---|
| FABRIC | 100 % Cotton Tactical Canvas, 8.5 oz , 73x40/10x10, Pant weight |
| POCKETING | 80% Polyester 20% Cotton T/C, tightly woven poplin |
| SIZE | Pants must be available in Regular, Short, Long and X-Large Long. from stock |
| COLOR | Brown (108) |
| FEATURES & BENEFITS | Self adjusting action waist with elastic sides; 7 belt loops and a D0Ring; Deep front pockets; cargo pockets with flaps; phone pocket on right front, Large open-top back pockets, and a tool strap on right back. The pants have double knees of self fabric, removable 6mm |

| | |
|---|---|
| | Neoprene knee pad inserts; and a double seat of self fabric. Bottom hems have openings for draw cords. |
| POCKETS | • Front pocket openings have self fabric facings and extra reinforcements on knife clippings area. Pocket openings are firmly bar tacked on both ends. Pocket bags are made of durable Poly/Cotton blend and they are extra deep. Pocket bags are finished clean inside the paint and double stitched for heavy duty.<br>• Cargo pockets have large flaps and Velcro closure.<br>• Knife pocket Is lined with extra durable Cordura Nylon. The pocket has gussets on sides and a large flap with Velcro closure; it accommodates a phone.<br>• Back Pockets are formed of self fabric. They are extra large with large open top. The top has Velcro closure. Opening has extra reinforcement on the side seam side; both ends are firmly cross-bar tacked. |
| SEAMS & STITCHING | • Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.<br>• Top stitching are non-raveling lock stitching. Side seams, seat seam and front rise have two-needle top stitching. Crotch point is bar tacked. Fly outline, had pocket openings, all pocket flaps, knee patches and seat patch have double needle top stitching. Cargo pockets are attached with double needle top stitching. Belt loops are bar tacked on all corners. Cargo pocket openings are bar tacked and flaps are cross bar tacked. Back pocket openings are cross bar tacked. All Velcro pieces are attached with box stitching |
| LABELS | The woven logo label, care label, size label, country of origin label and fiber content are permanently attached to the pants. |
| CLOSURES | Closures are high quality, proven brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is metallic PRYM snaps with extra strong grip. Inside fly button is cross tacked. |
| **8) SHIRT- TACTICAL SHORT SLEEVE** (Propper F531150)**equal or better** | |
| DESCRIPTION | Made of 4-ounce 65% polyester/ 35% cotton ripstop This is an all-season weight, 65% polyester / 35% cotton fabric manufactured in a ripstop weave. The fabric is coated with DuPont Teflon to repel stains and liquids<br>Hidden zipper (mock button) front for ease of use<br>Battle Rip® fabric is lightweight and durable<br>DuPont® Teflon® fabric protector repels stains and liquids<br>Gusseted underarms for better range of motion<br>Two zippered chest pockets<br>Hidden collar stays provide a clean, professional look |
| SIZES | Small through 3XL |
| COLOR: | Sheriff brown |

# D.) Hidalgo County Constable Precinct No. 4

## *UNIFORM I*

### 1) SHIRTS-SHORT SLEEVE (perfection uniforms 2300, 2340 zipper front) equal or better

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|---|---|
| FABRIC | VISA System 3® fabric from Milliken & Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling. |
| COLOR | Silver Tan |
| CREASING | Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back. |
| FRONT | To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester, 250 Denier. Right front to have an approximate 3" turnback extending from collar to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction. |
| COLLAR | To be die cut. Convertible collar is to measure 3-1/4" long at points and to be topstitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. All shirts to have satin lining in neck area. |
| YOKE | Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. Yoke must have a 1/16" topstitch. Shirts with no top stitched back yoke will not be accepted. |
| SLEEVES | Sleeves are to be one piece, have a 7/8" hem and finish 9-1/2" to 9-3/4" long from the shoulder seam. Sleeve setting and closing shall be done with an overedge and safety stitch. The sleeve is to be bartacked at the hem |
| POCKETS | Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap. |
| FLAPS | To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro 3/4" square to be placed on edges of each flap. Flaps to be lined with crease 'n' tack interlining. |
| BADGE TAB | Inside sling type of self goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down on the bottom. |
| SHOULDER STRAPS | To be sewn into sleeve head seam and measure approximately 2-1/4" tapering to 1-1/2" with end pointed. Straps to be end approximately 1/2" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease 'n' tack. |
| EPAULETS | Silver tan with gold piping |
| SHIRT SIZES | All shirts must be available in exact neck sizes. Alpha sizes will not be acceptable. In neck sizes 16 through 18 ½ "Talls" must also be available as an "in-stock" item. |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt. |
| BUTTONS | To be a melamine button dyed to match the fabric color, 20 ligne. |
| METAL BUTTON FEATURE* | Dark Navy and Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turnback. Six front buttons to be 22 ligne. |
| PACKING | Shirts to be polybagged individually. |
| ZIPPER CLOSURE | All shirts must have a front closure with a 14" nylon separating zipper. |
| **WARRANTY** | One year against workmanship or fabric defects. |

### 2) SHIRTS-LONG SLEEVE (perfection uniforms 2000, 2040 zipper front) equal or better

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|---|---|
| FABRIC | VISA® System 3 fabric from Milliken and Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling. |
| COLOR | Silver Tan |
| CREASING | Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back. |
| FRONT | To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester,250 Denier. A self-lined button stand 7/8" wide shall be placed on the right side and extend from collar band to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction. |
| COLLAR | To be die cut. The back of the stand is to measure 1-1/2". The points are to be 3-1/4" in length and top stitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Collar band to be lined with crease 'n' tack interlining. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. The stand shall fasten with one button. All shirts to have satin lining in neck area. |
| YOKE | Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. 1/16" topstitch. Shirts with no top stitched back yoke will not be acceptable. |
| SLEEVES | Each sleeve shall have one piece pointed placket 1-1-1/4" wide both top and bottom, with one button placed on the placket approximately 2-1/4" above the top of the cuff. Sleeve setting and closing shall be done with an overedge and safety stitch. Cuffs to close with 2 buttons and buttonholes, be 2-7/8" wide and have 1/4" topstitching on the edge. They shall be lined with woven, unbleached 100% Cotton interlining. |
| POCKETS | Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap. |
| FLAPS | To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro ¾" square to be placed on the edge of each flap. Flaps to be lined with crease 'n' tack interlining |
| BADGE TAB | Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down in |

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| | the bottom. |
| SHOULDER STRAPS | To be sewn into sleeve head seam and measure approximately 2-1/4" tapering to 1-1/2" with end pointed. Straps to be set approximately 1" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease 'n' tack. |
| EPAULETS | Silver tan with gold piping |
| SHIRT SIZES | Shirts shall be available as a stock item sized with exact neck size and exact sleeve length. Any combination neck size or sleeve lengths are not acceptable. |
| BUTTONS | To be a melamine button dyed to match the fabric color. 20 ligne. |
| METAL BUTTON FEATURE* | Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turnback. Six front buttons to be 22 ligne. |
| PACKING | Shirts to be polybagged individually. |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt. |
| ZIPPER CLOSURE | All shirts must have a front closure with a 14" nylon separating zipper. |
| WARRANTY | One year against workmanship or fabric defects. |

## 3) TROUSERS (flying cross -fechheimer #38205) equal or better

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|---|---|
| FABRIC | 100% Polyester, 11-11½ oz. per linear yard, weave-serge |
| SYLE | Trouser shall be manufactured from an up-to-date men's uniform trouser pattern. The trouser styling shall be T-1: plain front, two (2) quarter top front pockets, and two (2) hip pockets professionally finished with no visible topstitching. Work wear industrial style construction is unacceptable and shall be cause for rejection |
| COLOR | Forest Green |
| LINING MATERIAL | The pocketing and fly lining material shall be 70% Polyester / 30% Cotton, 2.9 oz. per square yard (60" width) with a minimum 78 x 48 count. Pocketing must have a durable press finish and the color of the pocketing must be black. |
| WAISTBAND | The waistband shall be constructed using the "closed method" and shall measure a minimum of 1-7/8" wide when finished. The waistband curtain shall finish a minimum 2-1/8" wide and is to be made of the same fabric and color as the pocketing material and shall be attached to the top of the trouser with a zigzag stitch. The waistband curtain must contain Tru-Grip, a ½" surface area composed of thin 55 gauge rubber for maximum comfort and performance. The Tru-Grip acts to help keep shirts tucked in securely. (Substitution of a silicone strip or strips in place of Tru-Grip shall not be acceptable and shall be cause for rejection.)<br><br>The waistband curtain is composed of a wet laid non woven canvas weighing 3.3 oz. per square yard. The canvas is covered in the same color and material as the pocketing. The ½" rubberized surface area is positioned 1-¼" up from the bottom of the curtain.<br><br>The specifications for the rubberized Tru-Grip curtain are as follows:<br><br>Width: 1-1/8-inch<br>Warp: 300 Denier Texturized Polyester<br>Filling: 300 Denier Texturized Polyester<br>Rubber: 55 Gauge<br>Count: 32-36 yarns per inch<br>Contents: 59% Polyester/41% Rubber<br><br>The waistband must contain ¾-inch Ban-Rol to prevent roll over at the trouser front. The waistband closure shall be accomplished with a single crush proof hook and eye centered on the waistband for wearer comfort. The hook and eye shall be reinforced with 7/8-inch non-woven stay tape that is anchored with topstitching through and through to the top of the waistband (bartacks in place of topstitching shall be cause for rejection). In addition to the stitching of the waistband when it is set onto the trouser, the waistband must also be topstitched below the waistband seam through the waistband curtain for added strength. The back center seam of the trouser is to be finished to allow for alterations (with ample basic fabric and waistband curtain material to allow trouser size to be increased at least one size). The outlet in the seat is to be in proportion to waist outlet so seat may also be let out. Seat seam must be sewn with a tandem needle machine (double-needle stitch) for maximum strength. |
| BELT LOOPS | There shall be a minimum of seven belt loops 3/4" in width of double thickness. Each loop must have a non-woven interlining for added durability. All loops (except back center) must be sewn into the top and bottom of the waistband ("dropped" belt loops that are tacked to the outside of the trouser all around waist shall be cause for rejection). The top of the belt loops (except back center) shall be sewn into the waistband curtain seam with a Rocap machine using a zigzag stitch. The bottom of the center back loop shall be tacked to the trouser and the top of the loop tacked to the outside of the waistband to allow for easier waist alteration. |
| POCKETS | The two (2) front pockets will be quarter top style with a minimum opening of 6" and a minimum depth of 4-1/2" measured from the bottom of the opening. Front pockets to have firm straight bartack at bottom of pocket openings. Pockets shall be constructed using the stitch, turn, and topstitch method. Front pocket facings to be made of the basic trouser fabric and shall be a minimum of 1". Front pocket barrier shall also be made of the basic trouser fabric and to measure a minimum of 2" (measured to the inside edge of pocket lining).<br><br>The two (2) hip pockets shall have a minimum 5-3/8" wide (bartack to bartack) opening and a minimum depth of 5-3/4 " measured from the bottom of the pocket opening. Hip pockets shall be constructed using the double welt method on an automatic welt machine. The welts shall be finished in such a manner that there is no topstitching (topstitched hip pockets shall be cause for rejection). The corners of the hip pocket openings shall have straight firm bartacks for reinforcement (use of triangular bartacks shall be cause for rejection). Hip pocket facing to be made of basic trouser fabric and shall be a minimum of 3/4" and the barrier shall also be made of the basic trouser fabric and to be a minimum of 1-1/2". The left hip pocket shall have a centered tab made of basic trouser fabric inserted into the top welt with bartacks at the top and bottom of the tab to form an opening for a button. A button shall be located below the bottom welt corresponding in location with the tab, which shall be interlined with non-woven for added durability. There shall be a dart centered above each hip pocket to waistband. Dart shall be approximately 2-3/4" long tapered from 3/8" at waistband and shall be installed with automatic equipment for a clean non-puckered finish. |
| FLY: | Trouser shall have a brass metal zipper with memory lock brass slider secured by metal stopper at base. There shall be a French Fly tab closure on the inside of the right fly. The tab shall be double ply made of the basic trouser fabric (tabs made of pocketing material or a "grown on" French Fly will be cause for rejection). The right fly shall be lined with the same fabric and color as the pocketing. The fly lining shall be sewn to the left fly continuing below the zipper into the crotch area in a neat and durable manner. A button shall be located on the left fly corresponding with the French Fly tab to provide a clean and comfortable closure. Topstitching of fly to be installed with automatic "J" stitch equipment eliminating puckering and providing a clean finish. There shall be a firm straight bartack at the bottom of the fly going through the zipper tape for maximum strength. Bartack shall line up with starting point of "J" stitch. |
| SEAT | Seat must be sewn with a Tandem Needle Machine (double-needle stitch) for maximum durability. |

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| STITCHING, PRESSING & FINISHING | Trouser must be stitched with matching thread. Trouser must be neatly pressed on Hothead Presses and properly shaped. Outseams and inseams are edge serged on automatic equipment for uniformity of quality and shall be pressed open for a smooth pucker-free finish with repeated cleaning and pressing. Trouser must be cleaned and finished to eliminate loose threads. |
| STOCK SIZES | Trouser must be available from stock in the following sizes:<br>SHORT RISE: 28 - 40 (EVEN ONLY)<br>REGULAR RISE: 28 - 56 (EVEN ONLY OVER 38)<br>LONG RISE: 32 - 42 (EVEN ONLY) |
| LABELS: | Trouser must have a permanent label providing care instructions and small woven label indicating waist size. A removable paper ticket showing the size, fabric content, cut number, and WPL and RN number must be on the outside of the waistband. Ticket to be matchbook style installed with plastic staples for easy removal without damaging trouser material and showing size when trousers are stacked. |

## *UNIFORM –II*

### 4) SHIRTS--SHORT SLEEVE (8713X) Blauer Street Gear -equal or better

| | | |
|---|---|---|
| SHELL FABRIC | 6.5 oz. per square yard 2 X 1 twill weave in a 65% polyester / 35% cotton fiber blend with 3XDRY® comfort finish and 10-12% filling stretch that is pre-cured for wrinkle resistance. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care. | |
| COLOR | (45) Silver Tan | |
| TRIM | Interlining: Small Parts: 100% polyester Front Placket: 50% Polyester 50% Cotton<br>Hook and loop: Woven Nylon base<br>Buttons: melamine, 20 ligne, matching shell fabric | |
| DESIGN & CONSTRUCTION | Short sleeve uniform shirt<br>5 crease military style with permanent sewn in creases<br>Top fused convertible sport collar<br>Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure<br>Epaulets<br>Badge eyelets with internal support strap<br>Extra long shirt tails | |
| CUSTOMIZATION | Emblems<br>Name Tab<br>Zipper Front<br>Metal Buttons on epaulets and pocket flaps | |
| SIZE RANGE | Men's: Regular Length: S-3XL AND Women's: Regular Length: XS-2XL | |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt. | |
| MEASUREMENTS | **Men's: Regular Length: L:** | **Women's: Regular Length: M** |
| | Neck: 17.25 (plus or minus 0.5 inches)<br>½ Chest: 25.25 (plus or minus 0.75 inches)<br>Back Length: 32.5 (plus or minus 0.5 inches) | Neck: 15.5 (plus or minus 0.5 inches)<br>1/2 Chest: 22(plus or minus 0.75 inches)<br>Back Length: 28.5 (plus or minus 0.5 inches) |

### 5) TROUSERS (5.11 Tactical Men's PDU #74338 Class A Twill) equal or better

| | |
|---|---|
| FABRIC TYPE | Main Body: 65% Polyester 35% Cotton 7.25 oz PDU® Twill with Teflon® finish<br>Pocketing: 80% Polyester 20% Cotton 4.0 oz. Plain Weave |
| FEATURES & BENEFITS: | Self adjusting tunnel waist for ease of movement.<br>Silicone internal gripper waistband will help keep your shirt tucked in.<br>Diamond gusseted crotch for added durability and range of motion.<br>Permanent military creases for the professional appearance.<br>Genuine YKK® zippers and PRYM® snaps to help prevent failures.<br>Machine washable easy care.<br>Hidden side seam pockets and coin pocket inside wearer's right hand pocket |
| STITCHING & FINISHING: | Durable 5-7 thread seam construction with 10 stitches per inch.<br>Non-raveling lock stitch top stitching.<br>3 thread overlock placed at left and right inside fly, front rise, side seams, inseams, and bottom hem.<br>Lock stitch seam placed at waistband, back rise, side seam pockets, crotch gusset side seam and inseams.<br>Single needle topstitch at belt loops, tacked down and up and left fly outline.<br>Edge stitch at waistband top and bottom, belt loops edges, right fly edge, around fly tab, front and back rise left, around back pocket welts, both edges of back pocket button loops, all pocket facings finish, front pocket bags binding, both crotch gusset edges.<br>1/4" single needle topstitch at front pocket opening edges.<br>1/4" gauge double needle stitching at waistband elastic attachments, front pocket bag closures, side seam pocket bags, back pocket bags.<br>Bartacks at waistband opening, belt loop top corners, bottom of fly, back pocket button loops, front and back crotch gusset points, at left fly upper and top, front pocket bottom openings, and back welt pocket ends.<br>Triangular bartacks at back welt pocket ends<br>Key-hole button hole placed at center of fly tab. |
| CLOSURES: | Fly zipper is metallic YKK® zipper with locking slider.<br>Side seam hidden pocket zipper is a coil YKK® zipper.<br>Waist snap is metallic PRYM® 5.11 logo snap with extra strong grip.<br>Buttons on inside French fly, back pockets and a spare placed at wearer's left pocket bag are Aetna Melamine satin finish 4-hole style and are cross tacked. |
| LABELS: | The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the pant |
| SIZES: | Pants must be available in Regular, Short, Long and X-Large Long. from stock |
| COLORS: | Sheriff Green |

# *UNIFORM-III*

## 6) SHIRTS--POLO-SHORT SLEEVE -5.11 TACTICAL-(71048) equal or better

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|---|---|
| DESCRIPTION | • 100 % Treated 6.4 oz. Interlocked cotton fabric to prevent fading, wrinkling and shrinking<br>• Moisture wicking finish<br>• Tough melamine buttons<br>• No roll Collar with flexible collar strays<br>• Mic-loop pockets located at each shoulder and placed at the bottom of the placket at the sternum level<br>• Reinforced dual pen pockets<br>• Polo shirts with name & title embroidered on right breast and badge embroidered on left breast |
| COLOR | Silver tan |
| SIZE | Sm – XXL and Larger |

## 7) PANTS--TACTICAL - 5.11 TACTICAL (74251) equal or better

| | |
|---|---|
| FABRIC | 100 % Cotton Tactical Canvas, 8.5 oz , 73x40/10x10, Pant weight |
| POCKETING | 80% Polyester 20% Cotton T/C, tightly woven poplin |
| SIZE | Pants must be available in Regular, Short, Long and X-Large Long. from stock |
| COLOR | OD Green |
| FEATURES & BENEFITS | Self adjusting action waist with elastic sides; 7 belt loops and a D0Ring; Deep front pockets; cargo pockets with flaps; phone pocket on right front, Large open-top back pockets, and a tool strap on right back. The pants have double knees of self fabric, removable 6mm Neoprene knee pad inserts; and a double seat of self fabric. Bottom hems have openings for draw cords. |
| POCKETS | • Front pocket openings have self fabric facings and extra reinforcements on knife clippings area. Pocket openings are firmly bar tacked on both ends. Pocket bags are made of durable Poly/Cotton blend and they are extra deep. Pocket bags are finished clean inside the paint and double stitched for heavy duty.<br>• Cargo pockets have large flaps and Velcro closure.<br>• Knife pocket Is lined with extra durable Cordura Nylon. The pocket has gussets on sides and a large flap with Velcro closure; it accommodates a phone.<br>• Back Pockets are formed of self fabric. They are extra large with large open top. The top has Velcro closure. Opening has extra reinforcement on the side seam side; both ends are firmly cross-bar tacked. |
| SEAMS & STITCHING | • Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.<br>• Top stitching are non-raveling lock stitching. Side seams, seat seam and front rise have two-needle top stitching. Crotch point is bar tacked. Fly outline, had pocket openings, all pocket flaps, knee patches and seat patch have double needle top stitching. Cargo pockets are attached with double needle top stitching. Belt loops are bar tacked on all corners. Cargo pocket openings are bar tacked and flaps are cross bar tacked. Back pocket openings are cross bar tacked. All Velcro pieces are attached with box stitching |
| LABELS | The woven logo label, care label, size label, country of origin label and fiber content are permanently attached to the pants. |
| CLOSURES | Closures are high quality, proven brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is metallic PRYM snaps with extra strong grip. Inside fly button is cross tacked. |

## 8) PANTS--TACLITE PRO ( 74273) equal or better

| | |
|---|---|
| FABRIC & FINISHING | • Main body: 65% Polyester, 35% Cotton , 6.14 oz, tear resistant Ripstop; with HR Teflon water resistant<br>• Pocketing : 65% Polyester 35% Cotton, 3.2 oz T/C, tightly woven poplin |
| SIZE | Pants must be available in Regular, Short, Long and X-Large Long. from stock |
| COLOR | Department to determine color |
| DESIGN FEATURES & BENEFITS | Self adjusting side elastic action waist with 7 wide belt loops and a key ring. Snap closure on outside and button on inside fly. Tool strap on right back. Front pleats and crotch gusset for maximum range of movement. Deep front pockets, Cordura lined knife pocket on right front and Cordura lined cell pocket on left; Pleated cargo pockets on both sides; two large, open back pockets. The pant has double seat and double knees of self fabric with knee pad openings inside. |
| DESIGN DETAILS POCKETS: | • **Front and Back Pocket** openings are reinforced with Cordura binding on knife clip area. Pocket openings are firmly bar tacked. Front pocket bags are made of durable Poly/cotton blend. Pocket bags are extra deep and finished clean inside the pant with stitched edge for heavy duty.<br>• **Knife Pocket** has extra firm welt for knife clip, and is sized to accommodate C.U.B. knife or hide a magazine.<br>• **Cell Pocket** is gusseted on both sides and accommodates blackberry, the flap has Velcro closure for safety.<br>• **Back Pockets** are made of self fabric; they are extra large with easy access open tops and Velcro closure.<br>• **Cargo Pockets** have expandable inverted box pleat in the center and flap with two-Velcro closures. |
| SEAMS & STITCHING | • **Seams** are durable with 10 stitches per inch and extra heavy 5-thread construction.<br>• **Top Stitchings** are non-raveling lock stitchings. Belt loops are double top stitched, and bar tacked on all corners. Back pocket openings and tool strap are cross bar tacked. Side seams, fly outline, front rise and seat seam are double stitched. Crotch gusset is top stitched, crotch points and fly are bar tacked. Front pocket openings, pocket flaps, knee patches, and double seat are double top stitched. Cargo pockets are set with double stitching. Pocket and pocket flap setting stress points are bar tacked |
| LABELS | The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the pant. |
| CLOSURES | Closures are high quality, proven performance brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is PRYM snap with extra firm grip. Inside button is cross stitched. |

## 9) TIES

| | |
|---|---|
| DESCRIPTION | Clip-on tie, with buttonhole you can slide small end of tie through the loop and button to shirt size 3" wide with permanent knot, made of polyester |
| SIZES | regular: 17 ½ -long: 19 ½ |
| COLOR | Forest Green |

| 10) COWBOY HATS | |
|---|---|
| DESCRIPTION | Felt cowboy hat: Stetson felt (equal or better), Style: Roper, 4" brim, quality 4X or better |
| SIZES | sizes 6 ¾ and larger |
| COLOR | To be determine by department |

| 11) JACKETS | |
|---|---|
| FABRIC | Outershell: Travis Mills #7450 100% Nylon Supplex (equal or better)<br>Removable Lining: 104x86 Thread Count, 70 Denier Nylon Taffeta or equal<br>Color: Navy<br>Thinsulate by 3M quilted 200-gram body with 100-gram sleeve or equal.<br>100 % Nylon taffeta, thread counts 104x86 or equal |
| DESIGN | The jacket shall be a full cut, waist length model with two-way zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout the body and sleeves being fully lined |
| BODY DETAIL | The front shall be plain with patch pockets, flaps and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back designed with the Articulated Gusset for full freedom of movement. There is to be a separate 2- ½" shirred waistband with 2- ½" heavy duty elastic. The entire waistband is to be shirred with the exception of an area 5 ¾" on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and elasticized snap closure. The shoulders shall have pads. A self goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side. |
| INSIDE DETAIL | On the left side of the coat, there shall be a gun pocket installed on the permanent lining to accept a small frame handgun. The gun pocket shall have a minimum opening of 4 ½" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5 ¼" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip in liner. The bottom of the coat on the inside shall have a 4" piece of outer shell material between the waistband and the inner taffeta lining to guard against wear from the inside. |
| SLEEVES | The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1 7/8" in width. . |
| POCKETS | There shall be two patch pockets with 1 ½" box pleats, finishing approximately 6 ½" wide and 7 3/8" deep. Flaps shall be scalloped and self lined, measuring 6 ¾ wide and 3 3/8" long at center and 3" long at each end. They shall close with Velcro on the side points and with a centered buttonhole. The pockets shall be lined with pocketing material with an opening of approximately 5 ½" on the side. The left patch pocket is to have a 1 ½" pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked. Flaps are too interlined |
| COLLAR | The standup collar shall be made using self material and shall be interlined with Pellon. There shall be an option of a detachable hood and fur collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons. |
| EPAULETS | The epaulets shall be made of self goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck. |
| SIZES | Jackets must be available small through XXL and larger |
| BADGE TAB | The badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1"wide. The first eyelets is ½ "down from the top finished edge and the second is ½" up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. The badge tab shall be centered 2 ½" above the left flap pocket. |
| ZIPPER | There shall be an YKK #5, two-way molded nylon sipper in the front and an 11" nylon zipper on each side vent. |
| BUTTONS & SNAPS | The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. The front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps. |
| THREAD | All sewing is to be done with polyester core thread or 100% spun polyester thread. |
| SIZE TAG & CARE INTRUCTIONS | Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size fiber content and WPL number. |
| WARRANTY | Garments shall have a one year warranty against workmanship against workmanship or fabric defects. |
| EMBLEMS/PATCHES | Emblems are to be sewn on both shoulders with a 41/2" emblem 80% embroidery with plastic backing. Emblem are to be included in the price of the jacket |

# E.) HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

## 1) RAINCOATS: Yellow/Gold With Screen Print Black Lettering On Back(Neese –equal of better)

- With Detachable Hood
- 3 inch Reflective Lettering in either "Detention Officer" or "Sheriff" per request
- Sizes Small to 6X Large
- Slash Through pickets

## 2) GLOVES: (Hatch) Frisk Master Fm 2000 Gloves With Spectra (Equal Or Better)

Premium Leather shell
100% Spectra Knit Liner
Twice the cut resistance of Kevlar
Sizes X-Small to 2Xlarger
Elastic around glove wrist to hold cuff secure on hand

## 3) COVERALLS: (TYVEK) Personal Protection Coveralls With Attached Hood, And Booties (Equal Or Better)

Color White and Yellow
Sizes Small to 3XLarge
Protective barrier against particulates and liquid splashes
Front zipper closure and elastic wrists

## A). POLYPROPYLENE DISPOSABLE COVERALLS, LONG SLEEVE TOPS, PANTS

Polypropylene lightweight, spun bound 1.25 oz. material weight, Porous, breathable, economical and disposable

- Coveralls with collar and zipper, color and snap closures, color navy blue, sizes x-small to 5 x-large
- Long Sleeve shirts with collar and snap closures, color navy blue, sizes x-small to 5 x-large
- Pants with elastic waist, Color navy blue, Sizes x-small to 5 x-large

## 4) CUSTODIAN AND MAINTENANCE TEMPORARY KHAKI WORK SHIRTS

Dickies (or equivalent) Short & Long Sleeve Khaki Work Shirt # 1574KH Visa Stain release finish, Extra Long tail, Colors match traditional Work Pants 5 oz. Twill ( 65% Polyester / 35% Cotton )
Sizes Small to 5XLarge
Men and Female Sizes

## 5) TRADITIONAL WORK PANTS (SHERIFF DEPARTMENT)

Dickies (or equivalent)
8 ¾ oz twill (65% Polyester/ 35% Cotton)
Permanent crease, tunnel belt loops. No roll waistband lock stitched hem, stain release finish.
Men Sizes 26" waist unhemmed to 60" waist unhemmed
Colors: Dark navy, khaki, & black

## 6) WOMEN'S FLAT FRONT PANTS (SHERIFF DEPARTMENT)

- Easy care, Durable 2x1 twill. 1 ½" waistband, stain release finish, single right back pocket w/ button closure, two front quarter pockets. Hook & eye front closure, 7 oz twill mechanical stretch, 65% Polyester/ 35% Cotton
- Women sizes 2 unhemmed to 26 unhemmed
- Color: dark navy, khaki, and black

## 7) SCRUBS (SHERIFF DEPARTMENT)

- Cargo type shirt and pant, male and female sizes x-small to 6 x-large,
- Pants in regular length, and extra long lengths,
- Top with 3 pocket (1 breast, and 2 kangaroo pockets),
- Bottoms with 5 pockets (2 front side pockets, 1 rear back pocket and 2 cargo thigh pockets),
- Bottoms with elastic waist band and draw string, 65% polyester & 35% cotton
- Colors: dark navy, burgundy, dark green

## 8) RAIN BOOTS

- Norcross Servus 18822-9 - 16" Black Economy Knee Boot (equivalent or better)
- Seamless molded construction
- 100% Waterproof
- Anti-Skid outside and heal
- Reinforced construction at critical stress points
- Foot Form contour Inside
- Electrical hazard, non-marking, slip resistant
- Men sizes: 6-13
- Women sizes: 6-11

## 9) WATERPROOF SAFETY TOE BOOT

- Safety toe, electrical hazard, non-marking, slip resistant, waterproof
- Men sizes: 7-13
- Women sizes: 7-11

## 10) WATERPROOF SAFETY TOE SHOE

- Safety toe, electrical hazard, non-marking, slip resistant, waterproof
- Men sizes: 7-13
- Women sizes: 7-11

## 11) BDU (BATTLE DRESS UNIFORMS) STYLE PANT:

Tan, Dark Brown, Black and Silver Grey (or color closest to the existing uniform) If the color varies distinctly from the existing uniform it will not be considered.

This is done to keep the appearance of uniformity.
65 % Polyester 35 % cotton rip stop only
Pants must have:

- Adjustable waist tabs
- Two (2) front pockets
- Two (2) rear pockets
- Two (2) large button down bellows leg pockets
- Reinforced seat and knees
- All seams double stitched
- Drawstring ankle ties

Pants must come in both regular and long lengths. The sizes of BDU'S used are: X-SMALL, SMALL, MEDIUM, LARGE, X-LARGE, XX-LARGE, XXX-LARGE, and XXXX-LARGE.

Note: Shrinkage allowance must be minimal on pant and contain washing care instructions. Material must be machine washable and able to be ironed.

## 12) BDU (BATTLE DRESS UNIFORM) STYLE SHIRT:

Tan and Dark brown (or color closest to the existing uniform) If the color caries distinctly from existing uniform color in will not be considered. This is done to keep the appearance of uniformity.

65 % Polyester 35 % cotton rip-stop only

Shirts must have:
Four (4) below style pockets
Reinforced elbows
Adjustable button tab cuffs
Button down front
Double stitched seams

**SHOULDER PATCH:**
Vendor shall supply with patches already attached to both sleeves. The standard department patch should be sewn on each sleeve. The sleeve patch must be of the same design currently used and same color scheme. Tan BDU shirt have the oval gold/brown patch on both sides of the upper arm area. Black BDU Shirt have the oval silver/black patch on both sides of the upper arm area. Silver/grey BDU shirt have the oval silver/black patch on both sides of the upper arm area. Chocolate brown BDU shirt have the oval gold/brown patch on both sides of the upper arm area. Purchased shirts must come with the patches attached. This cost must not be an additional charge.

**BADGE PATCH:**
A circular design that uses the same badge design as on shoulder patch. Tan BDU shirts have the round gold/brown patch in front chest area. Black BDU shirts have the round silver/black patch in front chest area. Silver/Grey BDU shirts have the round silver/black patch in front chest area. Chocolate Brown BDU shirts have the round gold/brown patch in front chest area. The chest patch must be sewn onto the shirt. SILK SCREEN IMAGES **WILL NOT** BE ACCEPTED.

***SHOULDER AND BADGE PATCHES WILL BE AVAILABLE AT THE PRE-BID CONFERENCE TO ILLUSTRATE AND CLARIFY BID SPECIFICATIONS CONCERNING PATCH DESCRIPTIONS ON BID.***

Shirts must come in both regular and long cuts. BDUs sizes:
X-SMALL, SMALL, MEDIUM, LARGE, X-LARGE, XX-LARGE, XXX-LARGE, and XXXX-LARGE.

Note: Shrinkage allowance must be minimal on pant and contain washing care instructions. Material must be machine washable and able to be ironed.

## 13) BDU SHIRT S.E.R.T. OFFICER (BATTLE DRESS UNIFORM)

**COLOR**
Black (or color closest to the existing uniform) If the color caries distinctly from existing uniform color in will not be considered. This is done to keep the appearance of uniformity.

65 % Polyester 35 % cotton ripstop only

Shirts must have:

- Four (4) below style pockets
- Reinforced elbows
- Adjustable button tab cuffs
- Button down front
- Double stitched seams

**SHOULDER PATCH ON BOTH SLEEVES:**
Vendor shall supply with patches already attached to both sleeves. The standard department patch should be sewn on each sleeve. The sleeve patch must be of the same design currently used and same color scheme. The patch has silver lettering and trim on a dark black background. The shirts bought must come with the patches attached. This cost must not be an additional charge.

**BADGE PATCH:**
A circular design that uses the same badge design as on shoulder patch (silver star with dark black backing). The chest patch must be sewn onto the shirt. Silk screen images **will not** be accepted.
***Shoulder patches and badge patches will be available at the Pre-Bid Conference to illustrate and clarify bid specifications concerning patch descriptions on Bid.***

Shirts must come in both regular and long cuts. The sizes of the BDU's used are:X-SMALL, SMALL, MEDIUM, LARGE, X-LARGE, XX-LARGE, XXX-LARGE, and XXXX-LARGE

Note: Shrinkage allowance must be minimal on pant and contain washing care instructions. Material must be machine washable and able to be ironed.

## 14) BDU SHIRT (BATTLE DRESS UNIFORM) Proper (equal or better)

65% Polyester, 35% Cotton "RIPSTOP" MATERIAL

**COLOR**
Silver gray (or color closest to the silver gray of existing uniforms) Shirts must come in both regular and long lengths (torso). The size of the B.D.U.'S used is small to 6 x-large

**SHIRT OPTION 1**

Four (4) Below Style Pockets
Reinforced Elbows
Adjustable Button Tab Cuffs
Button Down Front Double Stitched Seams
Small To 6 X-large

**SHIRT OPTION 2**
Two (2) Style Pockets
Reinforced Elbows
Adjustable Button Tab Cuffs
Button Down Front Double Stitched Seams
Small To 6 X-Large

**Shoulder Patch On Both Sleeves:**
Vendor shall supply patches already attached to both sleeves. The standard office patch should be sewn on each sleeve. The sleeve patch must be of the same design currently used and same color scheme. The patch has silver lettering and trim on a black background. The shirts bought must come with the patches attached. This cost must not be an additional charge.

**Badge Patch:**
a circular design that uses the same badge design as on shoulder patch (Silver Star With Black Backing). *Patch Must Read "SHERIFF'S OFFICE".* The chest patch must be sewn onto the shirt. Silk screen images will not be accepted.

## 15) INVESTIGATOR RAID JACKETS

Brown/Black Nylon coach's jacket with white light lining
Outer shell 100% nylon taffeta
Fully lined with polyester brushed tricot
Snap front
Drawstring bottom
Elastic Cuffs
Sizes from Small to 6X-Large
Screen-printed with yellow and/or white ink /embroidering of badge or upon request reflective (tackle twill) material
Printing and jacket must match exactly what we currently have

**SCREEN PRINT OPTION 1**
Hidalgo County Sheriff's Office badge logo on **left breast** side or upon request embroidered and on the right breasts the embroidering of the department, agency or bureau. "POLICE" and/or "SHERIFF" across the **front** of (horizontal) jacket in 4" letters and below Hidalgo County Sheriff's Office in 1" letters. "POLICE" and/or "SHERIFF" on both **sleeves** (vertical) in 2" letters

Printing on **back** of jacket must be centered
BACK: SHERIFF'S.....4" letters
OFFICE.....1" letters
POLICE.....4" letters

**SCREEN PRINT OPTION 2**
Front and sleeves exactly the same as option 1

BACK: SHERIFF'S.....4" letters
NARCOTIC UNIT.....1" letters
POLICE.....4" letters

Must include following listed units and any other unit that is developed;
GANG UNIT..... 4" letters
LINEBACKER UNIT.....4" letters
PUBLIC INTEGRITY.....4" letters

## 16) SAFETY VESTS, BREAK-AWAY HIGH VISIBILITY

**Traffic vest must meet ANSI (American National Standards Institute) / ISEA (International Safety Equipment Association) 107 compliance class 2 or better.**

### COLOR:
Fluorescent Yellow

### SHELL FABRIC:
3.7 oz. per square yard, 100% Polyester heavy denier tricot mesh. (Color: see specified garment color).

### TRIM:
a) Binding: 100% nylon plain weave taffeta (Color: black), 100% polyester plain weave taffeta (Color: fluorescent yellow)
b) Hook and loop: woven nylon base (Color: fluorescent yellow).
c) Eyelets: aluminum, black enamel finish.
d) Ribbon: 2.5-inches grosgrain. (Color: black)
e) Reflective trim: 2.0 inch wide, 3M Scotchlite silver reflective fabric.

### DESIGN AND CONSTRUCTION:
a) Full Cut Vest.
b) High contrast Scotchlite striping.
c) Pen/penlight openings.
d) Microphone tabs on each shoulder.
e) Fully Adjustable waist.
f) "Break Away" shoulder and side access.

# E.) HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

## CUSTOMIZATION:

a) Sheriff lettering in Schotchlite on front and back vest.
b) Badge tab.

## STANDARD SIZE RANGE:

Unisex sizing:

a) Regular: SM – M
b) L – XL
c) 2XL – 6XL

## MEASUREMENTS:

Regular Length Size: L – XL

a) Center Front: 21.625
b) Center Back: 28.5
c) Across Chest: 18.5
d) Across Back: 19.5

## 17) LONG SLEEVE SHIRT COLOR: SILVER TAN

### SHELL FABRIC

10.25-10.75 oz. per linear yard plain weave, 2-ply warp, single-ply filling, 75% Dacron polyester / 25% worsted wool with 10-12% mechanical filling stretch. Machine washable and dry cleanable worsted wool blend provides user comfort, uniform appearance, durability, and easy care. (Color: see specified garment color)

### TRIM

Lining: 100% Polyester Satin or 100% Polyester Taffeta
Interlining: Small Parts: 100% polyester, Front Placket: 50% Polyester 50% Cotton
Hook and loop: Woven Nylon base
Buttons: melamine, 20 ligne, matching shell fabric

### DESIGN AND CONSTRUCTION

Long sleeve uniform shirt
5 crease military style with permanent silicone adhesive creases
Top fused, banded dress collar
Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure
Collar stand and yoke lined with polyester taffeta or satin
2 button adjustable cuffs
Epaulets
Badge eyelets with internal support strap
Extra long shirt tails

### *CUSTOMIZATION*

### EMBLEMS

The department patch must be of the same design and color scheme currently in use by the Hidalgo County Sheriff's Department. The oval patches have gold lettering and trim on a dark brown background and is placed on both sides of the upper arm areas. **The bidders are encouraged to attend the pre-bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).**
Name Tab
Zipper Front
Metal Buttons on epaulets and pocket flaps

### SHOULDER STRAPS

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The strap is a piggyback design of dark brown atop gold. The gold measures 2" in width. The dark brown sits atop with a width of 1.875". The gold should show only 0.0625" on both sides of the strap. The Brown and Gold material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department

### STANDARD SIZE RANGE

**Men's:**
Body Length Regular: Sleeve Length: 32 sizes 14.5-17
Body Length Regular: Sleeve Length: 33 sizes 14.5-18.5
Body Length Regular: Sleeve Length: 34 sizes 15.5-18.5
Body Length Regular: Sleeve Length: 35 sizes 15.5-19.5
Body Length Tall: Sleeve Length: 37 sizes 16.5-19.5
**Women's:** Regular Length: even sizes 32 – 46

Optional Sizes - Men's Short Sleeve and Long Sleeve shirts must be available in Size 20 and 22 if requested.

### MEASUREMENTS

**Men's:** Regular Length: Size 16.5:
Neck 17 (plus or minus 0.5 inches)
1/2 Chest: 25.25 (plus or minus 0.75 inches)
Back Length: 32.5 (plus or minus 0.5 inches)

**Women's:** Regular Length: Size 38
Neck 15.5 (plus or minus 0.5 inches)
1/2 Chest: 22 (plus or minus 0.75 inches)
Back Length: 28.5 (plus or minus 0.5 inches)

# E.) HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

## 18) SHORT SLEEVE SHIRT COLOR: SILVER TAN

### SHELL FABRIC

10.25-10.75 oz. per linear yard plain weave, 2-ply warp, single-ply filling, 75% Dacron polyester / 25% worsted wool with 10-12% mechanical filling stretch. Machine washable and dry cleanable worsted wool blend provides user comfort, uniform appearance, durability, and easy care. (Color: see specified garment color)

### TRIM

Lining: 100% Polyester Satin or 100% Polyester Taffeta
Interlining: Small Parts: 100% polyester, Front Placket: 50% Polyester 50% Cotton
Hook and loop: Woven Nylon base
Buttons: melamine, 20 ligne, matching shell fabric

### DESIGN AND CONSTRUCTION

Short sleeve uniform shirt
5 crease military style with permanent silicone adhesive creases
Top fused, convertible sport collar
Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure
Back collar and yoke lined with polyester taffeta or satin
Epaulets
Badge eyelets with internal support strap
Extra long shirt tails

### CUSTOMIZATION

Emblems - The department patch must be of the same design and color scheme currently in use by the Hidalgo County Sheriff's Department. The patch has gold lettering and trim on a dark brown background. Bidders are encouraged to attend the pre bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).
Name Tab
Zipper Front
Metal Buttons on epaulets and pocket flaps
Shoulder Straps - The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The strap is a piggyback design of dark brown atop gold. The gold measures 2" in width. The dark brown sits atop with a width of 1.875". The gold should show only 0.0625" on both sides of the strap. The Brown and Gold material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department

### STANDARD SIZE RANGE

Men's: Regular Body: 14.5-19.5
Women's: Regular Length: even sizes 32 – 46
Optional Sizing - Men's Short Sleeve and Long Sleeve shirts must be available in Size 20 and 22 if requested.

### MEASUREMENTS

**Men's:** Regular Length: Size 16.5:
Neck 17 (plus or minus 0.5 inches)
1/2 Chest: 25.25 (plus or minus 0.75 inches)
Back Length: 32.5 (plus or minus 0.5 inches)
**Women's:** Regular Length: Size 38
Neck 15.5 (plus or minus 0.5 inches)
**1/2 Chest: 22 (plus or minus 0.75** inches)
Back Length: 28.5 (plus or minus 0.5 inches)

## 19) FOUR POCKET TROUSER COLOR: SILVER TAN

### SHELL FABRIC

14.0- 14.5 oz. per linear yard serge weave 75% Dacron polyester / 25% worsted wool with10 - 12% mechanical filling stretch. Machine washable and dry cleanable worsted wool blend provides user comfort, uniform appearance, durability, and easy care. (Color: see specified garment color)

### TRIM

Pocketing: 50/50 polyester cotton twill, not less than 4.1 oz. Sq. yd
Interlining: polyester non-woven.
Binding: polyester/cotton bias cut.
Waistband: polyester, spandex, nylon blend with double strip of silicone shirt grip.
Stretch edge control.
Fly zipper: nylon coil #5 with auto lock slider.
Hook and eyes: nickel-plated.
Buttons: melamine, 22 ligne, matching shell fabric.

### DESIGN AND CONSTRUCTION

Front quarter pockets and inverted double cord hip pockets with button tabs.
All pocket secured with bartacks.
Wide stretch waistband with fly tab.
Interlined wide belt loops inserted in bottom of waistband and tacked at top.
Double hook and eye closure.
Quarter linings in front quarters.
Outlets in waistband (back) and thigh inseam.
Tandem needle seat seam.
Seat, inseam, and out seams pressed open.
10-12 stitches per inch (all seams).
Permanent silicone adhesive creases front and back.

# E.) HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

## CUSTOMIZATION

Windproof breathable liner.
Striping - Stripe will be attached to the side of the pant. The stripe will start at the bottom seam of the pocket and run the length of the pant. The stripe has an overall width of 0.75". The stripe is a piggyback design of dark brown atop gold. The dark brown portion should be no wider than 0.5" and the gold should be 0.75" in total width with only 0.125 of an inch showing on either side of the dark brown. The Brown and Gold material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department
Hemming.

## STANDARD SIZE RANGE

**Men's:** Regular Length: even waist sizes 28 - 54; odd sizes 31 - 39
**Women's**: Regular Length: even dress sizes 6 – 24
Optional Sizes - Trouser sizes for men must be available from 48 to 54 in addition to what was specified. Pants must be available in long stride if requested.

## MEASUREMENTS

**Men's:** Regular Length: Waist Size 36:
1/2 Waist: 18 (plus 0.25 inch)
Seat: 24 (plus or minus 0.25 inches)
1/2 Knee 10.875 (plus or minus 0.25 inches)
1/2 Bottom Leg 8.75 (plus or minus 0.25 inches)
Inseam: 37 (plus or minus 0.50 inches)
Out seam: 46.25 (plus or minus 0.50 inches)
Front Rise: 10.375 (plus or minus 0.25 inches)
Back Rise: 16.875 (plus or minus 0.25 inches)

**Women's:** Regular Length: Dress Size 12
1/2 Waist: 15.25 (plus 0.25 inch)
Seat: 22.625 (plus or minus 0.25 inches)
1/2 Knee 10.125 (plus or minus 0.25 inches)
1/2 Bottom Leg 8.5 (plus or minus 0.25 inches)
Inseam: 35.875 (plus or minus 0.50 inches)
Out seam: 45.875 (plus or minus 0.50 inches)
Front Rise: 11.625 (plus or minus 0.25 inches)
Back Rise: 15 .25 (plus or minus 0.25 inches)

## 20) TACTICAL OUTERSHELL POINT BLANK R 20 D (equal or better)

Carrier is designed to be worn externally to other clothing and shall not only provide a means of wearing armor but also provide a load carrying capabilities. The exterior of the garment **shall provide removable identity both front and back.** Identity shall be three (3) inches high and read "POLICE/SHERIFF" lettering. The front of the carrier shall provide five pockets to carry equipment such as, but not limited to, mini flash lights, side arm magazines, handcuffs and communication equipment. Two web shoulder straps, one on each shoulder shall provide a location to attach communication equipment or badges. The interior shall provide a means of ballistic panels within the carrier. A cummerbund shall be adjustable and close at the front. Side closure shall be accomplished with a combination elastic and Velcro system.

Rear (Back) lettering panel combination of lettering must be 3 to 5" lettering in two rows.

### OPTIONS

Yellow/White "Police" Identity
Yellow/White "Sheriff" Identity
Or any other combination wording

### SIZES

Small to 6 x-large

**Note: Vest must meet all requirements of NIJ Standard 0104.04.**

### MATERIAL

- Hook and pile fastner tapes shall conform to the requirements of the Velcro manufacture, style h88 and 11000 (equal or better).
- The outer shell material shall be 420 denier nylon with a water repellant urethane coating.
- The elastic for the side closures straps shall be approximately eight (8) inches wide and of good commercial quality.

### COLOR

Color shall be navy, black, camouflage and or dark green.

## 21) COLD WEATHER (WATERPROOF/BREATHABLE) JACKETS ( FORCE 10 JACKET) equal of better

Waist length duty jacket with weatherproof windproof/waterproof/breathable system, zipper front, zipper fly, pleated two-way pockets, adjustable cuffs, shirt collar style, and zippered side vents with elasticized side tabs. Removable thermal liner. Color in Navy or Brown.

### *FABRIC/MATERIALS*

### OUTER SHELL:

Extreme all weather laminate technology fabric. Two layer laminated construction with 3-ply Supplex Supreme face fabric. 100% nylon Supplex 70 denier in the warp and in the filling, plain weave, 3-ply thread construction.
The fabric shall have a minimum non-coated weight of 3.5 ounces per square yard with a thread count of 154 in the warp and 62 in the filling (+/- 10%). The fabric shall have a good color fastness and crocking.
The fabric shall have to maintain a Mullens Hydrostatic rating of 75 psi during the five (5) year guaranteed life of the jacket. Any jacket tested by the Equipment Services Section that falls to remain at 75 psi shall be repaired or replaced by the vendor at the vendor's expense.

### LINING FABRIC:

Black nylon taffeta lining. Plain weave, 70-denier nylon type 66 continuous filament yarns with 34 filaments, melting point 455 degree Fahrenheit. The fabric shall have a minimum weight of 1.80-ounces/sq. yard with a thread count of 104 in the warp and 86 in the filling (+/- 2%). The fabric shall have good color fastness and crocking.
Breaking Strength: Warp 125 lbs., Filling 85 lbs (+/- 5%)

Tear Strength: Warp 3.5 lbs., Filling 2.1 lbs (+/- 5%)
Shrinkage: Warp 2%, Filling 2%.

**REMOVABLE LINER:**
The face of the removable liner shall be 100% nylon taffeta and the inner side shall be 100% nylon tricot, both color black. The thermal batting is to be 7.5-ounce polyester fiber. The stitch pattern is the be 6" diamond.

**INTERLINING:**
White Pellon C-39

**KNITTING:**
100% nylon stretch knit, continuous filament yarn 400 denier, with a minimum of 16 wales and 32 courses, rating to light, perspiration and wet/dry cleaning to be a minimum of 4. Wristlet 3 x 6.

**FLEECE POCKETING:**
Black, fleece.

**FASTENERS:**
All fasteners shall be as follows or equivalent:
Zippers:
Front zipper, #8, Delrin with 2 sliders.
Liner zipper, #5, Delrin with 1 slider.
Pocket zipper, #2, coil with 1 slider.
Side zipper, #6, coil with 1 slider.
Sleeve zipper, #2, coil with 1 slider.

**SNAPS:**
The snaps shall 24 linger universal prong snaps that have been oxidized to prevent rusting.

**EYELETS:**
Black, meta, small.

**THREAD:**
All thread shall be polyester thread with a wrap with thirty (30) strength in a fifty (50) size or better.

**SEAM TAPE:**
Composite seam sealing tape that is compatible to the composite fabric, 7/8" wide.
Elastic:
Natural color, 1 ½" Bi-swing.
Natural color, 2" Waistband.
Natural Color, 1" Cuff.

**BINDING:**
Black, 1- ¾" wide, nylon bias.

**VELCRO:**
Black, 5/8"wide hook & loop.

**METAL BUTTONS:**
24 Ligne.

**BUTTON RINGS:**
Silver rings.

***DESIGN FEATURES:***

**FRONT:**
There is to be a front zipper that shall run from the bottom of the jacket to the neck collar seam with a two-way zipper. Under the zipper and offset on the facing shall be a 1-1/2" wide zipper fly, which runs the full length of the front to stop water and other liquids. There shall be a two-way compartment pleated pockets that shall be placed 2" above the waistband. There shall be a badge holder above the left flap, made of shell fabric with two small black metal eyelets set 1-1/8" apart. The holder is to be 1" by 2-1/4", centered over the pocket flap, at chest height.

**POCKETS:**
Pockets to measure 7-1/2" wide by 8" deep; leat to measure 1-1/2". Muff pockets shall be formed under each pocket with a 5-3/4" opening on the sleeve side. Pockets are to close with scalloped flaps that measure 2-1/2" at the points and 3-3/8" at the center. Flaps are to be held down with Velcro loops at the flap corners. 24 ligne metal buttons to be attached with rings at the center point through a buttonhole. A separate pencil pocket shall open between the left flap and pocket.

**COLLAR:**
The collar is to be cut in a shirt collar style with a collar stand. The collar is to measure 3-1/2" at the points and 4" at the center. Collar to be interlined but not zigzag stitched. There shall be a hanger made out of the outer shell fabric that is set at the center of the neck collar seam.

**BACK DESIGN:**
The back shall be a plain full cut back with an elasticized waistband that extends to the zippered side vents. The front waistbands shall have a plain section 5" from the front zipper and shirred with elastic to the zippered side vents. The waistband shall measure 2-1/2" wide.

**SLEEVES:**
The sleeves shall be a one-piece design with elasticized adjustable cuffs.

**ADJUSTABLE CUFFS:**
The cuff shall be a one-piece design made out of self-material and shall measure 1-3/4" wide. The top half of the cuffs shall have a heavy-duty 1-1/2" wide elastic stretched and sewn with double needle stitch. There shall be cuff tabs that measure1-1/4" wide and taper to ¾" wide, 3-1/2" long with a large snap (male portion).

There shall be two large snaps (female partition) set 2" apart for cuff adjustments.

**EPAULETS:**

There shall be epaulets set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be cross-stitched and shall have a buttonhole. The epaulets are to measure 2-1/4" at the shoulders and 2" at the points. The epaulets shall be interlined. The epaulets shall be back tacked to the shoulder neck seam. The epaulets are to fasten with a 24-ligne metal button with a button ring through the buttonhole.

**SIDE VENTS:**

The zippered side vents are to be finished with a coil #6 size 10" long zipper with a reversible slider. There shall be side tabs made out of the self-material set to the bottom back vent, which will be elasticized with a 1" elastic. The side tab shall have a snap (male portion) and shall snap across the bottom vent of the waistband with a snap (female portion) set on the front and back of the zippered side vent. The side tab shall measure 1" by 3" long.

**LINING:**

The jacket is to be fully lined with nylon taffeta. There is to be a patch pocket made out of the outer shell fabric placed on the left side. It is to have a 6" zipper opening and to measure 7" x 7-1/2". The lining sleeves shall be a one-piece design with a sleeve zipper to allow emblems and embroidery applied without affecting water-proofness and contamination. There shall be a shell reinforcement panel sewn into the neck seam to secure the liner with a 24 ligne snap. The panel shall measure approximately 4" in width and in length. This panel shall also have the brand label and the permanent size labels sewn on.

**FACINGS:**

The facings are to be made out of outer shell fabric. The facings are to measure approximately 1-1/4" wide and shall be as long as the front length, not including the waistband. The liner attaching zippers are to be placed on the facings.

**REMOVABLE LINER:**

The removable thermal liner is to have a body and sleeve insulation. The cuffs are to be held in place with metal snaps. In the neck area there will be a black knit collar and a large metal snap. The liner will be attached to the jacket with #5 delrin zippers, 18" long, set on the front facings. Under the armholes will be a 4" by 12" knit gussets for movements. There shall be knit wristlets and large metal snaps at the cuff area for attachment. There will be 5-3/4" vents at the bottom of the seams. The quilt parts will be bound with 1-3/4" black nylon bias binding. There shall be one patch pocket on the left side.

**LABELS:**

Each jacket shall have a permanent brand label, a care instruction label, ID label and permanent size labels.

***CUSTOMIZATION:***

**EMBLEMS**

The department patch must be of the same design and color scheme currently in use by the Hidalgo County Sheriff's Department. The patch has gold lettering and trim on a dark brown background. The bidders are encouraged to attend the pre-bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).
Name Tab
Zipper Front
Metal Buttons on epaulets and pocket flaps

**SHOULDER STRAPS**

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The strap is a piggyback design of dark brown atop gold. The gold measures 2" in width. The dark brown sits atop with a width of 1.875". The gold should show only 0.0625" on both sides of the strap. The Brown and Gold material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department

***MEASUREMENTS***

**SIZING:**

The manufacturer shall be capable of providing all sizes for men and women. Including any special size requirements. The manufacturer shall have a company representative or authorized dealer available to assist with the fittings of the garments at no additional cost.
The following sizes have been established.

Size Chart:

| SIZE | FINISHED CHEST | BACK LENGTH | SLEEVE INSEAM |
|---|---|---|---|
| SMALL (36-38) | 48 | 26 | 20 |
| MEDIUM (40-42) | 52 | 26 | 20 |
| LARGE (44-46) | 56 | 26 | 20 |
| X-LARGE (48-50) | 60 | 26 | 20 |
| XX-LARGE (52-54) | 64 | 26 | 20 |
| XXX-LARGE (56-58) | 68 | 26 | 20 |
| XXXX-LARGE (60-62) | 72 | 26 | 20 |
| TOLERANCES | +/- 1" | +/- 1/2" | +/- 1/2" |
| LONG LENGTH | +/- 1" | + 1" | + 1" |
| X-LONG LENGTH | +/- 1" | + 2" | + 2" |

## 22) TACTICAL PANTS (5.11 Tactical 74251) equal or better

**FABRIC**

100 % Cotton Tactical Canvas, 8.5 oz , 73x40/10x10, Pant weight

**POCKETING**

80% Polyester 20% Cotton T/C, tightly woven poplin

**SIZE**

Pants must be available in Regular, Short, Long and X-Large Long. from stock (28 – 60)

# E.) HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

**COLOR**
Charcoal, Brown, Black, Coyote Brown, Grey, OD Green Khaki, Tundra, Walnut, Fire Navy, Sage.

**FEATURES & BENEFITS**
Self adjusting action waist with elastic sides; 7 belt loops and a D0Ring; Deep front pockets; cargo pockets with flaps; phone pocket on right front, Large open-top back pockets, and a tool strap on right back. The pants have double knees of self fabric, removable 6mm Neoprene knee pad inserts; and a double seat of self fabric. Bottom hems have openings for draw cords.

**POCKETS**
- Front pocket openings have self fabric facings and extra reinforcements on knife clippings area. Pocket openings are firmly bar tacked on both ends. Pocket bags are made of durable Poly/Cotton blend and they are extra deep. Pocket bags are finished clean inside the paint and double stitched for heavy duty.
- Cargo pockets have large flaps and Velcro closure.
- Knife or cell phone pocket is lined with extra durable Cordura Nylon. The pocket has gussets on sides and a large flap with Velcro closure; it accommodates a phone.
- Back Pockets are formed of self fabric. They are extra large with large open top. The top has Velcro closure. Opening has extra reinforcement on the side seam side; both ends are firmly cross-bar tacked.

**SEAMS & STITCHING**
- Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.
- Top stitching are non-raveling lock stitching. Side seams, seat seam and front rise have two-needle top stitching. Crotch point is bar tacked. Fly outline, had pocket openings, all pocket flaps, knee patches and seat patch have double needle top stitching. Cargo pockets are attached with double needle top stitching. Belt loops are bar tacked on all corners. Cargo pocket openings are bar tacked and flaps are cross bar tacked. Back pocket openings are cross bar tacked. All Velcro pieces are attached with box stitching

**LABELS**
The woven logo label, care label, size label, country of origin label and fiber content are permanently attached to the pants.

**CLOSURES**
Closures are high quality, proven brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is metallic PRYM snaps with extra strong grip. Inside fly button is cross tacked.

## 23) TIES

Polyester 3" clip-on Tie
Color: Brown 5
Sizes:
3.0" x 18" – Men's Regular
3.0" x 20" – Men's Long
For 22" Length 3.5" Clip-on Tie
- Pre-tied clip-on tie
- 100% Polyester – tropical weave
- Black metal clip
- Packed 6 ties per bag

## 24) EMBLEM/PATCH CUSTOMIZATION

**EMBLEM/PATCH CUSTOMIZATION:**
Upon any emblem/patch customization to include size, shape, color and application change, vendor must be able to provide different digital variations to all county wide agencies. Vendor will provide a digital sample for pre-approval. Vendor will provide pricing per emblem/patch on bulk ranging from 0 to 100, 101 to 200 and 201 to 300. A sample patch/emblem is provided before order is processed for color and customization verification. Pricing will also be considered with various applications of Velcro which will be sewn onto the patch/emblem upon request.

## 25) SHORT SLEEVE SHIRT

**SHELL FABRIC**
5.21 ounce/sq plain weave, 100 % polyester, machine washable and dry cleanable polyester provides user comfort, uniform appearance, durability, and easy care. Breathable 4 way stretch, 5.5 ounce nylon with lycra mesh technical knit with high abrasion, pill resistance and anti-microbial finish. (Color: see specified garment color)

**COLOR:**
White and/or color upon request

**TRIM**
Lining: 100% Polyester Satin or 100% Polyester Taffeta
Interlining: Small Parts: 100% polyester, Front Placket: 50% Polyester 50% Cotton
Hook and loop: Woven Nylon base
Buttons: melamine, 20 ligne, matching shell fabric

**DESIGN AND CONSTRUCTION**
Short sleeve uniform shirt with shaped stretch side panels continuing under arms for improved fit, axon integration system, and hidden reflective pull downs. Axon pockets and electronic wire pass-throughs under pockets, in fronts, behind collar, and on side panels above radio. 5 crease military style with permanent silicone adhesive creases Convertible dress collar Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure, (2) napoleon style pocket openings beneath the upper pleated pockets with 4 way stretch mesh inner pockets. Yoke lined with polyester taffeta or satin, center positioned mic tab. Scotchlite reflective on top edge of front pockets and secured under rear collar and Scotchlite reflective stripes under sleeve hems. Epaulets Badge eyelets with internal support strap

**CUSTOMIZATION**
Emblems - The department patch must be of the same design and color scheme currently in use by the Hidalgo County Sheriff's Department. The patch has gold lettering and red trim on a dark brown background. Bidders are encouraged to attend the pre bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).
Name Tab
Zipper Front
Metal Buttons on epaulets and pocket flaps

# E.) HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

**SHOULDER STRAPS**

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The strap is a piggyback design of dark brown atop red. The red measures 2" in width. The dark brown sits atop with a width of 1.875". The red should show only 0.0625" on both sides of the strap. The Brown and Red material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department

**STANDARD SIZE RANGE**

Men's: Regular Body: 14.5-19.5
Women's: Regular Length: even sizes 32 – 46
Optional Sizing - Men's Short Sleeve and Long Sleeve shirts must be available in Size 20 and 22 if requested.

**MEASUREMENTS**

Men's: Regular Length: Size 16.5:
Neck 17 (plus or minus 0.5 inches)
1/2 Chest: 25.25 (plus or minus 0.75 inches)
Back Length: 32.5 (plus or minus 0.5 inches)
Women's: Regular Length: Size 38
Neck 15.5 (plus or minus 0.5 inches)
1/2 Chest: 22 (plus or minus 0.75 inches)
Back Length: 28.5 (plus or minus 0.5 inches)

## 26) LONG SLEEVE SHIRT

**COLOR**

White and/or color upon request

**SHELL FABRIC**

5.21 ounce/sq plain weave, 100 % polyester, machine washable and dry cleanable polyester provides user comfort, uniform appearance, durability, and easy care. Breathable 4 way stretch, 5.5 ounce nylon with lycra mesh technical knit with high abrasion, pill resistance and anti-microbial finish. (Color: see specified garment color)

**TRIM**

Lining: 100% Polyester Satin or 100% Polyester Taffeta
Interlining: Small Parts: 100% polyester, Front Placket: 50% Polyester 50% Cotton
Hook and loop: Woven Nylon base
Buttons: melamine, 20 ligne, matching shell fabric

**DESIGN AND CONSTRUCTION**

Long sleeve uniform shirt with shaped stretch side panels continuing under arms for improved fit, axon integration system, and hidden reflective pull downs.
Axon pockets and electronic wire pass-throughs under pockets, in fronts, behind collar, and on side panels above radio.
5 crease military style with permanent silicone adhesive creases
Convertible dress collar
Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure, (2) napoleon style pocket openings beneath the upper pleated pockets with 4 way stretch mesh inner pockets.
Yoke lined with polyester taffeta or satin, center positioned mic tab.
Scotchlite reflective on top edge of front pockets and secured under rear collar and scotchlite reflective stripes under sleeve hems.
2 button adjustable cuffs
Extra long shirt tails
Epaulets
Badge eyelets with internal support strap

**CUSTOMIZATION**

Emblems - The department patch must be of the same design and color scheme currently in use by the Hidalgo County Sheriff's Department. The patch has gold lettering and red trim on a dark brown background. Bidders are encouraged to attend the pre bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).
Name Tab
Zipper Front
Metal Buttons on epaulets and pocket flaps
Shoulder Straps - The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The strap is a piggyback design of dark brown atop red. The red measures 2" in width. The dark brown sits atop with a width of 1.875". The red should show only 0.0625" on both sides of the strap. The Brown and Red material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department

**STANDARD SIZE RANGE**

Men's: Regular Body: 14.5-19.5
Women's: Regular Length: even sizes 32 – 46
For both Men's and Women's sleeve lengths from (30-31), (32-33), (34-35) and (36-37)
Optional Sizing - Men's Short Sleeve and Long Sleeve shirts must be available in Size 20 and 22 if requested.

**MEASUREMENTS**

Men's: Regular Length: Size 16.5:
Neck 17 (plus or minus 0.5 inches)
1/2 Chest: 25.25 (plus or minus 0.75 inches)
Back Length: 32.5 (plus or minus 0.5 inches)
Women's: Regular Length: Size 38
Neck 15.5 (plus or minus 0.5 inches)
1/2 Chest: 22 (plus or minus 0.75 inches)
Back Length: 28.5 (plus or minus 0.5 inches)

# E.) HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

## 27) SIX POCKET TROUSER

**SHELL FABRIC**

14.0- 14.5 oz. per linear yard serge weave 75% Dacron polyester / 25% worsted wool with10 - 12% mechanical filling stretch. Machine washable and dry cleanable worsted wool blend provides user comfort, uniform appearance, durability, and easy care. (Color: see specified garment color)

**TRIM**

Pocketing: 50/50 polyester cotton twill, not less than 4.1 oz. Sq. yd
Interlining: polyester non-woven.
Binding: polyester/cotton bias cut.
Waistband: polyester, spandex, nylon blend with double strip of silicone shirt grip.
Stretch edge control.
Fly zipper: nylon coil #5 with auto lock slider.
Hook and eyes: nickel-plated.
Buttons: melamine, 22 ligne, matching shell fabric.

**COLOR:** Brown

**DESIGN AND CONSTRUCTION**

Front quarter pockets and inverted double cord hip pockets with button tabs.
All pocket secured with bar tacks.
Side cut-in zippered pockets
Stretch waistband with fly tab (men's only).
Interlined wide belt loops inserted in bottom of waistband and tacked at top.
Double hook and eye closure.
Quarter linings in front quarters.
Outlets in waistband (back) and thigh inseam.
Tandem needle seat seam.
Seat, inseam, and out seams pressed open.
10-12 stitches per inch (all seams).
Permanent silicone adhesive creases front and back.

**CUSTOMIZATION**

Windproof breathable liner. Striping - Stripe will be attached to the side of the pant. The stripe will start at the bottom seam of the pocket and run the length of the pant. The stripe has an overall width of 0.75". The stripe is a piggyback design of dark brown atop red. The dark brown portion should be no wider than 0.5" and the red should be 0.75" in total width with only 0.125 of an inch showing on either side of the dark brown. The Brown and Red material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department Hemming.

**STANDARD SIZE RANGE**

Men's: Regular Length: even waist sizes 28 - 58; odd sizes 31 - 39
Women's: Regular Length: even dress sizes 6 – 24
Optional Sizes - Trouser sizes for men must be available from 48 to 58 in addition to what was specified. Pants must be available in long stride if requested.

**MEASUREMENTS**

Men's: Regular Length: Waist Size 36:
1/2 Waist: 18.5 (plus 0.25 inch)
Seat: 24 (plus or minus 0.25 inches)
1/2 Knee 10.875 (plus or minus 0.25 inches)
1/2 Bottom Leg 8.75 (plus or minus 0.25 inches)
Inseam: 37 (plus or minus 0.50 inches)
Out seam: 47 (plus or minus 0.50 inches)
Front Rise: 10.5 (plus or minus 0.25 inches)
Back Rise: 15. (plus or minus 0.25 inches)

Women's: Regular Length: Dress Size 12
1/2 Waist: 18 (plus 0.25 inch)
Seat: 22.625 (plus or minus 0.25 inches)
1/2 Knee 11 (plus or minus 0.25 inches)
1/2 Bottom Leg 8.5 (plus or minus 0.25 inches)
Inseam: 35.875 (plus or minus 0.50 inches)
Out seam: 45.875 (plus or minus 0.50 inches)
Front Rise: 9.375 (plus or minus 0.25 inches)
Back Rise: 14 (plus or minus 0.25 inches)

**ADDITIONAL CONDITIONS AND REQUIREMENTS:**

Further information required for this project can be addressed to, Sandra Montalvo Buyer, Hidalgo County Purchasing Department at (956) 318-2626 or e-mail: Sandra.montalvo@co.hidalgo.tx.us Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, JULY 03, 2013, at 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **Friday, JULY 05, 2013 at 5:00 P.M.**

# EXHIBIT "B"
## BID PAGE
### HIDALGO COUNTY
***"Purchase Of Uniforms And Accessories For Hidalgo County Law Enforcement Agencies"***
### BID NO: 2013-088-07-10-SMA
**NIGP COMMODITY CODES**
**200-85 UNIFORMS, Blended Fabric, 200-86 uniforms, cotton,**
**200-87-UNIFORMS, synthetic fabric,**
**200-88 UNIFORMS, WOOL & WOOLEN BLENDS**
**200-92-WORK CLOTHES,**
**201-37-EMBLEMS, BRAIDS, BUTTONS, & PATCHES (for caps and uniforms)(including chevrons, epaulettes & shoulder boards)**

**The bid price should include the patches/embroidery attached to uniforms/clothing and any other additional cost.**

**Bidder must thoroughly fill in each section of the Bid Page (Exhibit "B"). INCOMPLETE submittals will be considered a probable cause for disqualification.**

| | Description of Items or (Equivalent) | Manufacturer | Style No. | Price | |
|---|---|---|---|---|---|
| **A.) CONSTABLE PCT. NO. 1** | | | | | |
| 1. | **SHIRTS -SHORT SLEEVE** (perfection uniforms 2300, 2340 zipper front) | | | Female | $ |
| | | | | Male | $ |
| 2. | **SHIRTS - LONG SLEEVE** (perfection uniforms 2000,2040 zipper front) | | | Female | $ |
| | | | | Male | $ |
| 3. | **TROUSERS** (perfection style 2600DN) | | | Female | $ |
| | | | | Male | $ |
| 4. | **SHORT SLEEVE SHIRT** (8713X Blauer Street Gear) | | | Female | $ |
| | | | | Male | $ |
| 5. | **TROUSERS** (8810X) side pocket | | | Female | $ |
| | | | | Male | $ |
| 6. | **SHIRTS- POLO SHORT SLEEVE** (5.11 Tactical 71048) | | | Female | $ |
| | | | | Male | $ |
| 7. | **PANTS-TACTICAL** (5.11 Tactical 74251) | | | Female | $ |
| | | | | Male | $ |
| 8. | **JACKETS** | | | $ | |
| 9. | **WINDBREAKER** | | | $ | |
| 10. | **RAINCOATS** | | | $ | |
| 11. | **PATCHES** | | | $ | |
| **B.) CONSTABLE PCT. NO. 2** | | | | | |
| 1. | **SHIRTS -SHORT SLEEVE** (perfection uniforms 2300, 2340 zipper front) | | | Female | $ |
| | | | | Male | $ |
| 2. | **SHIRTS- LONG SLEEVE** (perfection uniforms 2000,2040 zipper front) | | | Female | $ |
| | | | | Male | $ |
| 3. | **TROUSERS** (perfection style 2600ST) | | | Female | $ |
| | | | | Male | $ |
| 4. | **SHIRTS- SHORT SLEEVE** (8713X Blauer Street Gear) | | | Female | $ |
| | | | | Male | $ |
| 5. | **SHIRTS-POLO- SHORT SLEEVE** (5.11 Tactical 71048) | | | Female | $ |
| | | | | Male | $ |
| 6. | **PANTS--TACTICAL** (5.11 Tactical 74251) | | | Female | $ |
| | | | | Male | $ |
| 7. | **PANTS- BDU** | | | Female | $ |
| | | | | Male | $ |
| 8. | **JACKETS** | | | $ | |
| **C.) CONSTABLE PCT. NO. 3** | | | | | |
| 1. | **SHIRTS-SHORT SLEEVE** (perfection style 2340DN) | | | Female | $ |
| | | | | Male | $ |
| 2. | **SHIRTS-LONG SLEEVE** (perfection style 3000BN) | | | Female | $ |
| | | | | Male | $ |

| | | | | | |
|---|---|---|---|---|---|
| 3. | **TROUSERS-POLYESTER TWILL** (style X13506NS) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 4. | **PATROL JACKETS** | | | **$** | |
| 5. | **SHIRTS-POLO SHORT SLEEVE** (5.11 Tactical 71048) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 6. | **SHIRTS- PROFESSIONALPOLO SHORT SLEEVE** (5.11 Tactical #41060) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 7. | **PANTS-TACTICAL** (5.11 Tactical 74003) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 8. | **SHIRTS-SHORT SLEEVE TACTICAL** (Propper F531150) | | | **Female** | **$** |
| | | | | **Male** | **$** |

## D.) CONSTABLE PCT. NO. 4

| | | | | | |
|---|---|---|---|---|---|
| 1. | **SHIRTS- SHORT SLEEVE** (perfection uniforms 2300, 2340 zipper front) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 2. | **SHIRTS-LONG SLEEVE** (perfection uniforms 2000,2040 zipper front) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 3. | **TROUSERS** (flying cross by Fechheimer 38205) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 4. | **SHIRTS -SHORT SLEEVE** (8713X Blauer Street Gear) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 5. | **TROUSERS** (5.11 Tactical Twill PDU 74338 class A Twill) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 6. | **SHIRTS --POLO- SHORT SLEEVE** (5.11 Tactical 71048) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 7. | **PANTS --TACTICAL** (5.11 Tactical 74251) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 8. | **PANTS --TACLITE PRO** ( 74273) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 9. | **TIES** | | | **$** | |
| 10. | **COWBOY HATS** (STETSON FELT) | | | **$** | |
| 11. | **JACKETS** (TRAVIS MILLS #7450) | | | **$** | |

## E.) SHERIFF'S OFFICE

| | | | | | |
|---|---|---|---|---|---|
| **1.** | **RAINCOATS** (NEESE) | | | **$** | |
| **2.** | **GLOVES-**(Hatch )Frisk Master Fm 2000 | | | **$** | |
| **3.** | **COVERALLS-Personal Protection**(TYVEK) | | | **$** | |
| | **COVERALLS-Polypropylene Disposable Suit, Long Sleeve Shirt & Pants** | | | **coveralls** | **$** |
| | | | | **Shirt -Long Sleeve** | **$** |
| | | | | **Pants** | **$** |
| **4.** | **SHIRTS—SHORT & LONG SLEEVE Custodian & Maintenance Temporary Khaki shirts** (Dickies) | | | **Female Short sleeve** | **$** |
| | | | | **Female Long Sleeve** | **$** |
| | | | | **Male Short Sleeve** | **$** |
| | | | | **Male Long Sleeve** | **$** |
| **5.** | **PANTS—Traditional- work** (Dickies) | | | **$** | |
| **6.** | **PANTS-- Women's Flat Front** | | | **$** | |
| **7.** | **SCRUBS** (cargo ) | | | **Female Shirt** | **$** |
| | | | | **Female Pants** | **$** |
| | | | | **Male Shirt** | **$** |
| | | | | **Male Pants** | **$** |
| **8.** | **RAIN BOOTS (Norcross Servus 18822-9)** | | | **Female Boots** | **$** |
| | | | | **Male Boots** | **$** |

| | | | | | |
|---|---|---|---|---|---|
| 9. | **WATERPROOF SAFETY TOE BOOT** | | | **Female Boots** | **$** |
| | | | | **Male Boots** | **$** |
| 10. | **WATERPROOF SAFETY TOE SHOE** | | | **Female Shoe** | **$** |
| | | | | Male Shoe | **$** |
| 11. | **PANTS --BDU's** (Battle Dress Uniforms) | | | Female | **$** |
| | | | | Male | **$** |
| 12. | **SHIRTS --BDU 's** (Battle Dress Uniforms) | | | Female | **$** |
| | | | | Male | **$** |
| 13. | **SHIRTS--BDU's S.E.R.T. OFFICER** (Battle Dress Uniforms) | | | Female | **$** |
| | | | | Male | **$** |
| 14. | **BDU's SHIRT** (Battle Dress Uniforms) -PROPER (Ripstop Material)<br>Option 1: FOUR (4) BELOW STYLE POCKETS<br>Option 2: TWO (2) STYLE POCKETS | | | OPT 1 -Female | **$** |
| | | | | OPT 1 -Male | **$** |
| | | | | OPT 2 -Female | **$** |
| | | | | OPT 2 -Male | **$** |
| 15. | **INVESTIGATOR RAID JACKETS** | | | OPT 1 | |
| | | | | OPT 2 | |
| 16. | **SAFETY VESTS - Break-Away High Visibility** | | | **$** | |
| 17. | **SHIRTS-- LONG SLEEVE** | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 18. | **SHIRTS--SHORT SLEEVE** | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 19. | **TROUSERS (Four Pocket)** | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 20. | **TACTICAL OUTERSHELL**(Point Blank R20D) | | | **$** | |
| 21. | **COLD WEATHER JACKETS** (Force 10 Jacket) | | | **$** | |
| 22. | **PANTS--TACTICAL** (5.11 Tactical 74251) | | | **Female** | **$** |
| | | | | **Male** | **$** |
| 23. | **TIES** | | | **$** | |
| 24. | **EMBLEM/PATCH CUSTOMIZATION** | | | **1-100** | **$** |
| | | | | **101-200** | **$** |
| | | | | **201-300** | **$** |
| 25. | **SHIRTS-SHORT SLEEVE** | | | **female** | **$** |
| | | | | **male** | **$** |
| 26. | **SHIRTS-LONG SLEEVE** | | | **female** | **$** |
| | | | | **male** | **$** |
| 27. | **TROUSER-SIX POCKET** | | | **female** | **$** |
| | | | | **male** | **$** |

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.

**COMPANY NAME:** _____

**ADDRESS:** _____

**CITY/STATE/ZIP:** _____

**PHONE NUMBER:** _____

**FAX NUMBER:** _____

**CELL NUMBER:** _____

**CONTACT PERSON:** _____

**E-MAIL ADDRESS:** _____

**AUTHORIZED SIGNATURE:** _____

**TITLE:** _____

**DATE:** _____

# 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 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.

**Revised 03/11/11**

# 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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ ☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER.<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PER & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP AGG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILIT .** | | | | 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**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**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.<br>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 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.

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
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 (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
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 05/29/2007

*(Copy of receipt and this form must be submitted with bid)*

# 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.:**

Revised12/14/06

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

---

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other _____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

---

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other_____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

---

Form **W-9**
(Rev. 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.

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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT “B”

TAB and BID PAGE

# AWARDED ITEMS TO:

## *BOB BARKER COMPANY, INC.*

**Fuquay Varina,**
**NORTH CAROLINA**

***HIDALGO COUNTY***
***Purchase of Uniforms & Accessories for Hidalgo County Law Enforcement Agencies"***
BID NO.: 2013-088-07-24-SMA

| | Description of Items or (Equivalent) | Manufacturer | Style No. | | Price |
|---|---|---|---|---|---|
| **CONSTABLE PCT. NO. 2** | | | | | |
| 1. | **PANTS- BDU** | Propper | F5201-55 | Female | **$ 22.49** |
| | | Propper | F5201-55 | Male | **$ 22.49** |
| **SHERIFF'S OFFICE** | | | | | |
| 1. | **RAIN BOOTS** (Norcross Servus 18822-9) | SERVUS | 18822 | Female Boots | **$ 11.84** |
| 2. | **PANTS --BDU's** (Battle Dress Uniforms) | Propper | F5201-38 | Female | **$ 23.57** |
| | | | | Male | **$ 23.57** |
| 3. | **TACTICAL OUTERSHELL**(Point Blank R20D) | **Pointblank** | R20-D standard | **$ 120.00** | |

# Revised -EXHIBIT "B"

## BID PAGE

HIDALGO COUNTY

*"Purchase of Uniforms And Accessories For Hidalgo County Law Enforcement Agencies"*

BID NO: 2013-088-07-10-SMA

**NIGP COMMODITY CODES**

**200-85 UNIFORMS, Blended Fabric, 200-86 uniforms, cotton,**
**200-87-UNIFORMS, synthetic fabric,**
**200-88 UNIFORMS, WOOL & WOOLEN BLENDS**
**200-92-WORK CLOTHES,**
**201-37-EMBLEMS, BRAIDS, BUTTONS, & PATCHES (for caps and uniforms)(including chevrons, epaulettes & shoulder boards)**

**The bid price should include the patches/embroidery attached to uniforms/clothing and any other additional cost.**

**Bidder must thoroughly fill in each section of the Bid Page (Exhibit "B"). INCOMPLETE submittals will be considered a probable cause for disqualification.**

| | Description of Items or (Equivalent) | Manufacturer | Style No. | Price | |
|---|---|---|---|---|---|
| **A.) CONSTABLE PCT. NO. 1** | | | | | |
| 1. | **SHIRTS** –(5.11 TACTICAL Pro SS 71175, 71175T) | | | Female | $ NO BID |
| | | | | Male | $ |
| 2. | **SHIRTS** – (5.11 TACTICAL- Performance Polo 71049) | | | Female | $ |
| | | | | Male | $ |
| 3. | **TROUSERS**-HORACE SMALL(HS2149) | | | Female | $ |
| | | | | Male | $ |
| 4. | **SHIRTS -SHORT SLEEVE** (8713X Blauer Street Gear) | | | Female | $ |
| | | | | Male | $ |
| 5. | **TROUSERS** (8810X) side pocket | | | Female | $ |
| | | | | Male | $ |
| 6. | **SHIRTS- POLO SHORT SLEEVE** (5.11 Tactical 71048) | | | Female | $ |
| | | | | Male | $ |
| 7. | **PANTS-TACTICAL** (5.11 Tactical 74273) | | | Female | $ |
| | | | | Male | $ |
| 8. | **JACKETS** | | | $ | |
| 9. | **WINDBREAKER** | | | $ | |
| 10. | **RAINCOATS** | | | $ | |
| 11. | **PATCHES** | | | $ | |
| **B.) CONSTABLE PCT. NO. 2** | | | | | |
| 1. | **SHIRTS – SHORT SLEEVE BLAUER-8900** | | | Female | $ NO BID |
| | | | | Male | $ |
| 2. | **SHIRTS- LONG SLEEVE -BLAUER-8910** | | | Female | $ |
| | | | | Male | $ |
| 3. | **TROUSERS**-HORACE SMALL **(HS2147)** | | | Female | $ |
| | | | | Male | $ |
| 4. | **SHIRTS- SHORT SLEEVE** (8713X Blauer Street Gear) | | | Female | $ |
| | | | | Male | $ |
| 5. | **SHIRTS-POLO- SHORT SLEEVE** (5.11 Tactical 71048) | | | Female | $ |
| | | | | Male | $ |
| 6. | **PANTS--TACTICAL** (5.11 Tactical 74251) | | | Female | $ |
| | | | | Male | $ |
| 7. | **PANTS- BDU** | PROPPER | F5201-55 | Female | $ 22.49 |
| | | | | Male | $ 22.49 |
| 8. | **JACKETS** | | | $ | NO BID |
| **C.) CONSTABLE PCT. NO. 3** | | | | | |
| 1. | **SHIRTS-SHORT SLEEVE HORACE SMALL** (Zipper Front HS1245) | | | Female | $ NO BID |
| | | | | Male | $ |
| 2. | **SHIRTS-LONG SLEEVE** HORACE SMALL (HS1145) | | | Female | $ |
| | | | | Male | $ |

OPENED 9:45 9-24-13 Witnessed



Bob Barker Company, Inc.

| | | | | | |
|---|---|---|---|---|---|
| 3. | **TROUSERS-POLYESTER TWILL** (style X13506NS) | | | Female | $ NO BID |
| | | | | Male | $ |
| 4. | **TROUSERS-Horace Small** (HS2144) | | | | |
| 5. | **PATROL JACKETS** | | | $ | |
| 6. | **SHIRTS-POLO SHORT SLEEVE** (5.11 Tactical 71048) | | | Female | $ |
| | | | | Male | $ |
| 7. | **SHIRTS- PROFESSIONALPOLO SHORT SLEEVE** (5.11 Tactical #41060) | | | Female | $ |
| | | | | Male | $ |
| 8. | **SHIRTS-HORACE SMALL LONG SLEEVE** (zipper front w/ metal button HS 1150) | | | Female | $ |
| | | | | Male | $ |
| 9. | **PANTS-TACTICAL** (5.11 Tactical 74003) | | | Female | $ |
| | | | | Male | $ |
| 10. | **SHIRTS-SHORT SLEEVE TACTICAL** (Propper F531150) | PROPPER | F5311-50 | Female | $ 27.70 |
| | | | | Male | $ 27.70 |

## D.) CONSTABLE PCT. NO. 4

| | | | | | |
|---|---|---|---|---|---|
| 1. | **SHIRTS-LONG SLEEVE (Elbeco Tex-Trop with Zipper)** | | | Female | $ NO BID |
| | | | | Male | $ |
| 2. | **TROUSERS** (flying cross by Fechheimer 38205) | | | Female | $ |
| | | | | Male | $ |
| 3. | **SHIRTS -SHORT SLEEVE** (8713X Blauer Street Gear) | | | Female | $ |
| | | | | Male | $ |
| 4. | **TROUSERS** (5.11 Tactical Twill PDU 74338 class A Twill) | | | Female | $ |
| | | | | Male | $ |
| 5. | **SHIRTS --POLO- SHORT SLEEVE** (5.11 Tactical 71048) | | | Female | $ |
| | | | | Male | $ |
| 6. | **SHIRTS-5.11 Tactical -Performance Polo -71049** | | | Female | $ |
| | | | | Male | $ |
| 7. | **PANTS --TACTICAL** (5.11 Tactical 74251) | | | Female | $ |
| | | | | Male | $ |
| 8. | **PANTS --TACLITE PRO** ( 74273) | | | Female | $ |
| | | | | Male | $ |
| 9. | **TIES** | | | $ | |
| 10. | **COWBOY HATS** (STETSON FELT) | | | $ | |
| 11. | **JACKETS (BLAUER** #6120) | | | $ | |

OPENED
9:45
9-24-13
Witnessed

## E.) SHERIFF'S OFFICE

| | | | | | |
|---|---|---|---|---|---|
| 1. | **RAINCOATS** (NEESE) | | | $ | NO BID |
| 2. | **GLOVES**-(Hatch )Frisk Master Fm 2000 | | | $ | |
| 3. | **COVERALLS-Personal Protection**(TYVEK) | | | $ | |
| | **COVERALLS-Polypropylene Disposable Suit, Long Sleeve Shirt & Pants** | | | coveralls | $ |
| | | | | Shirt -Long Sleeve | $ |
| | | | | Pants | $ |
| 4. | **SHIRTS—SHORT & LONG SLEEVE Custodian & Maintenance Temporary Khaki shirts** (Dickies) | | | Female Short sleeve | $ |
| | | | | Female Long Sleeve | $ |
| | | | | Male Short Sleeve | $ |
| | | | | Male Long Sleeve | $ |
| 5. | **PANTS—Traditional- work** (Dickies) | | | $ | |
| 6. | **PANTS-- Women's Flat Front** | | | $ | |
| 7. | **SCRUBS** (cargo ) | | | Female Shirt | $ |
| | | | | Female Pants | $ |
| | | | | Male Shirt | $ |



Bob Barker Company, Inc.

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | Male Pants | $ NO BID |
| 8. | RAIN BOOTS (Norcross Servus 18822-9) | SERVUS | 18822 | | Female Boots | $ 11.84 |
| | | SERVUS | 18822 | | Male Boots | $ 11.84 |
| 9. | WATERPROOF SAFETY TOE BOOT | | | | Female Boots | $ NO BID |
| | | | | | Male Boots | $ |
| 10. | WATERPROOF SAFETY TOE SHOE | | | | Female Shoe | $ |
| | | | | | Male Shoe | $ |
| 11. | PANTS --BDU's (Battle Dress Uniforms) | PROPPER | F5201-38 | | Female | $ 23.57 |
| | | | | | Male | $ 23.57 |
| 12. | SHIRTS --BDU 's (Battle Dress Uniforms) | PROPPER | F5454-38 | | Female | $ 38.00 |
| | | | | | Male | $ 38.00 |
| 13. | SHIRTS--BDU's S.E.R.T. OFFICER (Battle Dress Uniforms) | PROPPER | F5454-38 | | Female | $ 38.00 |
| | | | | | Male | $ 38.00 |
| 14. | BDU's SHIRT (Battle Dress Uniforms) -PROPER (Ripstop Material)<br>Option 1: FOUR (4) BELOW STYLE POCKETS<br>Option 2: TWO (2) STYLE POCKETS | PROPPER | F5454-38<br>F5452-38 | | OPT 1 -Female | $ 38.00 |
| | | | | | OPT 1 -Male | $ 38.00 |
| | | | | | OPT 2 -Female | $ 38.00 |
| | | | | | OPT 2 -Male | $ 38.00 |
| 15. | INVESTIGATOR RAID JACKETS | | | | OPT 1 | NO BID |
| | | | | | OPT 2 | |
| 16. | SAFETY VESTS - Break-Away High Visibility | | | | $ | |
| 17. | SHIRTS-- LONG SLEEVE | | | | Female | $ |
| | | | | | Male | $ |
| 18. | SHIRTS--SHORT SLEEVE | | | | Female | $ |
| | | | | | Male | $ |
| 19. | TROUSERS (Four Pocket) | | | | Female | $ |
| | | | | | Male | $ |
| 20. | TACTICAL OUTERSHELL(Point Blank R20D) | POINT BLANK | R20-D STANDARD | | $ | 120.00 |
| 21. | COLD WEATHER JACKETS (Force 10 Jacket) | | | | $ | NO BID |
| 22. | PANTS--TACTICAL (5.11 Tactical 74251) | | | | Female | $ |
| | | | | | Male | $ |
| 23. | TIES | | | | $ | |
| 24. | EMBLEM/PATCH CUSTOMIZATION | | | | 1-100 | $ |
| | | | | | 101-200 | $ |
| | | | | | 201-300 | $ |
| 25. | SHIRTS-SHORT SLEEVE | | | | female | $ |
| | | | | | male | $ |
| 26. | SHIRTS-LONG SLEEVE | | | | female | $ |
| | | | | | male | $ |
| 27. | TROUSER-SIX POCKET | | | | female | $ |
| | | | | | male | $ |
| 28. | DRESS BUTTONS FOR UNIFORMS | Premium Gold-STAR W/TEXAS | | | 0-100 | $ |
| | | | | | 101-200 | $ |
| | | | | | 201-300 | $ |
| | | Nickel Plated-STAR W/TEXAS | | | 0-100 | $ |
| | | | | | 101-200 | $ |
| | | | | | 201-300 | $ |
| | | Premium Gold-OLD ENGISH | | | 0-100 | $ |
| | | | | | 101-200 | $ |
| | | | | | 201-300 | $ |
| | | Nickel Plated-OLD ENGISH | | | 0-100 | $ |
| | | | | | 101-200 | $ |
| | | | | | 201-300 | $ |

OPENED
945
9-24-13
Witnessed

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.

| | |
|---|---|
| **COMPANY NAME:** | BOB BARKER COMPANY, INC |
| **ADDRESS:** | 134 N MAIN ST |
| **CITY/STATE/ZIP:** | FUQUAY VARINA, NC 27526 |
| **PHONE NUMBER:** | 800-334-9880 |
| **FAX NUMBER:** | 800-322-7537 |
| **CELL NUMBER:** | 281-686-4055 - KEVIN JOHNSON, REGIONAL SALES MANAGER |
| **CONTACT PERSON:** | NENNA MANN |
| **E-MAIL ADDRESS:** | nennamann@bobbarker.com |
| **AUTHORIZED SIGNATURE:** | Nenna Mann |
| **TITLE:** | PRICING SPECIALIST |
| **DATE:** | 7/17/2013 |

# EXHIBIT “C”

CERTIFICATE OF INSURANCE

Client#: 1559499 20BOBBAR1

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/18/2013

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: | |
|---|---|---|
| BB&T Insurance Services, Inc.<br>Post Office Box 13941<br>Durham, NC 27709<br>919 281-4500 | PHONE (A/C, No, Ext): 919 281-4500 | FAX (A/C, No): 8887468761 |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Bob Barker Company Inc<br>134 N Main Street<br>Fuquay Varina, NC 27526 | INSURER A : Hartford Underwriters Insurance | 30104 |
| | INSURER B : Ohio Casualty Insurance Company | 24074 |
| | INSURER C : Hartford Ins Co of the Midwest | 37478 |
| | INSURER D : Sentinel Insurance Company, Ltd | 11000 |
| | 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 | | | 22UENRB5997 | 12/31/2012 | 12/31/2013 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| D | AUTOMOBILE LIABILITY | | | 22UENRB5997 | 12/31/2012 | 12/31/2013 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | X Drive Oth Car | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR | | | UUO125496962 | 12/31/2012 | 12/31/2013 | EACH OCCURRENCE | $15,000,000 |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $15,000,000 |
| | DED X RETENTION $0 | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 22WBEG9450 | 12/31/2012 | 12/31/2013 | X WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y | 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)

** Workers Comp Information **

USLH ; Voluntary Compensation ; Other States Coverage

Proprietors/Partners/Executive Officers/Members Excluded:

Robert Barker, Owner

Bob Barker

(See Attached Descriptions)

**CERTIFICATE HOLDER**

Hidalgo County TX
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

R.V. Edwards Jr

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**Zimbra** **leticia.saenz@co.hidalgo.tx.us**

## RE: Revised Requirements Agreement

**From :** Steve Crain <scrain@atlashall.com> Thu, Oct 03, 2013 03:28 PM

**Subject :** RE: Revised Requirements Agreement 2 attachments

**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreements are fine.

---

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Thursday, October 03, 2013 2:40 PM
**To:** Steve Crain; Marynel Trevino
**Cc:** Sandra Montalvo
**Subject:** Re: Revised Requirements Agreement
**Importance:** High

Mr. Crain/Ms. Marynel-

Please review and approve. I have revised numbered paragraph 2 with “shall be” in lieu of the deleted language and have also deleted paragraph p. on page 4.

Please advise.

Thank you.

***Leticia H. Saenz, CPPB/Contracts Manager***
*Hidalgo County Purchasing Department*
*2812 South Business Highway 281*
*Edinburg, Texas 78539*
***P****(956) 318-2626* ***F****(956) 318-2629*
*Email:* *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

---

**From:** "Steve Crain" <scrain@atlashall.com>
**To:** "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
**Sent:** Thursday, October 3, 2013 9:31:54 AM

**AI-41085** **Purchasing Department 18. A. 3.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Acceptance and approval of an Amendment No. 1 to the AIA A101-2007 Standard Form of Agreement with D. Wilson Construction Company,for the "Remodel of Existing Old Administration Building (1st and 2nd Floor)," to reflect the cost of $3,375,220.00 as approved in CC on 9/24/13.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1336-419-40-220-043-0-452

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

**BUDGETARY IMPACT:**

PO 698457

## Attachments

Agenda Item 40853

Agreement

Amendment No. 1

PO 698457-Increase

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 10/03/2013 05:09 PM |
| Auditor's Office | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Rocio Villarreal Started On: 10/03/2013 04:07 PM

Final Approval Date: 10/03/2013

**AI-40853** **Purchasing Department 23. A. 1.**

**CC REGULAR**

**Meeting Date:** 09/24/2013

**Submitted For:** Martha L. Salazar **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

A. Pursuant to current contract with D. Wilson Construction Company (Exhibit "C" AIA 201-Articles 14.3.1 & .2 & 15.1.4 & .5), a request for approval of Claim from D. Wilson to increase the Contract Sum by +$61,220.00 for additional costs due to the Owner's delay(s) in commencing the project titled: "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building" located at 100 E. Cano, Edinburg, Texas thus resulting in a new contract amount of $3,375.220.00;

B. Requesting approval for project architect, Alcocer Garcia Associates to proceed with issuance of formal "Notice to Proceed" to awarded contractor, D. Wilson Construction Company for the, Repair and Renovation-1st and 2nd Floors of the Former Administration Building" located at 100 E. Cano, Edinburg, Texas.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1336-419-40-220-043-0-452

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

**BUDGETARY IMPACT:**

Available funds as of 9/20/13.

## Attachments

Letter submitted by D. Wilson

Contract

Legal Review

Backup Email

PO increase

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 09/19/2013 05:43 PM |
| Budget & Management | Obdett Calzada | 09/20/2013 09:53 AM |
| Olga Garza | Olga Garza | 09/20/2013 04:32 PM |
| Auditor's Office | Monica Badillo | 09/20/2013 05:40 PM |

Form Started By: Rocio Villarreal Started On: 09/19/2013 02:49 PM

Final Approval Date: 09/20/2013

# AIA® Document A101™ – 2007

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

**AGREEMENT** made as of the «23rd » day of «October » in the year «2012 »
*(In words, indicate day, month and year)*

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

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, Texas78539
and the Contractor:
*(Name, legal status, address and other information)*

« D. Wilson Construction Company
«1209 E. Pecan »
«McAllen, Texas 78501 »
«Telephone No.(956) 686-9573 »
Fax No. (956) 686-3270

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

Remodel of Existing Old Administration Building (1st and 2nd Floor) located at 100 E. Cano Street, Edinburg, Texas

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

Alcocer Garcia Associates, Inc.
1333 E. Jasmine Ave.
McAllen, TX 78501

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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**User Notes:Error! Unknown document property name.**
(1515532406)

TABLE OF ARTICLES


1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS


## ARTICLE 1 THE CONTRACT DOCUMENTS

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

## ARTICLE 2 THE WORK OF THIS CONTRACT

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

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

The date of commencement shall be the date specified in a notice to proceed to be given by Owner to Contractor.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

**3.1.1 Liquidated Damages**: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in this Article 3, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in providing in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner, One Hundred Fifty Dollars ($150.00) for each day that expires after the time specified in this Article 3 for Substantial Completion until the work is substantially complete.

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


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User Notes:Error! Unknown document property name.
(1515532406)

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than «three hundred twenty»( 320 ) days from the date of commencement, or as follows:
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

« »

| Portion of Work | Substantial Completion Date |
|---|---|
| | |

, subject to adjustments of this Contract Time as provided in the Contract Documents.
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

See 3.1.1 above.

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «Three Million, three hundred fourteen thousand and 00/100 Dollars » ($ «3,314,000.00 » ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

« »

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

| Item | Units and Limitations | Price Per Unit ($ 0.00) |
|---|---|---|
| | | |

**§ 4.4** Allowances included in the Contract Sum, if any:
*(Identify allowance and state exclusions, if any, from the allowance price.)*

| Schedule of Allowance | |
|---|---|
| Betterment Allowance | $14,000.00 |
| Signage Allowance | $6,000.00 |
| Door Hardware Allowance | $70,000.00 |
| **TOTAL AMOUNT** | $90,000.00 |

**4.5 Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of Owner does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then Owner may terminate this Contract upon ninety (90) days written notice to Contractor. Each of the parties hereto agrees, however, to use its best 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 Agreement at the expiration of each budget period of

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User Notes:Error! Unknown document property name. (1515532406)

Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

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

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

« »

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the **30th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the fifth day following approval by Commissioners Court.**.
*(Federal, state or local laws may require payment within a certain period of time.)*

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

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

**§ 5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five Percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction,**as modified by Owner and attached hereto as Exhibit C**;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five ( 5% ) percent;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C"**;

**§ 5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
*(Section 9.8.5 of AIA Document A201–2007, as modified by the Owner, requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007,**as modified by Owner and attached hereto as Exhibit "C"**;

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

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*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**Not Applicable**

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

**§ 5.2 FINAL PAYMENT**

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007,**as modified by Owner and attached hereto as Exhibit "C"**; and to satisfy other requirements, if any, which extend beyond final payment; and

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

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Paymen t**and upon acceptance by the Owner and Architect, and after satisfactory evidence has been given by the Contractor that all his bills have been paid and the entire project is free from liens.**

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007,**as modified by Owner and attached hereto as Exhibit "C",** unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

« »
« »
« »
« »

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007,**as modified by Owner and attached hereto as Exhibit "C",** the method of binding dispute resolution shall be as follows:

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

[ « » ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ « X » ] Litigation in a court of competent jurisdiction

[ « » ] Other *(Specify)*

« »

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007, as modified by the Owner and attached hereto as Exhibit "C."

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**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007, as modified by the Owner and attached hereto as Exhibit "C."

## ARTICLE 8 MISCELLANEOUS PROVISIONS

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2007, as modified by the Owner, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

The legal rate established by the Texas Government Code, currently Section 2251.025, as amended.

**§ 8.3** The Owner's representative:
*(Name, address and other information)*

Hidalgo County Commissioners' Court
615 S. Closner
Edinburg, Texas 78539

**§ 8.4** The Contractor's representative:
*(Name, address and other information)*

Bill Wilson, PresidentD. Wilson Contsruction Company
1209 E. Pecan
McAllen, Texas 78501
Tel: (956) 686-9573
Fax: (956) 686-3270

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

**§ 8.6** Other provisions:

« »

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

**§ 9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

**§ 9.1.1** The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, as modified by the Owner.

**§ 9.1.2** The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, **as modified by the Owner and attached hereto as Exhibit "C".**

**§ 9.1.3** The Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|
| Not Applicable | | | |

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**§ 9.1.4** The Specifications:
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*
« »

| Section | Title | Date | Pages |
|---|---|---|---|
| | | | |

**§ 9.1.5** The Drawings:
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*
« »

| Number | Title | Date |
|---|---|---|
| | | |

**§ 9.1.6** The Addenda (to bid form), if any:

| Number | Date | Pages |
|---|---|---|
| 1 | 06/22/12 | 125 |
| 2 | 06/28/12 | 13 |

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

**§ 9.1.7** Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

.2 Other documents, if any, listed below:
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

«
1. Exhibit 'A' Bid Form and Addendums
2. Exhibit 'B' Project Manual (Specifications) and Drawings
3. Exhibit 'C' AIA Document A201-2007, as modified by the Owner
4. Exhibit 'D' Notice to Proceed
5. Exhibit 'E' Certificate of Insurance
6. Exhibit 'F' Performance and Payment Bonds

## ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, **as modified by Owner and attached hereto as Exhibit "C",**
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007,* ***as modified by Owner and attached hereto as Exhibit "C"****).*

| Type of insurance or bond | Limit of liability or bond amount ($ 0.00) |
|---|---|
| | |

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This Agreement entered into as of the day and year first written above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

COUNTY OF HIDALGO

By: Ramon Garcia
**OWNER***(Signature)*

Ramon Garcia, County Judge
*(Printed name and title)*

**APPROVED AS TO FORM: ATLAS, HALL & RODRIGUEZ, LLP**

By:
*(Signature)*

Stephen L. Crain
*(Printed name and title)*

D. WILSON CONSTRUCTION COMPANY

By:
**CONTRACTOR***(Signature)*

« »« »Bill Wilson PRESIDENT
*(Printed name and title)*

**ATTEST:**

*(Signature)*

Arturo Guajardo Jr., County Clerk
*(Printed name and title)*

Approved by Commissioners' Court
on 10/23/12 RO

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EXHIBIT "C"

# AIA® Document A201™ – 2007

## *General Conditions of the Contract for Construction*

**For the following PROJECT:**
*(Name and location or address)*
Remodel of Existing Old Administration Building (1st and 2nd Floor) located at 100 E. Cano Street, Edinburg, Texas

**THE OWNER:**
*(Name, legal status and address)*
County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539

**THE ARCHITECT:**
*(Name, legal status and address)*
Alcocer Garcia Associates, Inc.
1333 E. Jasmine Ave.
McAllen, TX 78501

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

### § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

**§ 1.1.1.1** Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

### § 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

### § 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**§ 1.1.3.1** The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

### § 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

### § 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

### § 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.


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### § 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### § 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by a Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attention prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

**§ 1.2.1.1** In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions, if any;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

**§ 1.2.1.2** If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.


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### § 1.3 CAPITALIZATION
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 INTERPRETATION
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
**§ 1.5.1** Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER
### § 2.1 GENERAL
**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

**§ 2.1.2 DELETED.**

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
**§ 2.2.1** Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.


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**§ 2.2.2** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.2.3** The Owner shall furnish surveys describing physical characteristics and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

**§ 2.2.4** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.2.5** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

**§ 2.4.1** The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

**§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

**§ 3.2.5** The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

**§ 3.2.6** The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

**§ 3.2.7** If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

**§ 3.2.8** If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly notify the architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, and may only be accomplished by appropriate Modification.


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## § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

**§ 3.3.4** Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under Contract Documents or other arrangements with Contractor.

**§ 3.3.5** Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

**§ 3.3.6** Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

**§ 3.3.7** Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

**§ 3.3.8** Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner (s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

**§ 3.3.9** Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already


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in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

**§ 3.3.10** Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

**§ 3.3.11** Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

**§ 3.4 LABOR AND MATERIALS**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
.2 represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
.3 certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

**§ 3.4.4** Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be


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shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

**§ 3.4.5** When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

**§ 3.4.6** When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

**§ 3.5 WARRANTY**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

**§ 3.5.3** Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

**§ 3.5.4** The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

**§3.5.5** Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

**§3.5.6** Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

**§3.5.7** If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

**§3.5.8** Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

**§3.5.9** In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more


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stringent requirement shall govern.

**§3.5.10** If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

**§ 3.6 TAXES**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

**§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

**§3.7.1.1** The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

**§ 3.7.4 Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in


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the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 ALLOWANCES

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

### § 3.9 SUPERINTENDENT

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

**§ 3.9.3 DELETED.**

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of


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the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

**§ 3.10.4** The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

**§ 3.10.5** The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.11.1** At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish


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the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.


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**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

**§ 3.12.11** The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

**§3.12.12** The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

## § 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**§3.13.1** Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

**§3.13.2** The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

**§3.13.3** Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.


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§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

## § 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

## § 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

## § 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

## § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

## § 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder=s risk insurance, subject to


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Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising our of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS**

**§ 3.19.1** The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

**§3.19.2** If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

**§3.20 RECORD DRAWINGS**

**§3.20.1** At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.


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## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

**§ 4.1.1** The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 4.1.2** Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

### § 4.2 ADMINISTRATION OF THE CONTRACT

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors,

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material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 4.2.13 DELETED.**

**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the


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Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

**§ 5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**§ 5.3.1** All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.


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**§ 5.4.3** Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

**§ 5.5** Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

**§ 6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### § 6.2 MUTUAL RESPONSIBILITY

**§ 6.2.1** The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**§ 6.2.3 DELETED.**

**§ 6.2.4** The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents and is subject to approval by the Owner.

**§ 7.1.2** A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

### § 7.2 CHANGE ORDERS

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

**§ 7.2.2** Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

**§7.2.3** Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

**§ 7.3.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that


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application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**§ 7.3.5** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.6** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.7** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.


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## ARTICLE 8 TIME

### § 8.1 DEFINITIONS

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.1.1** The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

**§ 8.1.1.2 Liquidated Damages**: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3 of the AIA document A101 – 2007 Edition, as modified by the Owner, per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

### § 8.2 PROGRESS AND COMPLETION

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### § 8.3 DELAYS AND EXTENSIONS OF TIME

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or


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extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.1.1 Commitment of Current Revenues Only.** As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, 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 Contract, then any party may terminate this Contract 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.

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.


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**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

### § 9.4 CERTIFICATES FOR PAYMENT

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as


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may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

**§ 9.5.4** Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

**§ 9.6 PROGRESS PAYMENTS**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

**§ 9.6.2** The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

**§ 9.6.5** Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.


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**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

**§9.8.6** In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

**§9.8.7** After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

### § 9.9 PARTIAL OCCUPANCY OR USE

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld


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by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** faulty or defective Work appearing after Substantial Completion.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**§ 10.2.3** The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property


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adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 HAZARDOUS MATERIALS**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

**§ 10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3 DELETED.**

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.


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**§ 10.3.5** The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6 DELETED.**

**§ 10.4 EMERGENCIES**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

**§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**

**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

**§ 11.1.2** The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

**§ 11.1.3** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

**§ 11.1.4** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.


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**§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES**

**§ 11.1.5.1** Contractor shall carry and keep in full force for the duration of the project the following Coverage.

| Coverage | Minimum Amounts and Limits |
|---|---|
| Worker's Compensation | Statutory Limits |
| Employer's Liability: | |
| Bodily Injury by Accident | $500,000.00/each accident |
| Bodily Injury by Disease | $500,000.00/each employee |
| Bodily Injury by Disease | $500,000.00/Policy Limit |
| **Commercial General Liability** | |
| Bodily Injury/Property Damage | $1,000,000.00 per occurrence<br>$2,000,000.00 aggregate |

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

| | |
|---|---|
| **Comprehensive Automobile Liability** | $1,000,000.00 Combined Single Limit per Occurrence |

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

**§11.1.5.2** All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.


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**§11.1.5.6 Umbrella Excess Liability Insurance**

| | |
|---|---|
| Bodily Injury and | $2,000,000.00 per occurrence |
| Property Damage | $2,000,000.00 aggregate |

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

**§11.1.6** Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

**§11.1.7** In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

**§ 11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

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

**§11.2.2** Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

**§ 11.3 PROPERTY INSURANCE**

**§ 11.3.1** Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises.

**§ 11.3.1.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

**§ 11.3.1.1.1** For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall


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not exceed $5,000.00.

**§11.3.1.1.2** The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

**§11.3.1.1.3** The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

**§ 11.3.1.2 DELETED.**

**§ 11.3.1.3 DELETED.**

**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ 11.3.1.5** Partial occupancy or use shall not affect the validity or coverage of property insurance.

**§ 11.3.2 BOILER AND MACHINERY INSURANCE**
**DELETED.**

**§ 11.3.3 LOSS OF USE INSURANCE**
**DELETED.**

**§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**§ 11.3.5 DELETED.**

**§ 11.3.6 DELETED.**

**§ 11.3.7 WAIVERS OF SUBROGATION**
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification,


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contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 11.3.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**§ 11.3.9 DELETED.**

**§ 11.3.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

**§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.4.1** The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code.

**§11.4.1.1** The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner=s representative for decision.

**§11.4.1.2** All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

**§ 11.4.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.4.3** The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

**ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

**§ 12.1 UNCOVERING OF WORK**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.


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### § 12.2 CORRECTION OF WORK

### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§12.2.2.4** Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract


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Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

### § 13.2 SUCCESSORS AND ASSIGNS

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

### § 13.4 RIGHTS AND REMEDIES

**§ 13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

**§ 13.4.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### § 13.5 TESTS AND INSPECTIONS

**§ 13.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

**§ 13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

**§ 13.5.3** If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or


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otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner=s personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

**§ 13.5.4** Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

**§ 13.5.5** If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.5.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

**§ 13.6 INTEREST**

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

**§ 13.7 TIME LIMITS ON CLAIMS**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

**§ 13.8 EQUAL OPPORTUNITY**

**§ 13.8.1** The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

**§13.8.1.1** The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

**§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT**

**§13.9.1** Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

**§13.9.2** Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

**§13.9.3** Final payment shall not be made until this letter of certification has been received.

**ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

**§ 14.1 TERMINATION BY THE CONTRACTOR**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other


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persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

*(Paragraphs deleted)*

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

**§ 14.1.4** Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

**§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

**§ 14.2.2** When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

**§14.2.5** In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to

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payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

**§14.2.6** Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

**§14.2.7** Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 CLAIMS

### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims


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by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

**§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

**§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

**§ 15.1.5.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.5.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

**§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

*(Paragraph deleted)*

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

**§ 15.1.7** In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.2 INITIAL DECISION**

**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.


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User Notes:
(1667386185)

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

**§ 15.2.6 DELETED.**

**§ 15.2.6.1 DELETED.**

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8 DELETED.**

**§ 15.3 MEDIATION**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract may be subject to mediation as a condition precedent to litigation.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

**§ 15.3.3** The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 15.4 ARBITRATION**

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

**§ 15.4.1 DELETED..**

**§ 15.4.1.1 DELETED.**

**§ 15.4.2 DELETED.**


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User Notes:
(1667386185)

# EXHIBIT "D"

# NOTICE TO PROCEED

[DATE]

NAME
COMPANY
ADDRESS
CITY, STATE, ZIP CODE

Via Fax (XXX) XXX-XXX

RE:

**"NOTICE TO PROCEED"**

Dear NAME,

You are herby notified to commence all work in accordance with the Agreement dated DATE. All work must be in accordance with the specifications approved by Hidalgo County.

Receipt of the above Notice to Proceed is hereby acknowledged by, COMPANY, on the _____ day of _____, 2012.

By:_____ Title:_____

HIDALGO COUNTY

Rocio Villarreal
Contracts Manager

# EXHIBIT "F"

# PERFORMANCE AND PAYMENT BONDS

**EXHIBIT "F"**

# GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

NEW YORK

Bond No. CA151 17 38

## TEXAS STATUTORY PERFORMANCE BOND

(PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS, that D. Wilson Construction Company (hereinafter called the Principal(s)), as principal(s), and GREAT AMERICAN INSURANCE COMPANY OF NEW YORK (hereinafter called the Surety), as Surety, are held and firmly bound unto County of Hidalgo (hereinafter called the Obligee), in the amount of Three Million Three Hundred Fourteen Thousand and 00/100---------- ---------- Dollars ($----------3,314,000.00----------) 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 written contract with the Obligee, dated the 23rd day of October, 2012

Remodel of Existing Old Administration Building (1st & 2nd Floor) located at 100 E. Cano Street, Edinburg, Texas

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 is the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be 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 of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal(s) and Surety have signed and sealed this instrument this 23rd day of October, 2012.

_____
*(Principal)*

D. Wilson Construction Company
*(Principal)*

By: _____
*(Principal)*

COUNTERSIGNED:

**GREAT AMERICAN INSURANCE COMPANY OF NEW YORK**

By _____
*Resident Agent*

By _____
David C. Hughston
*Attorney-In-Fact*

S-1114D (10/00)

# GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

Bond No. CA151 17 38

**TEXAS STATUTORY PAYMENT BOND**
**(PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS, that D. Wilson Construction Company

(hereinafter called the Principal(s)), as Principal(s) and GREAT AMERICAN INSURANCE COMPANY OF NEW YORK a corporation, organized and existing under the laws of the State of New York, with its principal office in the City of Cincinnati, Ohio (hereinafter called the Surety), as Surety, are held and firmly bound unto

County of Hidalgo

(hereinafter called the Obligee), in the amount of Three Million Three Hundred Fourteen Thousand and 00/100---------- Dollars ($ ----------3,314,000.00----------)

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 written contract with the Obligee, dated the 23rd day of October, 2012

Remodel of Existing Old Administration Building (1st & 2nd Floor) located at 100 E. Cano Street, Edinburg, Texas

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 materials to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be 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 of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal(s) and Surety have signed and scaled this instrument this 23rd day of October, 2012.

*(Principal)*

D. Wilson Construction Company
*(Principal)*

By: _____
*(Principal)*

COUNTERSIGNED:

By _____
*Resident Agent*

**GREAT AMERICAN INSURANCE COMPANY OF NEW YORK**

By _____
David C. Hughston
*Attorney-in-Fact*

S-1115D (9/00)

# GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

New York

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 15621

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | | Address | Limit of Power |
|---|---|---|---|
| RAY HUGHSTON | PEGGY GONZALEZ | ALL OF | ALL |
| CHRIS HUGHSTON | MARY EDWARDS | BROWNSVILLE, | $75,000,000.00 |
| DAVID C. HUGHSTON | | TEXAS | |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 6TH day of FEBRUARY , 2012 .

Attest

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

CORPORATE SEAL

*Assistant Secretary*

*Divisional Senior Vice President*

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 6TH day of FEBRUARY , 2012 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company of New York, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

NOTARIAL SEAL STATE OF OHIO

**KAREN L. GROSHEIM**
**NOTARY PUBLIC, STATE OF OHIO**
**MY COMMISSION EXPIRES 02-20-16**

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company of New York by unanimous written consent dated May 14, 2009.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company of New York, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of May 14, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this day of ,

CORPORATE SEAL

*Assistant Secretary*

S1185I (4/11)

GREAT AMERICAN. INSURANCE GROUP

**Great American Insurance Company of New York**
**Great American Alliance Insurance Company**
**Great American Insurance Company**

**IMPORTANT NOTICE:**

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
FAX: 1-512-475-1771

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by certified or registered mail to the following address:

| | |
|---|---|
| Mailing Address: | Great American Insurance Company<br>P.O. Box 2119<br>Cincinnati, Ohio 45202 |
| Physical Address: | Great American Insurance Company<br>301 E. Fourth Street<br>Cincinnati, Ohio 45202 |

You may also contact the Great American Insurance Company Claim office by:

| | |
|---|---|
| Fax: | 1-888-290-3706 |
| Telephone: | 1-513-369-5091 |
| Email: | bondclaims@gaic.com |

**PREMIUM OR CLAIM DISPUTES:**

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR BOND:**

This notice is for information only and does not become a part or condition of the attached document.

# EXHIBIT "E"

# CERTIFICATE OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Peggy Gonzalez |
|---|---|
| Hughston Insurance Agency Inc<br>46 Cove Circle<br><br>Brownsville TX 78526-8550 | PHONE (A/C, No, Ext): (956) 542-4387 FAX (A/C, No): (956) 542-8335<br>E-MAIL ADDRESS: peggy@hiains.net |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| D. Wilson Construction Company<br>1209 E. Pecan<br>P. O. Box 3455<br>McAllen TX 78501 | INSURER A: Travelers Insurance | |
| | INSURER B: Travelers Prop & Casual Ins Co | 36161 |
| | INSURER C: Torus Specialty Insurance Co | |
| | INSURER D: Texas Mutual Insurance Company | 22945 |
| | INSURER E: America First Insurance Co. | 12696 |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** Master 12/13 **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<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC | x | x | DT-CO-8970R54A-TLC-12 | 9/30/2012 | 9/30/2013 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | x | x | BA8956R845 | 9/30/2012 | 9/30/2013 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP-Basic | $ 1,000,000<br>$<br>$<br>$<br>$ 2,500 |
| C | [X] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | x | x | 37413A122ALI | 9/30/2012 | 9/30/2013 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | x | TSF0001149270 | 9/30/2012 | 9/30/2013 | [X] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | All Risk Builders Risk | | | IM9895337 | 9/30/2012 | 9/30/2013 | Any One Jobsite | $20,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re Remodel of Existing Old Administration Building (1st and 2nd Floors) located at 100 E. Cano St., Edinburg, Tx.

**CERTIFICATE HOLDER**

Hidalgo County
Attn: Ms. Martha L. Salazar, CPPB
2802 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

Peggy Gonzalez/ME


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STATE OF TEXAS §

COUNTY OF HIDALGO §

**AMENDMENT NUMBER ONE**
**TO AIA A101-2007**
**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR,**
**C-12-029-10-23**

This AMENDMENT to that certain AIA Document A 101-2007, Standard Form of Agreement Between Owner and County Dated October 23, 2012, by and between D. Wilson Construction Company. ("the Contractor") and **HIDALGO COUNTY, TEXAS** ("Owner"), is made between the Contractor and the Owner, (the "Amendment"), as follows:

**WHEREAS**, Architect and Owner executed that certain AIA Document A101-1997, Standard Form of Agreement Between Owner and Contractor dated, October 23, 2012, in which the Contractor agreed to provide construction services for the remodel of Existing Old Administration Building (1st and 2nd Floor) (the "Agreement");

**WHEREAS**, due to a delay in commencing the project by Owner, the Contractor and Owner have agreed to increase the contract sum in the amount of $61, 220.00; and

**WHEREAS**, the parties desire to amend the Agreement as hereinafter provided.

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Company hereby agree to the following amendment to the Contract.

1. Article 4.1 of the Agreement is hereby deleted and the following shall be replaced inserted in lieu thereof:

   The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million Three Hundred Seventy-Five Thousand Two Hundred Twenty and 00/100 Dollars ($3,375,220.00).

2. Except as modified herein, all terms and conditions of the Agreement, as amended by this Amendment, remain in full force and effect and Architect and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment.

EXECUTED IN DUPLICATE ORIGINALS and effective as of ____ day of ____, 2013 first written above.

D. WILSON CONSTRUCTION COMPANY

_____

Bill Wilson, President

HIDALGO COUNTY, OWNER

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ

By: _____

Stephen L. Crain

# PURCHASE ORDER INCREASE
# COUNTY OF HIDALGO

Department: Facilities Mgmt
Contact Name: Jessica Ortega
Telephone # (956) 289-7850

Purchase Order Number: 698457
Increase # 1 for this Purchase Order

Procurement Method:

- ☐ Contract # C-12-029-10-23
- ☐ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ☐ Quotes over $1,000.00 (verbal quotes)
- ☐ Quotes over $5,000.00 (attach written quotes)

**TO:** Vendor Number: 376035
Vendor Name: D. Wilson Construction Co
Address: PO BOX 3455
McAllen, TX 78502-3455

Increase Purchase Order for the following items:

| Quantity | UOM | Description | Unit Price | Amount |
|---|---|---|---|---|
| | | *Amount of Original Purchase Order* | | $3,314,000.00 |
| | | Remodel of existing Old Admin Bldg<br>NIGP#91065 | | |
| | | *Amount of Increase Request* | | $61,200.00 |
| | | *TOTAL AMOUNT* | | $3,375,200.00 |

Account Number: 3-1336-419-40-220-043-0-452

Reason: While project was on hold, there was a price increase in material. Need to increase PO

Authorization: _____ Department Head — 9/23/13 Date

Reviewed by: _____ Purchasing Department — _____ Date

Approved By: _____ Purchasing Agent — _____ Date

Approved By: _____ Hidalgo County Auditor — _____ Date

**AI-40912** **Purchasing Department 18. B. 1.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Marcie Jackson, COMM. PCT. #1

**Department:** COMM. PCT. #1

## Information

### CAPTION

Requesting approval of the following claims/invoices with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor:

| Date | Invoice No. | Vendor Name | Total Invoice | Account No. |
|---|---|---|---|---|
| 09/01/13 | 22809579 | ASG SECURITY | 26.50 | 3-1200-431-00-121-005-0-413 |
| 09/01/13 | 22809581 | ASG SECURITY | 23.45 | 3-1100-452-00-121-013-0-413 |
| 07/01/13 | 22547072 | ASG SECURITY | 26.65 | 3-1100-452-00-121-013-0-413 |
| 09/01/13 | 22851289 | ASG SECURITY | 26.65 | 3-1100-452-00-121-013-0-413 |

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 3 **ACCT. #:** 3-1200-431-00-121-005-0-413

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

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 3 **ACCT. #:** 3-1100-452-00-121-013-0-413

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

**BUDGETARY IMPACT:**

## Attachments

Invoice No.22809579
Invoice No.22809581
Invoice No.22547072
Invoice No.22851289

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 10/03/2013 05:08 PM |
| Auditor's Office | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Marcie Jackson Started On: 09/24/2013 04:41 PM

Final Approval Date: 10/03/2013

ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

# INVOICE

| | |
|---|---|
| Account Number: | 4716437 |
| Invoice Number: | 22809579 |
| Invoice Date: | 09/01/2013 |
| **Due Date:** | **10/01/2013** |
| **Amount Due:** | **694.25** |
| **Amount Enclosed:** | $ _____ |

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

6443000771 PRESORT 771 1 AV 0.360 P1C4 <B>

WAREHOUSE
HIDALGO COUNTY PCT 1
1902 JOE STEPHENS AVE
WESLACO TX 78599-3700

ASG Security
PO Box 650837
Dallas, TX 75265-0837

00000000000 00000004716437 1 0022809579 00000000069425 1

*To ensure proper credit, please return this portion with your payment.*

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

**Mailing Address:** Hidalgo County Pct 1
1902 Joe Stephens Ave
Weslaco, TX 78596

## Account Information

| | |
|---|---|
| Account Number: | 4716437 |
| Invoice Number: | 22809579 |
| Invoice Date: | 09/01/2013 |

## Summary Of Charges

Previous account balance as of 09/01/13 667.75

| Description | Qty | Unit Price | Amount |
|---|---|---|---|
| Remember to test your system monthly.<br>PO# 673590 | | | |
| Hidalgo Co. Pct #1<br>1902 Joe Stephens Avenue | | | |
| Security Monitoring<br>10/01/13 - 10/31/13 | | | 26.50 |
| Current Charges | | | 26.50 |
| *Payments Applied* | | | *$0.00* |
| **Total Amount Due** | | | **694.25** |

| CURRENT | OVER 30 DAYS | OVER 60 DAYS | OVER 90 DAYS |
|---|---|---|---|
| $26.50 | $26.50 | $0.00 | $641.25 |

9/9/13 RECEIVED

INVOICE RECEIVED BY
Melissa Hobbs on 9/9/13
GOODS/SERVICES RECEIVED BY:
on 9/1 - 10/1/13

## Important Messages

ASG Security protects over 180,000 locations and most of our new customers are referred to us! Our referral program makes it simple to share your positive ASG experience with others and be rewarded for helping them protect their home or business!

For every person or business that you refer to us that joins the ASG family of customers, we will add a $50 credit to your account as our way of saying "Thank you!"

Email to referrals@asgsecurity.com with the following information: Name on account, Account #, Referral Name and Referral Contact #.

*some restrictions may apply.

PCT # 1
ROAD & BRIDGE
3-120-431-00-121-005-0-413
Monthly service



PB51LNDH

## Have you moved or changed your phone number? ☐ Moved ☐ Phone Number

Please provide your new address or telephone number and return this portion with your payment. Your records will be updated on request. This will update your account information only. To update your emergency call list please fax information to: 301-210-2837.

Effective Date: _____ Account Name: _____

New Address: _____ City: _____ State: _____ Zip: _____

Contact Name: _____ Phone Number: _____

Work Number: _____ Signature: _____

## We accept the following credit cards for payment: ☐ DISCOVER ☐ VISA ☐ MasterCard ☐ AMERICAN EXPRESS

Please choose one: ☐ Monthly Recurring ☐ One-Time only

Card Number: _____ Expiration Date: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

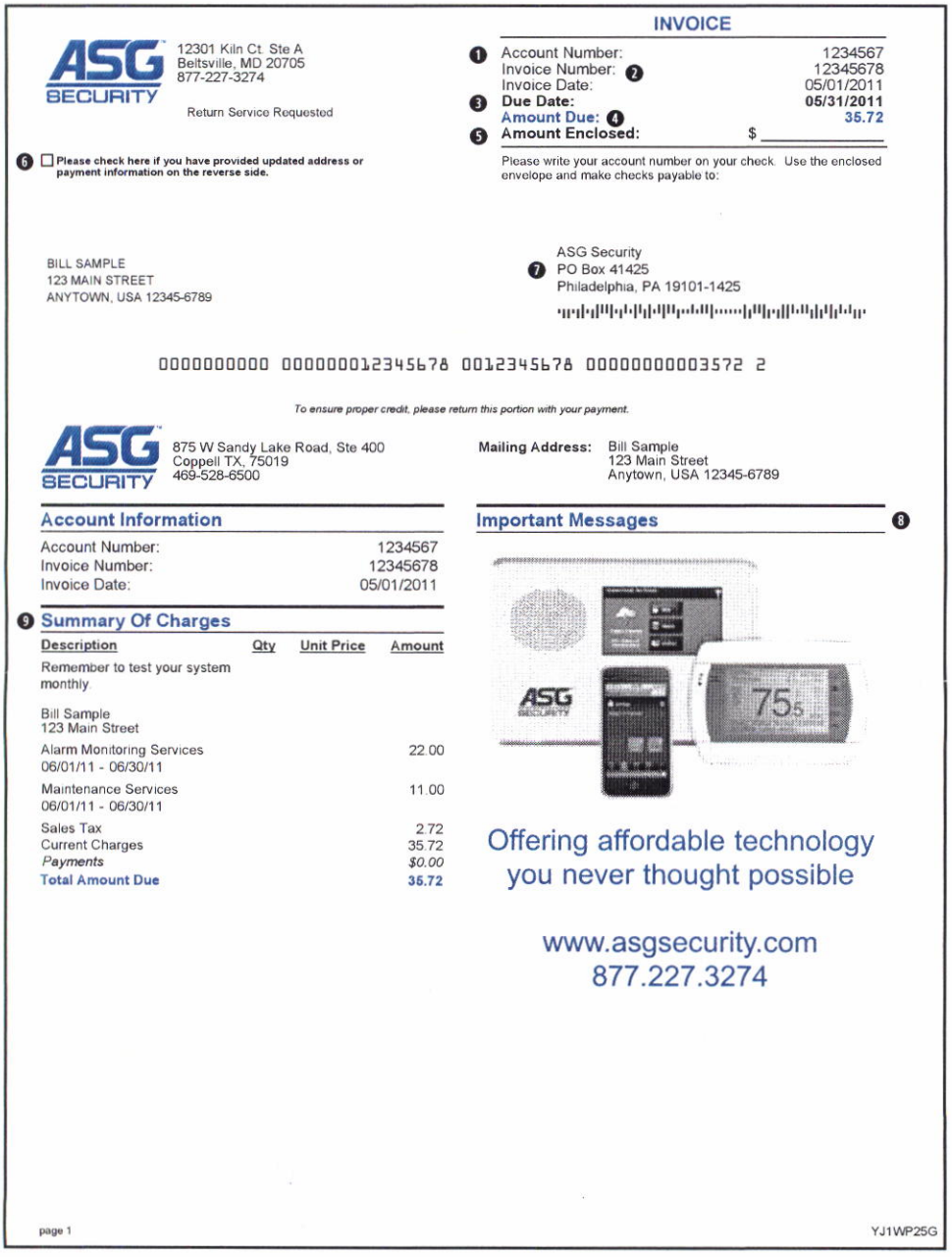
Amount Authorized (for one time only): $ _____ Signature: _____

## Automatic Withdrawal from Checking (IMPORTANT: Please enclose a copy of a voided check.)

☐ Please use automatic withdrawal from checking for all future charges ☐ Please use automatic withdrawal from checking this time only

Amount Authorized $ _____ Signature: _____

## How To Read Your Invoice



ASG SECURITY

12301 Kiln Ct Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

INVOICE

❶ Account Number: 1234567
Invoice Number: ❷ 12345678
Invoice Date: 05/01/2011
❸ Due Date: 05/31/2011
Amount Due: ❹ 35.72
❺ Amount Enclosed: $ _____

❻ ☐ Please check here if you have provided updated address or payment information on the reverse side.

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

BILL SAMPLE
123 MAIN STREET
ANYTOWN, USA 12345-6789

❼ ASG Security
PO Box 41425
Philadelphia, PA 19101-1425

00000000000 00000001234567 8 0012345678 00000000003572 2

To ensure proper credit, please return this portion with your payment.

ASG SECURITY
875 W Sandy Lake Road, Ste 400
Coppell TX, 75019
469-528-6500

Mailing Address: Bill Sample
123 Main Street
Anytown, USA 12345-6789

Account Information

Account Number: 1234567
Invoice Number: 12345678
Invoice Date: 05/01/2011

❾ Summary Of Charges

| Description | Qty | Unit Price | Amount |
|---|---|---|---|
| Remember to test your system monthly. | | | |
| Bill Sample<br>123 Main Street | | | |
| Alarm Monitoring Services<br>06/01/11 - 06/30/11 | | | 22.00 |
| Maintenance Services<br>06/01/11 - 06/30/11 | | | 11.00 |
| Sales Tax | | | 2.72 |
| Current Charges | | | 35.72 |
| *Payments* | | | *$0.00* |
| Total Amount Due | | | 35.72 |

Important Messages ❽

Offering affordable technology you never thought possible

www.asgsecurity.com
877.227.3274

page 1

YJ1WP25G

❶ **Account Number** – Your customer number. It will be helpful to have this number when calling customer service.

❷ **Invoice Number** – This is the number that is assigned to a specific bill. Payments are applied to the oldest invoice unless a remittance coupon or invoice number are provided with your payment.

❸ **Due Date** – Bill must be paid before the Due Date to avoid a late fee.

❹ **Amount Due** – Charges that require payment prior to the due date.

❺ **Amount Enclosed** – Please indicate the payment amount included with your remittance.

❻ **Check Box** – If you have written anything on the front or back of the remittance stub that requires our attention, please be sure to check the box.

❼ **Remit Address** – Please mail payment to this address.

❽ **Important Messages** – Watch this space for important information concerning your account.

❾ **Summary of Charges** – Information pertaining to services provided.

asg-105861

ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

# INVOICE

| | |
|---|---|
| Account Number: | 4716460 |
| Invoice Number: | 22809581 |
| Invoice Date: | 09/01/2013 |
| **Due Date:** | **10/01/2013** |
| **Amount Due:** | **46.90** |
| **Amount Enclosed:** | $ _____ |

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

6443000772 PRESORT 772 1 AV 0.360 P1C4 <B>

DELTA LAKE SHOP
HIDALGO PCT. 1 DELTA
1902 JOE STEPHENS AVE
WESLACO TX 78599-3700

ASG Security
PO Box 650837
Dallas, TX 75265-0837

0000000000 0000000471646O3 0022809581 000000000046?0 2

*To ensure proper credit, please return this portion with your payment.*

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

**Mailing Address:** Hidalgo Pct. 1 Delta
1902 Joe Stephens Ave
Weslaco, TX 78596

## Account Information

| | |
|---|---|
| Account Number: | 4716460 |
| Invoice Number: | 22809581 |
| Invoice Date: | 09/01/2013 |

## Summary Of Charges

Previous account balance as of 09/01/13 — 23.45

| Description | Qty | Unit Price | Amount |
|---|---|---|---|
| Remember to test your system monthly. | | | |
| Delta Lake Park/Hidalgo Co<br>Route 1 Box 257-2 | | | |
| Security Monitoring<br>10/01/13 - 10/31/13 | | | 23.45 |

| | |
|---|---|
| Current Charges | 23.45 |
| *Payments Applied* | *$0.00* |
| **Total Amount Due** | **46.90** |

| CURRENT | OVER 30 DAYS | OVER 60 DAYS | OVER 90 DAYS |
|---|---|---|---|
| $23.45 | $23.45 | $0.00 | $0.00 |

9/9/13

## Important Messages

ASG Security protects over 180,000 locations and most of our new customers are referred to us! Our referral program makes it simple to share your positive ASG experience with others and be rewarded for helping them protect their home or business!

For every person or business that you refer to us that joins the ASG family of customers, we will add a $50 credit to your account as our way of saying "Thank you!"

Email to referrals@asgsecurity.com with the following information: Name on account, Account #, Referral Name and Referral Contact #.

*some restrictions may apply.



T261LNDH

ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

# INVOICE

| | |
|---|---|
| Account Number: | 4716452 |
| Invoice Number: | 22547072 |
| Invoice Date: | 07/01/2013 |
| **Due Date:** | **07/31/2013** |
| **Amount Due:** | **79.95** |
| **Amount Enclosed:** | $ _____ |

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

601501375b PRESORT 13756 1 AT 0.384 P1C59 <B>

DELTA LAKE OFFICE
HIDALGO COUNTY PRECINCT #1
28312 FM 88
EDCOUCH TX 78538-2607

ASG Security
PO Box 650837
Dallas, TX 75265-0837

00000000000 00000004716452O 0022547072 00000000007995 9

*To ensure proper credit, please return this portion with your payment.*

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

**Mailing Address:** Hidalgo County Precinct #1
28312 Fm 88
Edcouch, TX 78538

## Account Information

| | |
|---|---|
| Account Number: | 4716452 |
| Invoice Number: | 22547072 |
| Invoice Date: | 07/01/2013 |

## Summary Of Charges

Previous account balance as of 07/01/13 53.30

| Description | Qty | Unit Price | Amount |
|---|---|---|---|
| Remember to test your system monthly. | | | |
| Hidalgo County Precinct #1<br>28312 Fm 88 | | | |
| Security Monitoring<br>08/01/13 - 08/31/13 | | | 26.65 |

| | |
|---|---|
| Current Charges | 26.65 |
| *Payments Applied* | *$0.00* |
| **Total Amount Due** | **79.95** |

| CURRENT | OVER 30 DAYS | OVER 60 DAYS | OVER 90 DAYS |
|---|---|---|---|
| $26.65 | $26.65 | $26.65 | $0.00 |

INVOICE RECEIVED BY
ON
GOODS/SERVICES RECEIVED BY
J.C. Cardenas ON 8/2/13

ENTERED
8/6/13

## Important Messages

**FRAUD ALERT**: Beware of the Summer Scammers! Some alarm companies hire seasonal door-to-door sales people that will make false statements and use deceptive tactics to try to get you to switch alarm companies. Be cautious if you hear:

**"Your alarm company has gone out of business"**

**"We bought your alarm company"**

**"I'm with the manufacturer and I am authorized to provide you with a free upgrade"**

They may even say that they are with ASG Security to get into your home or business. ASG Security representatives always carry a photo ID and ASG Security business cards. Always ask for one.

You can verify your account with ASG by calling **877-227-3274**.



CT51LNDH

ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

# INVOICE

| | |
|---|---|
| Account Number: | 4716452 |
| Invoice Number: | 22851289 |
| Invoice Date: | 09/01/2013 |
| **Due Date:** | **10/01/2013** |
| **Amount Due:** | **79.95** |
| **Amount Enclosed:** | $ _____ |

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

6443015907 PRESORT 15907 1 AT 0.384 P1C66 <B>

DELTA LAKE OFFICE
HIDALGO COUNTY PRECINCT #1
28312 FM 88
EDCOUCH TX 78538-2607

ASG Security
PO Box 650837
Dallas, TX 75265-0837

0000000000 00000004716452O 0022851289 000000000007995 4

*To ensure proper credit, please return this portion with your payment.*

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

**Mailing Address:** Hidalgo County Precinct #1
28312 Fm 88
Edcouch, TX 78538

## Account Information

| | |
|---|---|
| Account Number: | 4716452 |
| Invoice Number: | 22851289 |
| Invoice Date: | 09/01/2013 |

## Summary Of Charges

Previous account balance as of 09/01/13 — 53.30

| Description | Qty | Unit Price | Amount |
|---|---|---|---|
| Remember to test your system monthly. | | | |
| Hidalgo County Precinct #1<br>28312 Fm 88 | | | |
| Security Monitoring<br>10/01/13 - 10/31/13 | | | 26.65 |
| Current Charges | | | 26.65 |
| *Payments Applied* | | | *$0.00* |
| **Total Amount Due** | | | **79.95** |

| CURRENT | OVER 30 DAYS | OVER 60 DAYS | OVER 90 DAYS |
|---|---|---|---|
| $26.65 | $26.65 | $26.65 | $0.00 |

REC'D 9/10/13

## Important Messages

ASG Security protects over 180,000 locations and most of our new customers are referred to us! Our referral program makes it simple to share your positive ASG experience with others and be rewarded for helping them protect their home or business!

For every person or business that you refer to us that joins the ASG family of customers, we will add a $50 credit to your account as our way of saying "Thank you!"

Email to referrals@asgsecurity.com with the following information: Name on account, Account #, Referral Name and Referral Contact #.

*some restrictions may apply.

9/13/13 RECEIVED



CT51LNDH

**AI-41038** **Purchasing Department 18. B. 2.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted For:** Martha L. Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Pursuant to contract with TEDSI Infrastructure Group, Article 14 of Contract #C-08-227-02-09 the request for approval by engineer to permit the subcontracting of subconsulting services in connection to Work Authorization No. 2 previously approved on August 6, 2013 for the "Mile 6W Project" in Precinct One.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

### BUDGETARY IMPACT:

Work Authorization No. 2 previously approved and funded. Request is required by project engineer in engaging the services of the above referenced sub-contractors.

## Attachments

Letter of request as submitted by TEDSI

Contract Information

backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 10/03/2013 05:08 PM |
| Auditor's Office | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Vangie Garcia Started On: 10/02/2013 08:16 AM

Final Approval Date: 10/03/2013

**TEDSI INFRASTRUCTURE GROUP**

*Consulting Engineers*

1201 E. Expressway 83 ♦ Mission, Texas 78572

October 1, 2013

Mr. Raul Lozano
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave., Suite 101
Weslaco, Texas 78596

***RE: Mile 6W Contract C-08-227-02-09, Work Authorization No. 2***
***TEDSI Project No. 2009-1032-02***

Dear Mr. Lozano,

On September 24, 2013 a formal Notice to Proceed on Work Authorization No. 2 for Contract No. C-08-227-02-09 was issued by your office. Pursuant to Article 14 of Contract C-08-227-02-09, TEDSI Infrastructure is requesting permission to use the following subconsultants on this Work Authorization:

- Raba Kistner Environmental Inc.
- Aranda & Associates Inc.
- DOS Land Surveying, Inc.

According to Mr. Crain, this must be placed on Hidalgo County Commissioners Court Agenda for approval. I request that this be added to next weeks consent agenda.

Respectfully Submitted:
TEDSI INFRASTRUCTURE GROUP, INC.

Craig F. Stong, P.E.
Sr. Project Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**AGREEMENT FOR GENERAL ENGINEERING SERVICES**
**Contract No. C-08-227-02-09**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **TEDSI Infrastructure Group, Inc.** professional engineers of Mission, Texas, hereinafter called the **"Engineer"**.

**W I T N E S S E T H:**

**WHEREAS,** the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services** for **Mile 6 West Road Improvements between SH 107** and **Mile 9 North** for Hidalgo County Precinct Number One.

**NOW, THEREFORE,** the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE 1. Employment of Engineer.** The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform general engineering, rights of way & field topographic services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

**ARTICLE 2. Character and Extent of Services.** This Agreement will provide for of the **Project** with the following:

**2.1. Scope of Work.** The **Owner** will furnish items and provide those services for the development of Work Authorizations and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***-Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development of said Work Authorizations and fulfillment of this Agreement as identified in **EXHIBIT "B"-*Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

**2.2 Classification of Services.** For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

**2.3 Schedule of Work.** The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"-*Work Schedule***, attached hereto and made a part of this Agreement.

**ARTICLE 3. Period of Service.** Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer**'s permission for any proper purpose relating to the Work Authorization, including, but not limited to, additions to or completion of the Work Authorization. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer**'s own expense, may retain copies of such documents or any other data under this Agreement.

**11.2 Release of Documents or Information.** Release of information to the public or others regarding the Work Authorization will be in accordance with the Texas Public Information Act.

**ARTICLE 12. Discounts, Rebates, Refunds.** In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

**ARTICLE 13. Records, Accounting, Inspection.** The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

**ARTICLE 14. Subcontracting and Assignment.** The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every

subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

**ARTICLE 15. Patents.** The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer**'s work hereunder.

**ARTICLE 16. Confidential Information, Inventions and Other Restrictions.**

**16.1 Confidential Information.** The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner**'s commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer**'s possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 09 day of February, **2009**.

**ENGINEER:**
**TEDSI Infrastructure Group, Inc.**

**BY:** _____
Jesse Salinas, Principal

**OWNER:**
**HIDALGO COUNTY**

**BY:** _____
Juan D. Salinas III, County Judge

**ATTEST:**

By: _____
**Arturo Guajardo Jr.**, Hidalgo County Clerk

**ATTACHMENTS:**

| | |
|---|---|
| **EXHIBIT A** | -Scope of Services to be Provided by the Owner |
| **EXHIBIT B** | -Scope of Services to be Provided by the Engineer |
| **EXHIBIT C** | -Work Schedule |
| **EXHIBIT D** | -Engineer's Contract Rates |
| **EXHIBIT E** | -Work Authorization Form |
| **EXHIBIT F** | -Supplemental Agreement Form |
| **EXHIBIT G** | -Certificate of Insurance (*Hidalgo County*) |

Approved As To Form:
Atlas & Hall, LLP

By: _____

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78596

PH:956.968.8733
FAX:956.969.1417

October 2, 2013

Martha L. Salazar
Hidalgo County Purchasing Agent
2802 S. Business Hwy. 281
Edinburg, TX 78539

RE: Mile 6W Contract C-08-227-02-09, Work Authorization No. 2 – TEDSI request to subcontract

Ms. Salazar,

This is to inform you that Hidalgo County Precinct No. 1 has reviewed and approves TEDSI's request to use subconsultants for the Mile 6W project under Work Authorization No. 2. Please proceed with submitting to County Commissioners' Court for approval.

Should you have any questions or concerns, please do not hesitate to contact my office at 956-968-8733.

Respectfully submitted,

AC Cuellar, Jr.
Commissioner Pct. 1

www.co.hidalgo.tx.us
ac.cuellar@co.hidalgo.tx.us

**AI-40990** **Purchasing Department 18. B. 3.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

Submitted For: Martha L. Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

**CONSTABLE PRECINCT ONE:**

Accepance and approval of Request for Payment Application No.9 in the amount of $11,149.76 and Payment Application No. 10 in the amount of $20,504.76 as submitted by Holchemont, LTD., awarded vendor for the "Construction Of A New Constable Building Precinct One Offices" and as certified by project architect, Alcocer Garcia Associates, Inc. in connection with Contract #C-12-028-07-24 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Attachments

PAYMENT APPLICATION #9

PAYMENT APPLICATION #10

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 10/03/2013 05:08 PM |
| Auditor's Office | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Vangie Garcia Started On: 09/27/2013 09:20 AM

Final Approval Date: 10/03/2013

RECEIVED
SEP 20 2013
By VM

**APPLICATION AND CERTIFICATION FOR PAYMENT**
**ROUTING AND SIGNATURE SHEET**

A. General Information

Project Name: Constable's Office Building, Precinct 1

General Contractor (GC): Holchemont, Ltd.

Application For Payment No. Nine

Date Submitted: 9/4/13

B. Routing Instructions

1. GC will fill out Part A above; complete APPLICATION AND CERTIFICATE FOR PAYMENT, AIA DOCUMENT G702, sign and notarize Page 1; complete AIA DOCUMENT G703, CONTINUATION SHEET and attach any pertinent documents as necessary, deliver these Documents to the Construction Manager (CM).

2. CM will review and assign signature and date in Section C and will submit to Project Architect (PA). PA will review Application for Payment documents for approval. If approved, sign on Page 1 section ARCHITECT'S CERTIFICATE FOR PAYMENT and submit documents to the CM.

3. CM will submit documents to Purchasing Department.

C. Signatures

| | |
|---|---|
| Construction Manager | Date 9/18/13 |
| Acknowledge Receipt – Purchasing Dept. | Date 9/20/13 |
| Facilities Management Dept. | Date 9/20/13 |

# Prevailing Wage Rates
# Certification Statement

Date: September 11, 2013

Project Name: Hidalgo County Precinct No. 1, Constable's Office Building

Contractor: Holchemont Ltd. Contract #: C-11-201-11

Application for Payment #: Nine (9)

| Rene Salinas | Const. Manager |
|---|---|
| (Name of Signatory Party) | (Title) |

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.

Signature

# HOLCHEMONT, LTD.

900 N. Main St. McAllen, Texas 78501

**September 3, 2013**

**Re: Hidalgo County Pct. 1 - Constable's Office -**
**Payment Applications pending items**

Hidalgo County Purchasing Department, Auditor's Office, Alcocer Garcia & Associates and G. A. S. Enterprises:

There are no partial waivers for payment application no. 9 because as of September 3, 2013, Holchemont, Ltd. has not been paid for said invoice.

We are resubmitting payment application no. 9 & 10 at this time as requested.

Respectfully,

LaPalmer

Lori A. Palmer

Cc: File
Michael Montalvo

# APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF FOUR PAGES

**TO OWNER:**
COUNTY OF HIDALGO
2801 S BUS HWY 281
EDINBURG, TEXAS 78539

**FROM CONTRACTOR:**
HOLCHEMONT, LTD.
900 N. MAIN ST.
MCALLEN, TEXAS 78501-4327

**PROJECT: HIDALGO CO PCT 1**
NEW CONSTABLES' OFFICE
1900 Joe Stephens

**VIA ARCHITECT:**
Alcocer Garcia & Associates
1333 Jasmine
McAllen, TX 78501

**APPLICATION NO: 09 revised**

**PERIOD TO: July 31, 2013**

**PROJECT NOS: 1207-PCT-19**

**CONTRACT DATE: Aug. 7, 2012**

**Distribution to:**
- [X] OWNER
- [X] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

## SUB-CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

| | | | |
|---|---|---|---|
| 1. ORIGINAL CONTRACT SUM | | | $ 724,000.00 |
| 2. Net change by Change Orders | | | $ 76,128.19 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | | | $ 800,128.19 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | | | $ 738,234.90 |
| 5. RETAINAGE: | | | |
| a. 5 % of Completed Work (Column D + E on G703) | $ | 36,911.75 | |
| b. 0 % of Stored Material (Column F on G703) | $ | $0.00 | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | | | $ 36,911.75 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | | | $ 701,323.15 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | | | $ 690,173.39 |
| 8. CURRENT PAYMENT DUE | | | $ 11,149.76 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | | $ | 98,805.04 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $47,697.86 | |
| Total approved this Month | $28,430.33 | $0.00 |
| TOTALS | $76,128.19 | |
| NET CHANGES by Change Order | $76,128.19 | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**GENERAL CONTRACTOR:**

By: [signature] Date: 04SEP13

State of: TEXAS County of: HIDALGO
Subscribed and sworn to before me this 4th Sept day of 2013
Notary Public: Lorraine Hernandez
My Commission expires:

LORI ANN HERNANDEZ
Notary Public, State of Texas
My Commission Expires
January 18, 2016

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED.....$** 11,149.76

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)*

**ARCHITECT:**

By: George A Garcia Date: 9-18-13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES | | | | | AIA DOCUMENT G703 | | | PAGE 2 OF 4 PAGES | |
|---|---|---|---|---|---|---|---|---|---|
| AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing | | | | | | APPLICATION NO: | | 9Revised | |
| Contractor's signed certification is attached. | | | | | | APPLICATION DATE: | | 31-Jul-13 | |
| In tabulations below, amounts are stated to the nearest dollar. | | | | | | PERIOD TO: | | 31-Jul-13 | |
| Use Column I on Contracts where variable retainage for line items may apply. | | | | | | ARCHITECT'S PROJECT NO: | | 2012-028-05-09MSS | |
| A | B | C | D | E | F | G | | H | I |
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| 1 | Architect Allowance | $5,000.00 | $1,986.11 | $0.00 | | $1,986.11 | 39.72% | $3,013.89 | $99.31 |
| 2 | Plumbing Allowance | $2,800.00 | | | | | 0.00% | $2,800.00 | $0.00 |
| 3 | Insurance & PPBond | $18,916.86 | $18,916.86 | $0.00 | | $18,916.86 | 100.00% | $0.00 | $945.84 |
| 4 | GC Fee | $44,157.00 | $39,741.30 | $2,207.85 | | $41,949.15 | 95.00% | $2,207.85 | $2,097.46 |
| 5 | General Conditions | $57,578.14 | $57,578.14 | $0.00 | | $57,578.14 | 100.00% | $0.00 | $2,878.91 |
| 6 | Bld. Pad. - Excavation | $1,500.00 | $1,500.00 | $0.00 | | $1,500.00 | 100.00% | $0.00 | $75.00 |
| 7 | Bld. Pad - Fill | $4,831.00 | $4,831.00 | $0.00 | | $4,831.00 | 100.00% | $0.00 | $241.55 |
| 8 | Concrete Materials | $11,620.00 | $11,620.00 | $0.00 | | $11,620.00 | 100.00% | $0.00 | $581.00 |
| 9 | Concrete Rebar SOG | $10,000.00 | $10,000.00 | $0.00 | | $10,000.00 | 100.00% | $0.00 | $500.00 |
| 10 | Concrete Rebar Masonry | $9,118.00 | $9,118.00 | $0.00 | | $9,118.00 | 100.00% | $0.00 | $455.90 |
| 11 | Concrete Accessories | $1,900.00 | $1,900.00 | $0.00 | | $1,900.00 | 100.00% | $0.00 | $95.00 |
| 12 | Concrete Labor SOG | $10,300.00 | $10,300.00 | $0.00 | | $10,300.00 | 100.00% | $0.00 | $515.00 |
| 13 | Concrete Labor Flat Work | $5,000.00 | $5,000.00 | $0.00 | | $5,000.00 | 100.00% | $0.00 | $250.00 |
| 14 | Termite Treatment | $571.00 | $571.00 | $0.00 | | $571.00 | 100.00% | $0.00 | $28.55 |
| 15 | Masonry Materials | $22,000.00 | $22,000.00 | $0.00 | | $22,000.00 | 100.00% | $0.00 | $1,100.00 |
| 16 | Masonry Labor | $22,600.00 | $18,700.00 | $0.00 | | $18,700.00 | 82.74% | $3,900.00 | $935.00 |
| 17 | Structural Steel Erection | $5,924.00 | $5,924.00 | $0.00 | | $5,924.00 | 100.00% | $0.00 | $296.20 |
| 18 | Structural Steel Materials | $11,590.00 | $11,590.00 | $0.00 | | $11,590.00 | 100.00% | $0.00 | $579.50 |
| 19 | Structural Steel Joists & Deck | $13,664.00 | $13,664.00 | $0.00 | | $13,664.00 | 100.00% | $0.00 | $683.20 |
| 20 | Canopy Labor | $2,500.00 | $2,500.00 | $0.00 | | $2,500.00 | 100.00% | $0.00 | $125.00 |
| 21 | Canopy Materials | $3,777.00 | $3,777.00 | $0.00 | | $3,777.00 | 100.00% | $0.00 | $188.85 |
| 22 | Rough Carpentry Labor | $3,500.00 | $3,500.00 | $0.00 | | $3,500.00 | 100.00% | $0.00 | $175.00 |
| 23 | Rough Carpentry Materials | $4,100.00 | $4,100.00 | $0.00 | | $4,100.00 | 100.00% | $0.00 | $205.00 |
| 24 | Doors & HM Frames | $9,900.00 | $9,900.00 | $0.00 | | $9,900.00 | 100.00% | $0.00 | $495.00 |
| 25 | Door & HM Frame Labor | $2,500.00 | $2,500.00 | $0.00 | | $2,500.00 | 100.00% | $0.00 | $125.00 |
| 26 | Finish Hardware | $10,967.00 | $10,967.00 | $0.00 | | $10,967.00 | 100.00% | $0.00 | $548.35 |
| 27 | Finish Hardware Labor | $3,000.00 | $3,000.00 | $0.00 | | $3,000.00 | 100.00% | $0.00 | $150.00 |
| 28 | Overhead Doors Materials | $3,500.00 | $3,500.00 | $0.00 | | $3,500.00 | 100.00% | $0.00 | $175.00 |
| 29 | Overhead Doors Labor | $1,167.00 | $1,167.00 | $0.00 | | $1,167.00 | 100.00% | $0.00 | $58.35 |
| 30 | Glass & Glazing Materials | $2,000.00 | $2,000.00 | $0.00 | | $2,000.00 | 100.00% | $0.00 | $100.00 |
| 31 | Glass & Glazing Labor | $1,656.00 | $1,656.00 | $0.00 | | $1,656.00 | 100.00% | $0.00 | $82.80 |

| HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES | | | | | AIA DOCUMENT G703 | | | PAGE 3 OF 4 PAGES | |
|---|---|---|---|---|---|---|---|---|---|
| AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing | | | | | | APPLICATION NO: | | 9Revised | |
| Contractor's signed certification is attached. | | | | | | APPLICATION DATE: | | 31-Jul-13 | |
| In tabulations below, amounts are stated to the nearest dollar. | | | | | | PERIOD TO: | | 31-Jul-13 | |
| Use Column I on Contracts where variable retainage for line items may apply. | | | | | | ARCHITECT'S PROJECT NO: | | 2012-028-05-09MSS | |
| A | B | C | D | E | F | G | | H | I |
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| 32 | Tile Flooring | $20,000.00 | $20,000.00 | $0.00 | $0.00 | $20,000.00 | 100.00% | $0.00 | $1,000.00 |
| 33 | Tile Flooring Labor | $9,978.00 | $9,978.00 | $0.00 | | $9,978.00 | 100.00% | $0.00 | $498.90 |
| 34 | Tape & Float Materials | $2,500.00 | $2,500.00 | $0.00 | | $2,500.00 | 100.00% | $0.00 | $125.00 |
| 35 | Tape & Float Labor | $3,500.00 | $3,500.00 | $0.00 | | $3,500.00 | 100.00% | $0.00 | $175.00 |
| 36 | Painting Materials | $3,500.00 | $3,500.00 | $0.00 | | $3,500.00 | 100.00% | $0.00 | $175.00 |
| 37 | Painting Labor | $4,085.00 | $2,859.50 | $0.00 | | $2,859.50 | 70.00% | $1,225.50 | $142.98 |
| 38 | Millwork Materials | $3,000.00 | $3,000.00 | $0.00 | | $3,000.00 | 100.00% | $0.00 | $150.00 |
| 39 | Millwork Labor | $2,508.00 | $2,508.00 | $0.00 | | $2,508.00 | 100.00% | $0.00 | $125.40 |
| 40 | Gyp Assemblies Materials | $15,685.00 | $15,685.00 | $0.00 | | $15,685.00 | 100.00% | $0.00 | $784.25 |
| 41 | Gyp Assemblies Labor | $14,302.00 | $14,302.00 | $0.00 | | $14,302.00 | 100.00% | $0.00 | $715.10 |
| 42 | Concrete Pump | $2,000.00 | $2,000.00 | $0.00 | | $2,000.00 | 100.00% | $0.00 | $100.00 |
| 43 | Fence & Gates Materials | $1,500.00 | $1,500.00 | $0.00 | | $1,500.00 | 100.00% | $0.00 | $75.00 |
| 44 | Fence & Gates Labor | $590.00 | $590.00 | $0.00 | | $590.00 | 100.00% | $0.00 | $29.50 |
| 45 | Restroom Accessories | $1,750.00 | $1,750.00 | $0.00 | | $1,750.00 | 100.00% | $0.00 | $87.50 |
| 46 | Restroom Accessories Labor | $800.00 | $800.00 | $0.00 | | $800.00 | 100.00% | $0.00 | $40.00 |
| 47 | Wet Fire Sprinkler Materials | $12,000.00 | $12,000.00 | $0.00 | | $12,000.00 | 100.00% | $0.00 | $600.00 |
| 48 | Wet Fire Sprinkler Labor | $6,284.00 | $6,284.00 | $0.00 | | $6,284.00 | 100.00% | $0.00 | $314.20 |
| 49 | HVAC Duct Materials | $18,020.00 | $18,020.00 | $0.00 | | $18,020.00 | 100.00% | $0.00 | $901.00 |
| 50 | HVAC Labor | $33,532.00 | $33,532.00 | $0.00 | | $33,532.00 | 100.00% | $0.00 | $1,676.60 |
| 51 | HVAC Equip Materials | $5,073.00 | $5,073.00 | $0.00 | | $5,073.00 | 100.00% | $0.00 | $253.65 |
| 52 | HVAC Equip Labor | $2,500.00 | $2,500.00 | $0.00 | | $2,500.00 | 100.00% | $0.00 | $125.00 |
| 53 | Test & Balance | $3,950.00 | | $0.00 | | $0.00 | 0.00% | $3,950.00 | $0.00 |
| 54 | Plumbing Rough IN | $11,000.00 | $11,000.00 | $0.00 | | $11,000.00 | 100.00% | $0.00 | $550.00 |
| 55 | Plumbing Lines & Vents | $16,000.00 | $16,000.00 | $0.00 | | $16,000.00 | 100.00% | $0.00 | $800.00 |
| 56 | Plumbing Fixutres | $5,500.00 | $5,500.00 | $0.00 | | $5,500.00 | 100.00% | $0.00 | $275.00 |
| 57 | Electrical Materials | $63,566.00 | $63,566.00 | $0.00 | | $63,566.00 | 100.00% | $0.00 | $3,178.30 |
| 58 | Generator | $42,202.00 | $42,202.00 | $0.00 | | $42,202.00 | 100.00% | $0.00 | $2,110.10 |
| 59 | Electrical Labor | $31,943.00 | $31,943.00 | $0.00 | | $31,943.00 | 100.00% | $0.00 | $1,597.15 |
| 60 | Fire Alarm | $15,000.00 | $14,195.00 | $805.00 | | $15,000.00 | 100.00% | $0.00 | $750.00 |
| 61 | Security Alarm | $7,500.00 | $4,500.00 | $3,000.00 | | $7,500.00 | 100.00% | $0.00 | $375.00 |
| 62 | Roofing Materials | $32,000.00 | $32,000.00 | $0.00 | | $32,000.00 | 100.00% | $0.00 | $1,600.00 |

| HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES | | | | | AIA DOCUMENT G703 | | | PAGE 4 OF 4 PAGES | |
|---|---|---|---|---|---|---|---|---|---|
| AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing | | | | | | APPLICATION NO: | | 9Revised | |
| Contractor's signed certification is attached. | | | | | | APPLICATION DATE: | | 31-Jul-13 | |
| In tabulations below, amounts are stated to the nearest dollar. | | | | | | PERIOD TO: | | 31-Jul-13 | |
| Use Column I on Contracts where variable retainage for line items may apply. | | | | | | ARCHITECT'S PROJECT NO: | | 2012-028-05-09MSS | |
| A | B | C | D | E | F | G | | H | I |
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| 63 | Roofing Labor | √ $18,000.00 | √ $12,500.00 | $0.00 | | √ $12,500.00 | √ 69.44% | √ $5,500.00 | √ $625.00 |
| 64 | Building Signage | √ $3,095.00 | √ $0.00 | $0.00 | | √ $0.00 | √0.00% | √ $3,095.00 | √ $0.00 |
| 65 | Building Signage Labor | √ $1,000.00 | √ $0.00 | $0.00 | | √ $0.00 | √ 0.00% | √ $1,000.00 | √ $0.00 |
| 66 | Dampproofing Materials | √ $1,000.00 | √ $1,000.00 | $0.00 | | √ $1,000.00 | √100.00% | √ $0.00 | √ $50.00 |
| 67 | Dampproofing Labor | √ $1,500.00 | √ $1,500.00 | $0.00 | | √ $1,500.00 | √100.00% | √ $0.00 | √ $75.00 |
| | Change Order 1 | √ $47,697.86 | √ $35,203.40 | $5,723.74 | | √ $40,927.14 | √ 85.80% | √ $6,770.72 | √ $2,046.36 |
| | Change Order 2 (Arch Allow Deduct) | | | | | | | | |
| | Change Order 3 | $28,430.33 | | | | | 0.00% | $28,430.33 | |
| | GRAND TOTALS | $800,128.19 | √ $726,498.31 | √ $11,736.59 | $0.00 | √ $738,234.90 | √ 92.26% | √ $61,893.29 | $36,911.75 |

RECEIVED
SEP 20 2013
By VYS

**APPLICATION AND CERTIFICATION FOR PAYMENT**
**ROUTING AND SIGNATURE SHEET**

A. General Information

Project Name: Constable's Office Building, Precinct 1

General Contractor (GC): Holchemont, Ltd.

Application For Payment No. Ten

Date Submitted: 9/4/13

B. Routing Instructions

1. GC will fill out Part A above; complete APPLICATION AND CERTIFICATE FOR PAYMENT, AIA DOCUMENT G702, sign and notarize Page 1; complete AIA DOCUMENT G703, CONTINUATION SHEET and attach any pertinent documents as necessary, deliver these Documents to the Construction Manager (CM).

2. CM will review and assign signature and date in Section C and will submit to Project Architect (PA). PA will review Application for Payment documents for approval. If approved, sign on Page 1 section ARCHITECT'S CERTIFICATE FOR PAYMENT and submit documents to the CM.

3. CM will submit documents to Purchasing Department.

C. Signatures

Construction Manager — Date: 9/18/13

Acknowledge Receipt – Purchasing Dept. — Date: 9/20/13

Facilities Management Dept. — Date: 9/20/13

# Prevailing Wage Rates
# Certification Statement

Date: September 11, 2013

Project Name: Hidalgo County Precinct No. 1, Constable's Office Building

Contractor: Holchemont Ltd. Contract #: C-11-201-11

Application for Payment #: Ten (9)

Rene Salinas (Name of Signatory Party)

Const. Manager (Title)

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.

Signature

# PPLICATION AND CERTIFICATION FOR PAYMENT



) OWNER:
)UNTY OF HIDALGO
01 S BUS HWY 281
)INBURG, TEXAS 78539
:OM CONTRACTOR:
)LCHEMONT, LTD.
0 N. MAIN ST.
:ALLEN, TEXAS 78501-4327

PROJECT: HIDALGO CO PCT 1
NEW CONSTABLES' OFFICE
1900 Joe Stephens

VIA ARCHITECT:
Alcocer Garcia & Associates
1333 Jasmine
McAllen, TX 78501

APPLICATION NO: 10

PERIOD TO: August 31, 2013

PROJECT NOS: 1207-PCT-19

CONTRACT DATE: Aug. 7, 2012

Distribution to:
[X] OWNER
[X] ARCHITECT
[ ] CONTRACTOR
[ ]
[ ]

## )B-CONTRACTOR'S APPLICATION FOR PAYMENT

)lication is made for payment, as shown below, in connection with the Contract.
ntinuation Sheet, AIA Document G703, is attached.

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | | $ 724,000.00 |
| Net change by Change Orders | | $ 76,128.19 |
| CONTRACT SUM TO DATE (Line 1 ± 2) | | $ 800,128.19 |
| TOTAL COMPLETED & STORED TO DATE (Column G on G703) | | $ √759,818.84 |
| RETAINAGE: | | |
| a. 5 % of Completed Work (Column D + E on G703) | $ 37,990.94 √ | |
| b. 0 % of Stored Material (Column F on G703) | $ $0.00 | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | | $ 37,990.94 √ |
| TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | | $ 721,827.90 √ |
| LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | | $ 701,323.14 |
| CURRENT PAYMENT DUE | | $ 20,504.76 |
| BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | $ | 78,300.29 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $76,128.19 | |
| Total approved this Month | $0.00 | |
| TOTALS | $76,128.19 | |
| NET CHANGES by Change Order | $76,128.19 | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

GENERAL CONTRACTOR:

By: _____ Date: 04SEP13

State of: TEXAS County of: HIDALGO
Subscribed and sworn to before me this 4th Sept day of 2013
Notary Public: Lori Ann Hernandez
My Commission expires:

LORI ANN HERNANDEZ
Notary Public, State of Texas
My Commission Expires
January 18, 2016

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 20,504.76

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)*

ARCHITECT:

By: _____ Date: 9-19-13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES | | | | | AIA DOCUMENT G703 | | | PAGE 2 OF 4 PAGES | |
|---|---|---|---|---|---|---|---|---|---|
| AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing | | | | | | | APPLICATION NO: | 10 | |
| Contractor's signed certification is attached. | | | | | | | APPLICATION DATE: | 31-Aug-13 | |
| In tabulations below, amounts are stated to the nearest dollar. | | | | | | | PERIOD TO: | 31-Aug-13 | |
| Use Column I on Contracts where variable retainage for line items may apply. | | | | | | | ARCHITECT'S PROJECT NO: | 2012-028-05-09MSS | |

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| 1 | Architect Allowance | $5,000.00 | $1,986.11 | $3,013.89 | | $5,000.00 | 100.00% | | $250.00 |
| 2 | Plumbing Allowance | $2,800.00 | | $2,800.00 | | $2,800.00 | 100.00% | | $140.00 |
| 3 | Insurance & PPBond | $18,916.86 | $18,916.86 | $0.00 | | $18,916.86 | 100.00% | $0.00 | $945.84 |
| 4 | GC Fee | $44,157.00 | $41,949.15 | $0.00 | | $41,949.15 | 95.00% | $2,207.85 | $2,097.46 |
| 5 | General Conditions | $57,578.14 | $57,578.14 | $0.00 | | $57,578.14 | 100.00% | $0.00 | $2,878.91 |
| 6 | Bld. Pad. - Excavation | $1,500.00 | $1,500.00 | $0.00 | | $1,500.00 | 100.00% | $0.00 | $75.00 |
| 7 | Bld. Pad - Fill | $4,831.00 | $4,831.00 | $0.00 | | $4,831.00 | 100.00% | $0.00 | $241.55 |
| 8 | Concrete Materials | $11,620.00 | $11,620.00 | $0.00 | | $11,620.00 | 100.00% | $0.00 | $581.00 |
| 9 | Concrete Rebar SOG | $10,000.00 | $10,000.00 | $0.00 | | $10,000.00 | 100.00% | $0.00 | $500.00 |
| 10 | Concrete Rebar Masonry | $9,118.00 | $9,118.00 | $0.00 | | $9,118.00 | 100.00% | $0.00 | $455.90 |
| 11 | Concrete Accessories | $1,900.00 | $1,900.00 | $0.00 | | $1,900.00 | 100.00% | $0.00 | $95.00 |
| 12 | Concrete Labor SOG | $10,300.00 | $10,300.00 | $0.00 | | $10,300.00 | 100.00% | $0.00 | $515.00 |
| 13 | Concrete Labor Flat Work | $5,000.00 | $5,000.00 | $0.00 | | $5,000.00 | 100.00% | $0.00 | $250.00 |
| 14 | Termite Treatment | $571.00 | $571.00 | $0.00 | | $571.00 | 100.00% | $0.00 | $28.55 |
| 15 | Masonry Materials | $22,000.00 | $22,000.00 | $0.00 | | $22,000.00 | 100.00% | $0.00 | $1,100.00 |
| 16 | Masonry Labor | $22,600.00 | $18,700.00 | $3,900.00 | | $22,600.00 | 100.00% | $0.00 | $1,130.00 |
| 17 | Structural Steel Erection | $5,924.00 | $5,924.00 | $0.00 | | $5,924.00 | 100.00% | $0.00 | $296.20 |
| 18 | Structural Steel Materials | $11,590.00 | $11,590.00 | $0.00 | | $11,590.00 | 100.00% | $0.00 | $579.50 |
| 19 | Structural Steel Joists & Deck | $13,664.00 | $13,664.00 | $0.00 | | $13,664.00 | 100.00% | $0.00 | $683.20 |
| 20 | Canopy Labor | $2,500.00 | $2,500.00 | $0.00 | | $2,500.00 | 100.00% | $0.00 | $125.00 |
| 21 | Canopy Materials | $3,777.00 | $3,777.00 | $0.00 | | $3,777.00 | 100.00% | $0.00 | $188.85 |
| 22 | Rough Carpentry Labor | $3,500.00 | $3,500.00 | $0.00 | | $3,500.00 | 100.00% | $0.00 | $175.00 |
| 23 | Rough Carpentry Materials | $4,100.00 | $4,100.00 | $0.00 | | $4,100.00 | 100.00% | $0.00 | $205.00 |
| 24 | Doors & HM Frames | $9,900.00 | $9,900.00 | $0.00 | | $9,900.00 | 100.00% | $0.00 | $495.00 |
| 25 | Door & HM Frame Labor | $2,500.00 | $2,500.00 | $0.00 | | $2,500.00 | 100.00% | $0.00 | $125.00 |
| 26 | Finish Hardware | $10,967.00 | $10,967.00 | $0.00 | | $10,967.00 | 100.00% | $0.00 | $548.35 |
| 27 | Finish Hardware Labor | $3,000.00 | $3,000.00 | $0.00 | | $3,000.00 | 100.00% | $0.00 | $150.00 |
| 28 | Overhead Doors Materials | $3,500.00 | $3,500.00 | $0.00 | | $3,500.00 | 100.00% | $0.00 | $175.00 |
| 29 | Overhead Doors Labor | $1,167.00 | $1,167.00 | $0.00 | | $1,167.00 | 100.00% | $0.00 | $58.35 |
| 30 | Glass & Glazing Materials | $2,000.00 | $2,000.00 | $0.00 | | $2,000.00 | 100.00% | $0.00 | $100.00 |
| 31 | Glass & Glazing Labor | $1,656.00 | $1,656.00 | $0.00 | | $1,656.00 | 100.00% | $0.00 | $82.80 |
| | | | | | | | | | |
| | | | | | | | | | |

| HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES | | | | | AIA DOCUMENT G703 | | | PAGE 3 OF 4 PAGES | |
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| 32 | Tile Flooring | $20,000.00 | $20,000.00 | $0.00 | $0.00 | $20,000.00 | 100.00% | $0.00 | $1,000.00 |
| 33 | Tile Flooring Labor | $9,978.00 | $9,978.00 | $0.00 | | $9,978.00 | 100.00% | $0.00 | $498.90 |
| 34 | Tape & Float Materials | $2,500.00 | $2,500.00 | $0.00 | | $2,500.00 | 100.00% | $0.00 | $125.00 |
| 35 | Tape & Float Labor | $3,500.00 | $3,500.00 | $0.00 | | $3,500.00 | 100.00% | $0.00 | $175.00 |
| 36 | Painting Materials | $3,500.00 | $3,500.00 | $0.00 | | $3,500.00 | 100.00% | $0.00 | $175.00 |
| 37 | Painting Labor | $4,085.00 | $2,859.50 | $0.00 | | $2,859.50 | 70.00% | $1,225.50 | $142.98 |
| 38 | Millwork Materials | $3,000.00 | $3,000.00 | $0.00 | | $3,000.00 | 100.00% | $0.00 | $150.00 |
| 39 | Millwork Labor | $2,508.00 | $2,508.00 | $0.00 | | $2,508.00 | 100.00% | $0.00 | $125.40 |
| 40 | Gyp Assemblies Materials | $15,685.00 | $15,685.00 | $0.00 | | $15,685.00 | 100.00% | $0.00 | $784.25 |
| 41 | Gyp Assemblies Labor | $14,302.00 | $14,302.00 | $0.00 | | $14,302.00 | 100.00% | $0.00 | $715.10 |
| 42 | Concrete Pump | $2,000.00 | $2,000.00 | $0.00 | | $2,000.00 | 100.00% | $0.00 | $100.00 |
| 43 | Fence & Gates Materials | $1,500.00 | $1,500.00 | $0.00 | | $1,500.00 | 100.00% | $0.00 | $75.00 |
| 44 | Fence & Gates Labor | $590.00 | $590.00 | $0.00 | | $590.00 | 100.00% | $0.00 | $29.50 |
| 45 | Restroom Accessories | $1,750.00 | $1,750.00 | $0.00 | | $1,750.00 | 100.00% | $0.00 | $87.50 |
| 46 | Restroom Accessories Labor | $800.00 | $800.00 | $0.00 | | $800.00 | 100.00% | $0.00 | $40.00 |
| 47 | Wet Fire Sprinkler Materials | $12,000.00 | $12,000.00 | $0.00 | | $12,000.00 | 100.00% | $0.00 | $600.00 |
| 48 | Wet Fire Sprinkler Labor | $6,284.00 | $6,284.00 | $0.00 | | $6,284.00 | 100.00% | $0.00 | $314.20 |
| 49 | HVAC Duct Materials | $18,020.00 | $18,020.00 | $0.00 | | $18,020.00 | 100.00% | $0.00 | $901.00 |
| 50 | HVAC Labor | $33,532.00 | $33,532.00 | $0.00 | | $33,532.00 | 100.00% | $0.00 | $1,676.60 |
| 51 | HVAC Equip Materials | $5,073.00 | $5,073.00 | $0.00 | | $5,073.00 | 100.00% | $0.00 | $253.65 |
| 52 | HVAC Equip Labor | $2,500.00 | $2,500.00 | $0.00 | | $2,500.00 | 100.00% | $0.00 | $125.00 |
| 53 | Test & Balance | $3,950.00 | | $0.00 | | $0.00 | 0.00% | $3,950.00 | $0.00 |
| 54 | Plumbing Rough IN | $11,000.00 | $11,000.00 | $0.00 | | $11,000.00 | 100.00% | $0.00 | $550.00 |
| 55 | Plumbing Lines & Vents | $16,000.00 | $16,000.00 | $0.00 | | $16,000.00 | 100.00% | $0.00 | $800.00 |
| 56 | Plumbing Fixutres | $5,500.00 | $5,500.00 | $0.00 | | $5,500.00 | 100.00% | $0.00 | $275.00 |
| 57 | Electrical Materials | $63,566.00 | $63,566.00 | $0.00 | | $63,566.00 | 100.00% | $0.00 | $3,178.30 |
| 58 | Generator | $42,202.00 | $42,202.00 | $0.00 | | $42,202.00 | 100.00% | $0.00 | $2,110.10 |
| 59 | Electrical Labor | $31,943.00 | $31,943.00 | $0.00 | | $31,943.00 | 100.00% | $0.00 | $1,597.15 |
| 60 | Fire Alarm | $15,000.00 | $15,000.00 | $0.00 | | $15,000.00 | 100.00% | $0.00 | $750.00 |
| 61 | Security Alarm | $7,500.00 | $7,500.00 | $0.00 | | $7,500.00 | 100.00% | $0.00 | $375.00 |
| 62 | Roofing Materials | $32,000.00 | $32,000.00 | $0.00 | | $32,000.00 | 100.00% | $0.00 | $1,600.00 |

| HIDALGO COUNTY PRECINCT 1 - NEW CONSTABLES' OFFICES | | | | | AIA DOCUMENT G703 | | | PAGE 4 OF 4 PAGES | |
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| 63 | Roofing Labor | $18,000.00 | $12,500.00 | $0.00 | | $12,500.00 | 69.44% | $5,500.00 | $625.00 |
| 64 | Building Signage | $3,095.00 | $0.00 | $0.00 | | $0.00 | 0.00% | $3,095.00 | $0.00 |
| 65 | Building Signage Labor | $1,000.00 | $0.00 | $0.00 | | $0.00 | 0.00% | $1,000.00 | $0.00 |
| 66 | Dampproofing Materials | $1,000.00 | $1,000.00 | $0.00 | | $1,000.00 | 100.00% | $0.00 | $50.00 |
| 67 | Dampproofing Labor | $1,500.00 | $1,500.00 | $0.00 | | $1,500.00 | 100.00% | $0.00 | $75.00 |
| | Change Order 1 | $47,697.86 | $40,927.14 | $6,770.72 | | $47,697.86 | 100.00% | | $2,384.89 |
| | Change Order 2 (Arch Allow Deduct) | | | | | | | | |
| | Change Order 3 | $28,430.33 | | $5,099.33 | | $5,099.33 | 17.94% | $23,331.00 | $254.97 |
| | GRAND TOTALS | $800,128.19 | $738,234.90 | $21,583.94 | $0.00 | $759,818.84 | 94.96% | $40,309.35 | $37,990.94 |

**Contractor's Certification for Payment Application 10**

Project No. 2012-028-05-09-MSS

PO# 680750

GC Project No. 1207-PCT-19

There are no known mechanics', material man's or laborer's liens or claims or any other liens or claims legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Word have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', material man's or laborer's lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Word done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

Date: September 3, 2013

Holchemont, Ltd.
(Company name)

Signature

Manager
Title

SUBSCRIBED AND SWORN TO BEOFRE ME this the 3rd day of September, 2013

LORI ANN HERNANDEZ
Notary Public, State of Texas
My Commission Expires
January 18, 2016

NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: January 18, 2016

## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project No. 2012-028-05-09-MSS

GC Project No. 1207-PCT-19

On receipt by the signer of this document of a check from County of Hidalgo, (maker of the check) in the sum of $ 20,504.76 payable to Holchemont, Ltd. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of County of Hidalgo (Owner) located at 1902 Joe Stephens, Weslaco, TX 78596. (location) to the following extent: construction of Hidalgo County Precinct 1 New Constable Offices.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to County of Hidalgo (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to the promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: September 3, 2013

Holchemont, Ltd.
(Company name)

Signature

Manager
Title

SUBSCRIBED AND SWORN TO BEOFRE ME this the 3rd day of September, 2013

LORI ANN HERNANDEZ
Notary Public, State of Texas
My Commission Expires
January 18, 2016

NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: January 18, 2016

**AI-41026** **Purchasing Department** **18. B. 4.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Katia Garcia, COMM. PCT. #1

**Department:** COMM. PCT. #1

## Information

### CAPTION

Requesting approval of the following claims/invoices with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor:

| Date | Invoice # | Vendor Name | Total Invoice | Account # |
|---|---|---|---|---|
| 7/31/13 | 00526024 | Weldinghouse, Inc. | $55.78 | 3-1200-431-00-121-005-0-442 |
| 7/31/13 | 00526025 | Weldinghouse, Inc. | $24.38 | 3-1100-452-00-121-013-0-442 |
| | | **Total** | **$80.16** | |

### BACKGROUND

Ref. PO#'s 675062 & 686218

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-452-00-121-013-0-442

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

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1200-431-00-121-005-0-442

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

**BUDGETARY IMPACT:**

## Attachments

Inv# 00526024

Inv#00526025

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 10/03/2013 05:08 PM |
| Auditor's Office | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Katia Garcia Started On: 10/01/2013 08:34 AM

Final Approval Date: 10/03/2013

# CYLINDER RENTAL INVOICE

**WELDINGHOUSE INC.**
SALES / SERVICE / RENTALS


WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749


**PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO**

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

| INVOICE |
|---|
| 00526024 |
| PAGE NUMBER |
| 1 |
| INVOICE DATE |
| 07/31/13 |
| CUSTOMER |
| 03088 |
| BRANCH |
| 051 |

BILL TO
HIDALGO COUNTY PCT. #1
1902 JOE STEPHENS, STE 101
WESLACO TX 78596

SHIP TO
HIDALGO COUNTY PCT. #1
1902 JOE STEPHENS, STE 101
WESLACO TX 78596

PO: 675062

| RNT MTHD | RENT GRP | ITEM TAG ID | DESCRIPTION PURCHASE ORDER ORDER NUMBER | INVOICE DATE | INVOICE | BEGINNING BALANCE | SHIPPED | RETURNED | ENDING BALANCE | LEASED CYLINDERS | DAYS | BALANCE | CYLINDER RATE | EXTENDED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| D | 251 | - - - - - - - - - - | OXYGEN H.P. CYLINDER | TOTALS - - - - > | | 9 | 0 | 9 | 0 | 0 | 125 | | .195 | 24.38 |
| D | A4 | - - - - - - - - - - | ACETYLENE 145 CUFT | TOTALS - - - - > | | 12 | 0 | 12 | 0 | 0 | 161 | | .195 | 31.40 |

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

PCT # 1
ROAD & BRIDGE
3-120-431-00-121-005-0-442

7-18-13
TO
7-31-13

INVOICE RECEIVED BY
on
GOODS/SERVICES RECEIVED BY:
on

TAX: .00

| RENT METHOD | TOTAL VALUE OF CYLINDERS | TOTAL | 55.78 |
|---|---|---|---|
| M - MONTHLY MD - MONTHLY DEMURRAGE<br>D - DAILY DD - DAILY DEMURRAGE<br>PD - PEAK DAILY PM - PEAK MONTHLY | .00 | | |

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
*County Administration Building 3rd Floor*
*2808 S. Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
*FAX: (956) 318-2577*
*WEBSITE: www.co.hidalgo.tx.us/auditor*

***MAILING ADDRESS:***
*HIDALGO COUNTY AUDITOR'S OFFICE*
*P. O. BOX 689*
*EDINBURG, TEXAS 78540-0689*

**OFFICE OF THE COUNTY AUDITOR**

**NOTICE OF DISCREPANCY AND/OR ADVISORY**

**DATE:** 08/19/2013

**TO:** Anthony Webber

**DEPARTMENT:** (121) COMMISSIONER, PRECINCT 1

**FROM:** Keta Zambrano KZ

**PHONE:** (956)-318-2511 ext 4601

**REFERENCE:** WELDINGHOUSE, INC. Invoice #00526025

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #00526025*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☑ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: Unable to pay invoice at this time. This invoice is for the month of July and the contract expired on 4/29/13. The 60 day extension covered for the month of May, and June only. New contract is C-13-015A-05-28 with Airgas USA, LLC, commence June 29, 13 – June 28, 14

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

**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.

A. **AI-37995** Requesting approval of payment for Inv# M171700 ($501.00) as submitted by HALFF ASSOCIATES, INC., in connection to contract #C-11-291-01-24 (WA#1) for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4"--PROJECT: Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County

B. **AI-38050** Requesting approval to modify current contract dates from 4-27-12 thru 4-26-13 to reflect correction of new dates of 10-1-2012 thru 9-30-2013 for "Turnkey Purchase of a New Records Management Software for Hidalgo County HIDTA Task Force", under the same rates, terms and conditions with Cardinal Tracking , Inc., (originally approved by CC meeting of 04-24-2010) due to final installation and training was completed until 9-14-2010.

C. **AI-38201** Acceptance and approval of the Tax Assessor-Collector's request to continue the annual maintenance renewal support service protection for the image and tax servers (procured back on September 2011) with UltraBac Software to include through requisition #228548 in the amount of $895.08 for a three year service in as much as no signed documents are required including the purchase of any future hardware, software maintenance, technical support/updates/upgrades/licenses and any other pertinent related services through the life term of the equipment in place and thus avoid any work stoppage. – **AGREEMENT EXPIRES WHEN SOFTWARE EXPIRES**

D. **AI-38133** Right of Way Department:
Requesting authority to enter into a 36-month new copier (capital) lease for a WC7556 copier through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 through Requisition #234582 in the amount of $495.77/month, effective upon approval.

E. **AI-38173** Approval to exercise the sixty (60) day grace period extension as provided in the current contracts (E-12-116-04-24 and E-12-116A-04-24)-for the:"Welding Supplies and Misc. Items" for HIDALGO COUNTY, under the same rates, terms and conditions with **Weldinghouse and SGS** so as to have no lapse in services while procurement process is completed. – **APPROVED WELDINGHOUSE; NO ACTION ON SGS**

New Contract: Airgas USA, LLC. C-13-015A-05-28 Commence June 29- June 29, 14

F. **AI-38174** Acceptance and approval to substitute (corrected supporting documentation) for Agenda Item 37853 (CC approved 3-26-13) with emphasis that said substitution does not affect awarded total amount of $114,381.59 to Herrera and Hunt for Concrete Work and Water Line Improvements to Constable Precinct No. 1 Building.

G. **AI-38212** Requesting authority to renew our software annual maintenance agreement with Gilbarco Inc. through requisiton #233996 in the amount of $240.00/yr from 04/29/2013-04/29/2014.

H. **AI-38260** Acceptance and approval of Request for Payment Application No. 5 in the amount of $124,893.29 as submitted by Holchemont, LTD, awarded contractor for the "Construction Of A New Constable Building Precinct No. 1 Offices" and as certified for payment by project architect, Alcocer Garcia Associates, Inc. in connection with Contract #C-12-028-07-24 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

# CYLINDER RENTAL INVOICE

**WELDINGHOUSE INC.**
SALES / SERVICE / RENTALS


WELDINGHOUSE, INC.
2901 N. SUGAR ROAD
PHARR TX 78577
[956] 682-6844
FAX: [956] 631-8749


**PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO**

Weldinghouse Inc.
705 N. Navigation
Corpus Christi TX 78408
[361] 883-8308
FAX: [361] 888-6010

| INVOICE |
|---|
| 00526025 |
| PAGE NUMBER |
| 1 |
| INVOICE DATE |
| 07/31/13 |
| CUSTOMER |
| 03089 |
| BRANCH |
| 051 |

BILL TO
HIDALGO COUNTY PCT. #1
DELTA LAKE PARK
1902 JOE STEPHEN AVENUE SUITE 101
WESLACO TX 78596

SHIP TO
HIDALGO COUNTY PCT. #1
DELTA LAKE PARK
1902 JOE STEPHEN AVENUE SUITE 101
WESLACO TX 78596

| RNT MTHD | RENT GRP | ITEM TAG ID | DESCRIPTION / PURCHASE ORDER / ORDER NUMBER | INVOICE DATE | INVOICE | BEGINNING BALANCE | SHIPPED | RETURNED | ENDING BALANCE | LEASED CYLINDERS | DAYS | BALANCE | CYLINDER RATE | EXTENDED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | PO: ~~663458~~ 686218 | | | | | | | | | | | |
| D | 251 | - - - - - - - - - - | OXYGEN H.P. CYLINDER | TOTALS - - - - > | | 2 | 0 | 2 | 0 | 0 | 50 | | .195 | 9.75 |
| D | A4 | - - - - - - - - - - | ACETYLENE 145 CUFT | TOTALS - - - - > | | 3 | 0 | 3 | 0 | 0 | 75 | | .195 | 14.63 |

NEW MESSAGE:

WE ARE MOVING TO OUR NEW SOFTWARE VERSION BY SUMMER. PAPERLESS IS THE NEW. WE NEED YOUR EMAIL ADDRESS.

PLEASE CONTACT THE ACCOUNTING DEPARTMENT. 361.883.8308
ASK FOR DEBBI OR MARISELA

THANK YOU

RECEIVED 8/5/13 by

POSTED

PCT # 1
PARKS
3 -1100-452-00-121-013-0- 442
686218/P10

INVOICE RECEIVED BY
ON 8-5-13
GOODS/SERVICES RECEIVED BY
ON 7-31-13

RECEIVED BY COUNTY AUDIT 2013 AUG 7 PM 2 33

TAX: .00

| RENT METHOD | | TOTAL VALUE OF CYLINDERS | | TOTAL | 24.38 |
|---|---|---|---|---|---|
| M - MONTHLY | MD - MONTHLY DEMURRAGE | .00 | | | |
| D - DAILY | DD - DAILY DEMURRAGE | | | | |
| PD - PEAK DAILY | PM - PEAK MONTHLY | | | | |

# Purchase Order
# COUNTY OF HIDALGO

PO#: 686210

DATE: 01/14/13



VENDOR: 268755 REQ:00228638
FAX (956)631-8749 Email:
Phone:(956)682-6844
WELDINGHOUSE, INC.
705 N. NAVIGATION
CORPUS CHRISTI TX 78408
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT:
SITE: COMMISSIONER, PRECINCT 1
Contract No: E-12-116-04-24

Special Instructions:
P10

**VENDOR NOTES**

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | E-12-116-04-24 EXPIRES 4-29-13 | | |
| 1 | LOT | CC OPEN P.O. FOR RENTALS OF CYLINDERS FOR PARKS DEPT. ( OXYGEN 80 SERIES, 100 SERIES, 200 SERIES AND ACETYLENE 100 SERIES @ 0.195 CENTS PER DAY. FROM JAN. 2013 THRU APRIL 2013. REFERENCE OLD P.O. # 675061. WELDINGHOUSE | 100.00 | 100.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | Total | | 100.00 |
| | | ********** For Hidalgo County use only | | |
| | | 3-1100-452-00-121-013-0-442 | 100.00 | |
| | | Approved | | |

Authorized by: Martha L. Salazar 1/15/13

Talked to David about getting letter on 8-29-13 will return call!
A.W.

Called again, left message for David Davila to call me Back 9-9-13 A.W.
called again 9-10-13 9:45 A.W.

Cylinder rental Days
7-7-13 To 7-31-13

7-7-13 to 7-31-13

Contract Expired. 4/29/13
~~4/23/13~~

Keta 10:00 a.m. David 12:00
Get letter from Vendor clearifying that some rental days were within before the Contract expires
6-28-13

New Contract
Airgas USA, LLC
June 29-13
June 28-14
C-13-015A-05-28

**AI-40751** **Purchasing Department 18. C. 1.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted By:** Yvette Islas, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Acceptance and approval of the following for C-CAP-13-192-07-30 Road & Drainage Construction for Regal Estates Subdivision (Pct 3) between Hidalgo County and Texas Cordia Construction, LLC as submitted through project engineer Javier Hinojosa Engineering:
A. Final construction contract (CC previously approved to award on 07-30-13) in the amount of $167,630.15;

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

### BACKGROUND

Commissioner Joe M. Flores or designee Mingo Villarreal

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

req # 240869

## Attachments

262.031

r estates contract

contract approval

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 10/03/2013 05:07 PM |
| Auditor's Office | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Yvette Islas Started On: 09/13/2013 02:31 PM

Final Approval Date: 10/03/2013

§ 262.031. CHANGES IN PLANS AND SPECIFICATIONS.

(a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 104, § 1, eff. May 7, 1993; Acts 1993, 73rd Leg., ch. 891, § 1, eff. June 19, 1993; Acts 1995, 74th Leg., ch. 746, § 4, eff. Aug. 28, 1995.

# HIDALGO COUNTY PRECINCT #3
# BORDER COLONIA ACCESS PROGRAM
# ROUND III

## TECHNICAL SPECIFICATIONS FOR TURN KEY

## BID NO. CAP-13-192-06-26-YSI

## REGAL ESTATES SUBDIVISION

**Thompson Road** **CSJ#3C1080606**


**JAVIER HINOJOSA ENGINEERING**
**416 E. DOVE AVENUE**
**McALLEN, TEXAS 78504**
**(956) 668-1588**
**FAX: (956) 994-8102**
**E-mail: javhin@rgv.rr.com**
**TBPE FIRM NO. F-1295**

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**CAP-13-192-06-26-YSI**
**REGAL ESTATES SUBDIVISION**


1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
3a) Statement of Credentials
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
    - **a.** Insurance

12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) **Exhibit A** General Notes & Standard Specifications
    - **a.** Technical Specifications
    - **b.** Hidalgo County Specifications as per 340
    - **c.** Government Specifications & Special Provisions

17) **Exhibit B**
    - **a.** Debarment
    - **b.** W-9
    - **c.** Bidder/Vendor Application
    - **d.** Conflict of Interest Memo
    - **e.** Conflict of Interest Form
    - **f.** Sales Tax and Local Sales Tax Certificate

18) **Exhibit D Border Wage Rates**
    - **a.** Government code Ch 2258
    - **b.** Prevailing Wage Rate
    - **c.** Davis Bacon

19) **Exhibit E**
    - **a.** Checklist
    - **b.** Change Order
    - **c.** Payment of Application
    - **d.** Estimate Quantity Update
    - **e.** Schedule of Values
    - **f.** Contract Time Statement

g. Colonia Testing Requirement
h. List of Suppliers
i. Partial Release of Lien
j. Contractor's Affidavit of Payment of Debts and Claims
k. Prevailing Wage Rates Certificate Statement
l. Certificate of Construction Completion
m. Contractor's Affidavit of Release of Liens
n. Payment Schedule
o. Quantity Work Sheet
p. Retainage Release TXDOT Final Inspection letter

20) Construction Identification Sign

# REQUEST FOR BIDS

## (Colonia Access Program Project)

**TO SUPPLY HIDALGO COUNTY PRECINCT NO 3** with sealed bids on:

**CAP-13-192-06-26-YSI "ROAD & DRAINAGE CONSTRUCTION FOR REGAL ESTATES SUBDIVISION"**

**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. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

**Bid Packets** may be obtained from the office of **JAVIER HINOJOSA ENGINEERING, 416 E. DOVE AVENUE McAllen, Texas 78504,** Phone No **(956) 668-1588** for the amount of **$150.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

**PRE-BID CONFERENCE** is scheduled for **WEDNESDAY, JUNE 19, 2013** at **2:30 PM** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

**UPON SUBMITTING SEALED BID(S)**, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope(s) and/or package(s) and Bid No(s):

**"CAP-13-192-06-26-YSI "ROAD & DRAINAGE CONSTRUCTION FOR REGAL ESTATES SUBDIVISION"**

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, Texas 78539**

**Physical Location:**
**Hidalgo County New Administration Building**
**2802 S. Business Hwy. 281**
**(Southeast of Canton Rd & Business 281)**
**Edinburg, Texas 78539**

Sealed bids will be accepted until **9:30 a.m. on Wednesday, JUNE 26, 2013** 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

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (Tx.D.O.T.).

Attention is called to the fact that not less than, the 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.

**THE COUNTY** reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

**BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS** on this the **14TH day** of **MAY, 2013.**

**MARTHA L. SALAZAR, CPPB**
**HIDALGO COUNTY PURCHASING AGENT**

***REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233***

LEGAL NOTICE **BID NO: CAP-13-192-06-26-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY–ROAD & DRAINAGE CONSTRUCTION FOR REGAL ESTATES SUBDIVISION"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-CAP-13-192-06-26-YSI - HIDALGO COUNTY - ROAD & DRAINAGE CONSTRUCTION FOR REGAL ESTATES SUBDIVISION"** and in County's Purchasing Department, 100 E. Cano,4th Floor, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JUNE 26, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-CAP-13-192-06-26-YSI - RFB- HIDALGO COUNTY - ROAD & DRAINAGE CONSTRUCTION FOR REGAL ESTATES SUBDIVISION"** . Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

17. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **" HIDALGO COUNTY - ROAD & DRAINAGE CONSTRUCTION FOR REGAL ESTATES SUBDIVISION"**
  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:

Marcie Jackson, Administrative Assistant
Hidalgo County Precinct #2
302 East State
Pharr, Texas 78577
(956) 787-1891

18. Schedule of Events

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **Wednesday, June 26, 2013** |
| Award of Contract | **Tuesday, July 31, 2013** |
| Commence Work or Deliver Products | _____, 2____ |

19. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

20. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

21. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of

Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any 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.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Statement of Credentials:

In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the "STATEMENT OF CREDENTIALS." All questions must be answered and the data given must be clear and comprehensive. **The statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

It must include the following: general bidder information, experience, contracts on hand, and subcontractor(s) information.

In addition, Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

**BIDDERS ACKNOWLEDGEMENT**
Bid for
**HIDALGO COUNTY PRECINCT NO. 3**
**"ROAD AND DRAINAGE CONSTRUCTION FOR REGAL ESTATES SUBDIVISION"**
**BID NO.: CAP-13-192-06-26-YSI**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

**US Postal Mail/Courier Address**
**Hidalgo County New Administration Building**
**2812 S Business Hwy 281**
**Edinburg, Texas 78539**

**Physical Location:**
**Hidalgo County New Administration Building**
**2802 S Business Hwy 281**
**(Southeast of Canton Rd & Business 281**
**Edinburg, Texas 78539)**

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

| | |
|---|---|
| Bidder: | Texas Cordia Construction, LLC |
| Address: | 3149-A Center Pointe Drive, Edinburg, Texas 78539 |
| By: | |
| Printed Name: | Yara M. Corbitt |
| Title: | President |

## STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: Texas Cordia Construction, LLC

Address: 3149-A Center Pointe Dr. Edinburg, TX 78539

Date Organized: June 2011 Date Incorporated: _____

Office Number: 956-627-6181 Fax Number: 956-386-0289

Number of years in business under present name: 2

Type of work performed by your company: Construction

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: Please see "Attachment A"

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

**********

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

**********

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

**********

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

**********

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

**********

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

Please see "Attachment A"

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

Failure to submit the information as required may result in a disqualification of your bid.

None anticipated

6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this 25 day of June, 20 13.

By Yara M. Corbitt

Title President

Subscribed and sworn to me this 25 day of June, 2013.

By: _____

Notary Public In and for Hidalgo County, Texas

My commission expires April 17, 2017

TEXAS CORDIA CONSTRUCTION

***Texas Cordia Construction*** is comprised of construction professionals that bring over 200 years of combined experience.

Our President, Mrs. Yara M. Corbitt, PE, has over 8 years of TxDOT experience and construction management. Her previous experience includes project management for the construction of the Safe Routes to School project in the La Joya School District and in the City of Edinburg. Mrs. Corbitt developed a great working relationship with local officials and school district representatives to push the construction project to completion, ahead of schedule and under budget. Mrs. Corbitt currently serves as construction engineer for Texas Cordia Construction.

Our Construction Manager, Mr. Isaac Heredia has over 10 years of construction management experience, and has overseen up to $80M dollars' worth of construction projects at one time. Mr. Heredia directed site work and installed the proposed waterline for Donna High School. He has the ability to encourage personnel to work diligently and carefully. Mr. Heredia was awarded the Construction Award for FM396 in 2010 by the Texas Department of Transportation for his partnering and exemplary performance in completing the construction of FM396 ahead of schedule and under budget.

Our proposed foreman for this job is Mr. J. Inez Martinez, coming to us with over 35 years of construction experience. He has installed both water lines and sanitary sewer lines across the Rio Grande Valley for several school districts including McAllen ISD, PSJA ISD, Las Milpas, San Benito, and Brownsville ISD. He is to be respected for his quality of work and ability to motivate personnel. He has insight and problem solving skills that will help to avoid delays during construction. Mr. Martinez communicates effectively and has a reputation of working together with city officials, and school representatives.

Texas Cordia Construction is committed to complete this project within 90 Calendar Days.

Because our lead personnel has had experience with TxDOT, we are familiar and adequate with project close outs. It is our goal to close out projects quickly and efficiently. Texas Cordia has the ability to address a project punch list and complete a project proficiently and professionally.

We take pride in our ability to provide personalized quality-assured services. We are able to ensure that projects are completed on time and meet or exceed your needs with continuous, open communication with the project engineer, project managers, project inspectors, and county representatives.

We pledge our total commitment and are ready to respond promptly and efficiently to serving your needs.

Respectfully,

Yara M. Corbitt, PE
President
Texas Cordia Construction, LLC

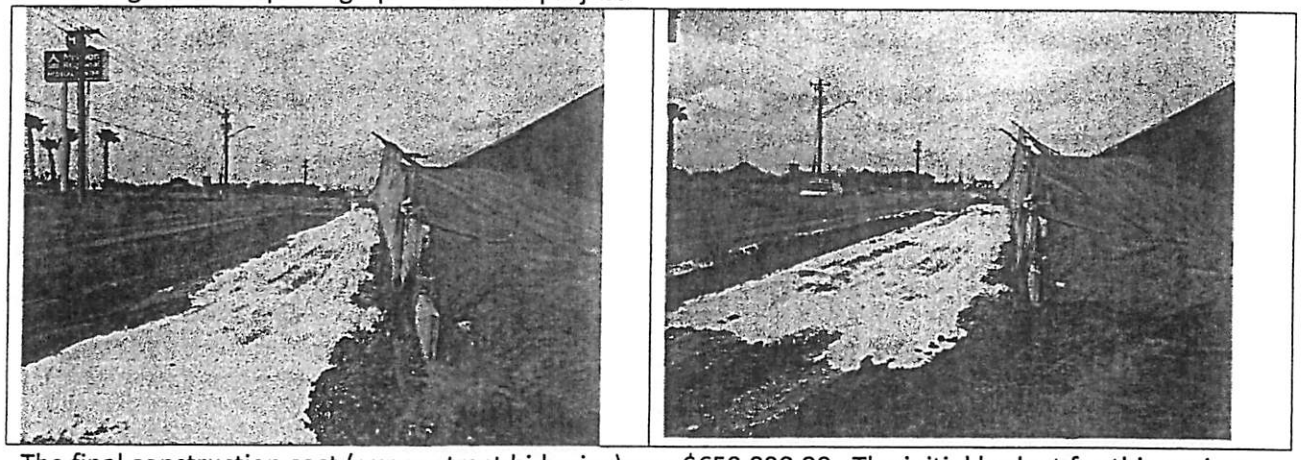
TEXAS CORDIA CONSTRUCTION

**Construction Experience and Performance:**

| | |
|---|---|
| **Project Name:** | **US83/FM396 Roadway** |
| Project Location: | Mission, Texas |
| Contract Delivery Method: | Subcontractor – low bid |
| Project Description: | Construction of Expressway mainlanes & frontage roads |
| Construction Type: | 4R Reconstruction |

This project called for the construction of expressway mainlanes, frontage roads and ramps. Work items included excavation, embankment, lime treatment and compaction of subgrade, lime treatment and compaction/placement of flexbase, milling of tapers to existing pavement, asphalt pavement, and associated items. All work was done in accordance with the Texas Department of Transportations Specifications and under the inspection of TxDOT personnel.

Following are some photographs from the project:



The final construction cost (our contract bid price) was $650,000.00. The initial budget for this project was not broken down into individual items and therefore we are unable to provide a comparison. We did not provide services for this project during preconstruction. Texas Cordia's president has an 11 year working relationship with the client and Texas Cordia has a 1 year working relationship .

Following is the project owner's contact information:
Texas Department of Transportation
Mario Jorge, P.E.
600 W US Expressway 83
Pharr, Texas 78577-1231

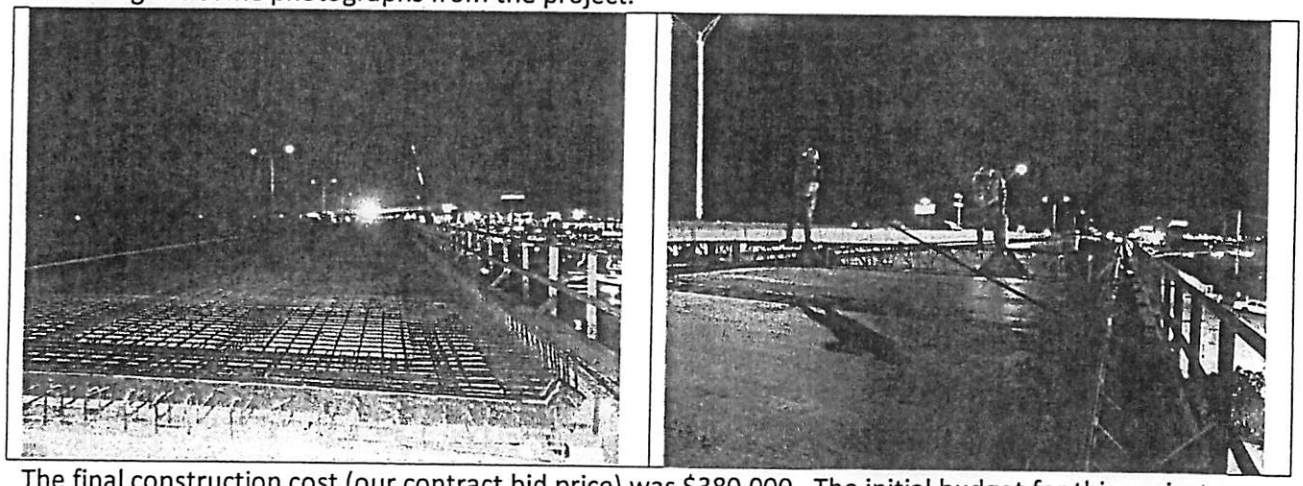
The project engineers contact information is:
Texas Department of Transportation
Juan Sustaita, P.E.
600 W US Expressway 83
Pharr, Texas 78577-1231

TEXAS CORDIA CONSTRUCTION

| | |
|---|---|
| **Project Name:** | **US83/FM396 BRIDGE** |
| Project Location: | Mission, Texas |
| Contract Delivery Method: | Subcontractor – low bid |
| Project Description: | Construction of FM396 OVERPASS |
| Construction Type: | New Overpass |

This project called for the construction of a new bridge. All work was done in accordance with the Texas Department of Transportations Specifications and under the inspection of TxDOT personnel.

Following are some photographs from the project:



The final construction cost (our contract bid price) was $380,000. The initial budget for this project was not broken down into individual items and therefore we are unable to provide a comparison. We did not provide services for this project during preconstruction. Texas Cordia's president has an 11 year working relationship with the client and Texas Cordia has a 1 year working relationship .

Following is the project owner's contact information:
Texas Department of Transportation
Mario Jorge, P.E.
600 W US Expressway 83
Pharr, Texas 78577-1231

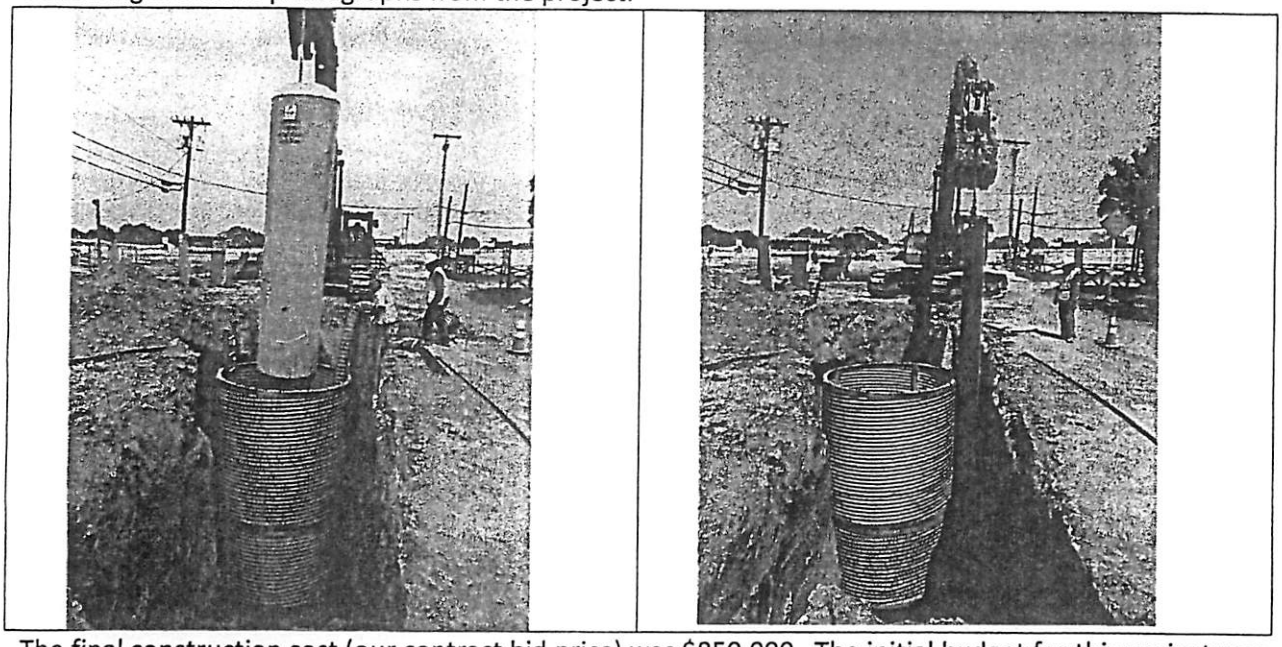
The project engineers contact information is:
Texas Department of Transportation
Juan Sustaita, P.E.
600 W US Expressway 83
Pharr, Texas 78577-1231

TEXAS CORDIA CONSTRUCTION

| | |
|---|---|
| **Project Name:** | **US281 Sanitary Sewer** |
| Project Location: | Falfurrias, Texas |
| Contract Delivery Method: | Subcontractor – low bid |
| Project Description: | Construction/Installation of Sanitary Sewer Lines |
| Construction Type: | 4R Reconstruction |

This project called for the construction of expressway mainlanes, frontage roads and ramps. Work items included installation of sanitary sewer lines, pipe, gravel bedding, manholes, and associated items. All work was done in accordance with the Texas Department of Transportations Specifications and under the inspection of TxDOT personnel.

Following are some photographs from the project:



The final construction cost (our contract bid price) was $850,000. The initial budget for this project was not broken down into individual items and therefore we are unable to provide a comparison. We did not provide services for this project during preconstruction. Texas Cordia's president has an 11 year working relationship with the client and Texas Cordia has a 1 year working relationship .

Following is the project owner's contact information:
Texas Department of Transportation
Mario Jorge, P.E.
600 W US Expressway 83
Pharr, Texas 78577-1231

The project engineers contact information is:
Texas Department of Transportation
Sergio Cantu, P.E.
600 W US Expressway 83
Pharr, Texas 78577-1231

TEXAS CORDIA CONSTRUCTION

| | |
|---|---|
| **Project Name:** | **DIMAS SUBDIVISION #2 & #3** |
| Project Location: | Mercedes, Texas |
| Contract Delivery Method: | General Contractor – low bid |
| Project Description: | Rehabilitation of Roadway |
| Construction Type: | 2R Reconstruction |

This project called for the construction and rehabilitation of 3 colonia roadways for the County of Hidalgo. Work items include excavation, embankment, lime treatment and compaction of subgrade, lime treatment and compaction/placement of flexbase, asphalt pavement, and associated items. All work is being completed in accordance with the Texas Department of Transportations Specifications and under the inspection of County personnel. This project is currently under construction

The final construction cost (our contract bid price) was $233,000. The initial budget for this project was not broken down into individual items and therefore we are unable to provide a comparison.

Following is the project owner's contact information:
Hidalgo County Border Colonia Access Program
Agapito Vargas
2812 S. Business Hwy 281
Edinburg, TX 78539

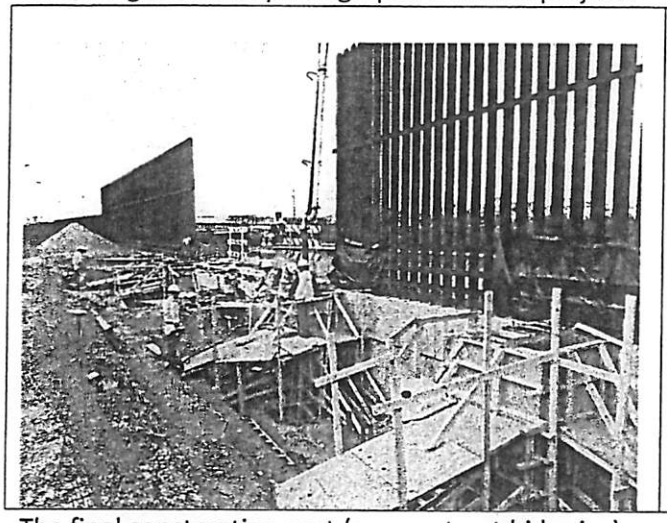
The project engineers contact information is:
TEDSI Infrastructure
Jose Sanchez, P.E.
956-424-7898

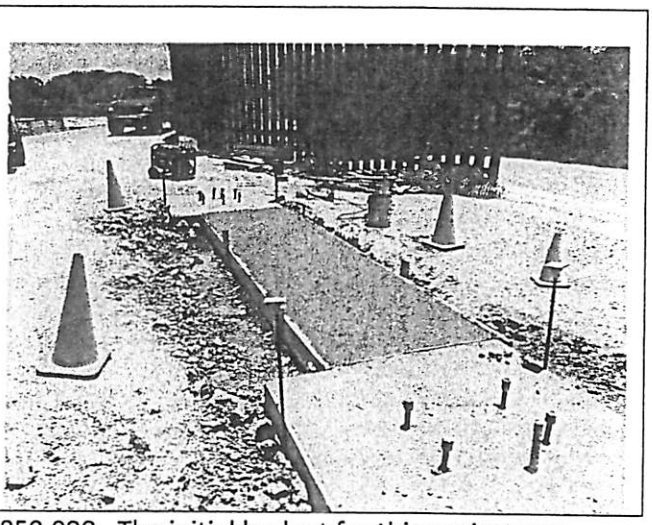
TEXAS CORDIA CONSTRUCTION

| | |
|---|---|
| **Project Name:** | **RGV Gates** |
| Project Location: | Cameron & Hidalgo County, Texas |
| Contract Delivery Method: | Subcontractor – low bid |
| Project Description: | Installation of Border Gates along Border Wall |
| Construction Type: | Construction Management |

This project called for the construction of gates along the border wall. All work was done in accordance with the US Army Corps of Engineers and IBWC, and under the inspection of USACE personnel.

Following are some photographs from the project:





The final construction cost (our contract bid price) was $850,000. The initial budget for this project was not broken down into individual items and therefore we are unable to provide a comparison. We did not provide services for this project during preconstruction. Texas Cordia has a 2 year working relationship with the owner .

Following is the project owner's contact information:
US Army Corps of Engineers

The project engineers contact information is:
Weston Solutions
Champak Sadhu, P.E.
70 NE Loop 410 Suite 600
San Antonio, TX 78216
210-896-8918

# INFORMATION FOR BIDDERS

## 1. Receipt and Opening of Bids

The Hidalgo County Pct # 3 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, June 26, 2013** at **9:30 a.m.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 3 Border Colonia Access Program.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

## 2. Preparation of Bid

Each bid must be submitted on the prescribed from and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

## 3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

**a** Must be acceptable to the Owner after verification of the current eligibility status, and,

**b** Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

**4. Telegraphic Modification**

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

**5. Method of Bidding**

The Owner invites the following bid(s): **Border Access Colonia Project Round III**
**Grant No. 3C1080606**
**Regal Estates Subdivision**

**6. Qualifications of Bidder**

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the 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.

**7. Bid Security**

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

**8. Liquidated Damages for Failure to enter into Contract**

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

**9. Time of Completion and Liquidated Damages**

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **90 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$250 for each consecutive calendar day** thereafter as hereinafter provided in the General Conditions.

**10. Condition of Work**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

**11. Addenda and Interpretations**

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **Javier Hinojosa Engineering Attn: Javier Hinojosa, P.E., 416 E. Dove Avenue, McAllen, Texas 78504** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

**12. Security for Faithful Performance**

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

**13. Power of Attorney**

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**14. Notice of Special Conditions**

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

**a** Inspection and testing of materials
**b** Insurance requirements
**c** Wage rates
**d** States allowances

**15. Laws and Regulations**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**16. Method of Award – Lowest Qualified Bidder**

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

**17. Obligation of Bidder**

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

**Supplement to Form HUD-4238-B®**
**INFORMATION FOR BIDDERS**

## 18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

# SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

11. Adjustment of Sanitary Sewer manholes to be incidental to price bid for Flex Base.

12. Relocation of all mailboxes to be considered incidental to price bid for Right of Way Preparation.

# BID FORM

| | |
|---|---|
| Company Name: | |
| Signature: | |
| Printed Name: | |

# BID FORM

## HIDALGO COUNTY PRECINCT NO. 3
## BORDER COLONIA ACCESS PROJECT
## CAP-13-192-06-26-YSI
## ROAD AND DRAINAGE CONSTRUCTION FOR REGAL ESTATES SUBDIVISION

BID ITEMS FOR ROAD CONSTRUCTION

| TXDOT Item No. | Est Quantity | Unit | Item Description | Unit Bid Price In Words | Unit Price In Figures | Total Extension In Figures |
|---|---|---|---|---|---|---|
| **PAVING** | | | | | | |
| 100 | 12.37 | STA | Preparing ROW | Seven thousand four hundred twenty two Dollars Cents | $ 600.00 | $ 7,422.00 |
| 247 | 4216 | SY | 8" Flex Base (Compl in place) (TY E GR 4) | twenty six thousand three hundred fifty Dollars Cents | $ 6.25 | $ 26,350.00 |
| 251 | 4216 | SY | Reworking BS Matl (DC) (TY D 6") | twelve thousand nine hundred eighty Dollars twenty eight Cents | $ 3.08 | $ 12,985.28 |
| 340 | 3645 | SY | ASPH Conc (TY D)(1 1/2") | forty two thousand nine hundred and Dollars sixty five Cents | $ 11.77 | $ 42,901.65 |
| 310 | 843 | GAL | ASPH Matrl (MC-30) | seven thousand four hundred ninety Dollars eighty Cents | $ 6.10 | $ ~~7,490.80~~ 5,142.30 |
| 502 | 2 | MO | Barricades, Sign and Traffic Handling | six thousand two hundred Dollars Cents | $ 3,100.00 | $ 6,200.00 |
| 530 | 30 | SY | Turnouts (ASPH-CONC-PAV)(PB-2) | one thousand five hundred sixty Dollars Cents | $ 52.00 | $ 1,560.00 |
| | | LUMP SUM | Relocate Mailboxes | seven thousand two hundred Dollars Cents | $ 7,200.00 | $ 7,200.00 |

| | |
|---|---|
| Roadway Subtotal | $ ~~112,109.73~~ 109,761.23 |

| | |
|---|---|
| Company Name: | Texas Cordia Construction, LLC |
| Signature: | |
| Printed Name: | Yara M. Corbitt |

**DRAINAGE**

| | | | | | | |
|---|---|---|---|---|---|---|
| 530 | 372 | SY | Driveway (ASPH-CON-PAV) (PB-1) | eight thousand eight hundred seventy two Dollars<br>twenty Cents | $ 23.85 | $ 8,872.20 |
| 530 | 1007 | SY | Driveway (Concrete 3000 PSI) | twenty two thousand one hundred fifty four Dollars<br>Cents | $ 22.00 | $ 22,154.00 |
| 473 | 1100 | LF | 15" ADS Culvert Pipe | nineteen thousand nine hundred sixty five Dollars<br>Cents | $ 18.15 | $ 19,965.00 |
| 464 | 70 | LF | 18" RCP Culvert | two thousand seven hundred ninety four Dollars<br>forty Cents | $ 39.92 | $ 2,794.40 |
| 467 | 2 | EA | Safety End Treatments | one thousand two hundred ninety five Dollars<br>thirty two Cents | $ 647.66 | $ 1,295.32 |
| 506 | 410 | LF | Temporary Sediment Control Fence | one thousand four hundred seventy six Dollars<br>Cents | $ 3.60 | $ 1,476.00 |
| 506 | 410 | LF | Temporary Sediment Control Fence | one thousand three hundred twelve Dollars<br>Cents | $ 3.20 | $ 1,312.00 |

| | |
|---|---|
| Drainage Subtotal | $ 57,868.92 |

| | |
|---|---|
| **Bid Total** | $ ~~169,978.65~~ 167,630.15 |

BIDDER/COMPANY NAME: Texas Cordia Construction, LLC

AUTHORIZED SIGNATURE:

PRINTED NAME: Yara M. Corbitt

TITLE: President

OPENED
6-26-13

Witnessed

| | |
|---|---|
| Company Name: | Texas Cordia Construction, LLC |
| Signature: | |
| Printed Name: | Yara M. Corbitt |

COPY

**CONTINUATION OF BID PACKAGE**

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid within **90 calendar days** as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ Dollars (_____) or a Bid Bond in the Sum of 5% _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the Conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

| | DATE | ACKNOWLEDGE | | DATE | ACKNOWLEDGE |
|---|---|---|---|---|---|
| #1 | | | #2 | | |
| #3 | | | #4 | | |

Respectfully submitted,

Texas Cordia Construction, LLC
Name of Firm

By: [signature] 6/25/13
Signature Date

President
Title

**THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OR REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER**

3149-A Center Pointe Dr.
Address

Edinburg, TX

956-627-6181
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

| | |
|---|---|
| Company Name: | Texas Cordia Construction, LLC |
| Signature: | |
| Printed Name: | Yara M. Corbitt |

Bond No. SU01469

# BID BOND

COPY

KNOW ALL BY THESE PRESENTS, That we, **Texas Cordia Construction, LLC** of **Edinburg, Texas** (hereinafter called the Principal), as Principal, and **SureTec Insurance Company** (hereinafter called the Surety), as Surety, are held and firmly bound unto **Hidalgo County Precinct #3 Border Colonia Access Program** (hereinafter called the Obligee) in the penal sum of **Five Percent of the Greatest Amount Bid** Dollars ($ **5% G.A.B.** ) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for **Hidalgo County Precinct #3 Border Colonia Access Program Round III Regal Estates Subdivision Bid No. CAP-13-192-06-26-YSI**

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this **26th** day of **June**, **2013**.

Witness

**Texas Cordia Construction, LLC**
Principal

By: _____
Title

**SureTec Insurance Company**

By _____
**Justin McQuain, Attorney-in-Fact**

POA #: 4221392

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

***Know All Men by These Presents,*** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maxine Elaine Lewis, Rosalyn D. Hassell, Scott D. Chapman,
Kevin McQuain, Justin McQuain, Jeanne M. Buchan, Keith M. Illa

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved,* that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved,* that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

***In Witness Whereof,*** SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

**SURETEC INSURANCE COMPANY**

**By:** _____
**John Knox Jr., President**

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
**Jacquelyn Maldonado, Notary Public**
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 26th day of June, 2013, A.D.

_____
**M. Brent Beaty, Assistant Secretary**

**Any instrument issued in excess of the penalty stated above is totally void and without any validity.**
**For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.**

# SureTec Insurance Company
## THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

**Statutory Complaint Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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**Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

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**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**CONSTRUCTION CONTRACT**
**C-CAP-13-192-07-30**

This Agreement, entered into this **30TH** day of **JULY**, 2013 by and between Hidalgo County (hereinafter called the "OWNER," and, **TEXAS CORDIA CONSTRUCTION, LLC** (A Texas Limited Liability Company), 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:

**REGAL ESTATES SUBDIVISION**

Hereinafter called the project, for the sum of **($167,630.15) One Hundred Sixty Seven Thousand Six Hundred Thirty and Fifteen Cents** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa Engineering**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $250.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, **JULY 30**, 2013.

CONTRACTOR: _____
Print Name & Title: Yara M. Corbitt, P.E., President
Name of Firm: Texas Cordia Construction, LLC
Address: 3149-A Center Pointe Drive
Edinburg, Texas 78539
Fed I.D. #/SS #: 45-2590990

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 5 day of August, 2013, by Yara M. Corbitt, President of and on behalf of Texas Cordia Construction, LLC.
(Name & Title) (A Texas Limited Liability Company)

ELIZABETH GOMEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-30-2016

_____
Notary Public-Signature

APPROVED AS TO FORM:

Hidalgo County Dept. of County Affairs
100 N. Closner Room 303
Edinburg, Texas 78539

BY: _____
Assistant District Attorney

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas )

County of Hidalgo )

Yara M. Corbittt, being first duly sworn, deposes and says that:

(1) He is Yara M. Corbitt, President, of Texas Cordia Construction, LLC, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Yara M. Corbitt, President

(Title)

Subscribed and sworn to before me on this June

Day of 25, 2013

_____

_____

Title

MARIA D. RIMAN
MY COMMISSION EXPIRES
April 17, 2017

INSURORS INDEMNITY Companies P.O. Box 2683 • 225 South Fifth Street • Waco, TX 76702-2683
www.insurorsindemnity.com • 254-759-3702 • Fax 254-755-6399

**TEXAS STATUTORY PERFORMANCE BOND**
**(PUBLIC WORKS)**

Bond Number: CNB-16134-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, Texas Cordia Construction, LLC, (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto the Hidalgo County (hereinafter called the Obligee), in the amount of One Hundred Sixty Seven Thousand Six Hundred Thirty Dollars and Fifteen Cents ($167,630.15) 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 30th day of July, 2013, for the construction of C-CAP-13-192-07-30 Bid No. C-CAP-13-192-07-30; Border Colonia Access Program Round III Regal Estates Subdivision.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the Contract and the Contract Documents, including the plans and specifications, 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 as amended 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.

PROVIDED FURTHER, that this bond is conditioned upon the Obligee having fully and completely discharged its obligations under the Contract, and the Contract Documents, including, but not limited, to having paid the Principal in strict accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that in order to invoke the Surety's obligations to the Obligee, the Obligee shall have defaulted and terminated the Principal in accordance with the Contract and the Contract Documents and shall have mailed notice to the Surety, within seven (7) days of the default and termination of the Principal, at:

| | | |
|---|---|---|
| Insurors Indemnity Company<br>P.O. Box 2683<br>Waco, TX 76702-2683 | Or | Insurors Indemnity Company<br>225 South Fifth Street<br>Waco, TX 76710 |

of said default and termination; and

PROVIDED FURTHER, that the Surety shall have Twenty (20) businesses days, not including the date of receipt, after the receipt of the notice of default and termination to review the default and termination of the Principal to decide whether it will:

1) Proceed to arrange for completion of the work by either:

A) Taking over the work; or
B) Financing the Principal; or
C) Tendering a replacement contractor to the Obligee and paying the difference between the replacement contractor's contract price and the remaining contract funds to the Obligee; or
D) Arranging for the completion of the work in some other manner; or

2) Deny liability and coverage under this bond; and

PROVIDED FURTHER, that the Obligee, in the event of a default and termination of the Principal, shall:

1) Fully cooperate in the Surety's review of the default and termination by providing a copy of all the Contract Documents and all other documents requested by the Surety;

2) Allow the Surety or the Surety's representatives full and complete access to the construction site; and

3) In the event the Surety takes over the work, finances the Principal, or arranges for the completion of the work by paying to the Surety, or as the Surety may designate, the unpaid Contract proceeds in accordance with the terms and conditions of the Contract; and

PROVIDED FURTHER, that any payments by the Surety shall reduce the penal sum of this bond to the extent that the Obligee does not reimburse the Surety by paying to the Surety the remaining Contract balances; and

PROVIDED FURTHER, that the Surety is NOT bound by any arbitration term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Surety is NOT bound by any indemnification term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that this bond is NOT a substitute for and is NOT meant to, or intended to, supplement the insurance required to be furnished by the Principal in accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that this bond does not provide coverage for and the Surety shall not be liable for molds, living or dead fungi, bacteria, allergins, histamines, spores, hyphae, mycrotoxins, toxins, viruses, or their related parts, nor the remediation thereof, nor the consequences or the results of their occurrence, existence, or appearance, whether or not they were caused by Principal's actions or inactions; and

PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

PROVIDED FURTHER, that in any lawsuit involving this bond the prevailing party shall be awarded its attorney fees.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 26th day of August, 2013.

APPROVED AS TO FORM:

By:_____ Obligee (Seal)

PRINCIPAL: Texas Cordia Construction, LLC
(Seal)

By: _____
(title) President

INSURORS INDEMNITY COMPANY
(Seal)

By: _____
Rosalyn D. Hassell, Attorney-in-Fact

INSURORS INDEMNITY Companies P.O. Box 2683 • 225 South Fifth Street • Waco, TX 76702-2683
www.insurorsindemnity.com • 254-759-3702 • Fax 254-755-6399

**TEXAS STATUTORY PAYMENT BOND**
**(PUBLIC WORKS)**

Bond Number CNB-16134-00

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Texas Cordia Construction, LLC (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto Hidalgo County (hereinafter called the Obligee), in the amount of One Hundred Sixty Seven Thousand Six Hundred Thirty Dollars and Fifteen Cent ($167,630.15) 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 30th day of July, 2013, for the construction of C-CAP-13-192-07-30 Bid No. C-CAP-13-192-07-30, Border Colonia Access Program Round III Regal Estates Subdivision.

NOW, THEREFORE, THE CONDITIONS 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 provide 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 as amended 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.

PROVIDED FURTHER, that the Surety's address for giving notice in compliance with section 2253.041 *et seq.* of the Texas Government Code is:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-6683;

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710.

SIGNED, SEALED AND DATED this 26th day of August, 2013.

PRINCIPAL: Texas Cordia Construction, LLC (Seal)
By: _____
(title) President

APPROVED AS TO FORM:

By: _____
Obligee

INSURORS INDEMNITY COMPANY (Seal)
By: _____
Rosalyn D. Hassell, Attorney-In-Fact

INSURORS INDEMNITY
Companies

## POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
## Waco, Texas

**KNOW ALL PERSONS BY THESE PRESENTS:** **Number:** CNB-16134-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint Rosalyn D. Hassell of the City of The Woodlands, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Thomas G. Chase
Thomas G. Chase, Jr, Chairman and CEO

State of Texas
County of McLennan

On the 8th day of July, 2009, before me a Notary Public in the State of Texas, personally appeared Thomas G. Chase, Jr. and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as Chairman and Chief Executive Officer, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

SHERRI WHITEHOUSE
Notary Public
STATE OF TEXAS
My Comm Exp 05/21/2013

Sherri Whitehouse
Notary Public, State of Texas

**Insurors Indemnity Company** certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on July 8, 2009:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on July 8, 2009, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 26th day of August, 2013.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.

INSURORS INDEMNITY Companies

P.O. Box 2683 • 225 South Fifth Street • Waco, Texas 76702-2683
www.insurorsindemnity.com • 254-759-3700 • Fax 254-755-6399

## IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

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

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

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 concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania 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 y esta dado para acatar con Section 2253.021 Government Code y Section 53.202, Property Code efectivo, Septiembre 1, 2001.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/12/2013

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 | SILVERHORN INS GROUP<br>200 N. 12TH STREET, STE 102<br>EDINBURG TX 78541 | CONTACT NAME: DAVID*SALAZAR<br>PHONE (A/C, No, Ext): (956) 383-3332 FAX (A/C, No): (956) 720-0257<br>E-MAIL ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED | TEXAS CORDIA CONSTRUCTION LLC<br>3149-A CENTERPOINTE DR<br>EDINBURG TX 78539 | INSURER A: CATLIN SPECIALTY INS CO | 15989 |
| | | INSURER B: GREAT AMERICAN INS CO | 16691 |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER: 00011450** **REVISION NUMBER: 00012888**

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 | | | 4202300236 | 12/12/2012 | 12/12/2013 | EACH OCCURRENCE | $ 1,000,000 |
| | [X] COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | [X] POLICY [ ] PRO-JECT [ ] LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS [ ] NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | | | | EACH OCCURRENCE | $ |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| B | X ANY ONE ITEM | | | IMP2013180-00 | 2/27/2013 | 2/27/2014 | $50,000 DED: $1,000 | |
| B | X ALL ITEMS | | | IMP2013180-00 | 2/27/2013 | 2/27/2014 | $300,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

REF JOB:
HIDALGO COUNTY PRECINT #3
BORDER COLONIA ACCESS PROGRAM ROUND III

**CERTIFICATE HOLDER**

HIDALGO COUNTY
2812 S HIGHWAY BUSINESS 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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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2013

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: Austin Naegele | |
|---|---|---|
| Texas Risk Solutions, LLC<br>11107 WURZBACH RD STE 202<br>SAN ANTONIO TX 78230-2553 | PHONE (A/C, No, Ext): (210) 426-3053 | FAX (A/C, No): (888) 794-0361 |
| | E-MAIL ADDRESS: austin@txrisksolutions.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Service Lloyds Insurance Company | |
| INSURED<br>CORTRAN ENGINEERING, PLLC<br>TEXAS CORDIA CONSTRUCTION, LLC<br>3149 CENTER POINT DR STE A<br>EDINBURG TX 78539-7102 | 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 | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | SRZE27852-13 | 05/09/2013 | 05/09/2014 | ☐ WC STATU-TORY LIMITS ☐ 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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is listed as Additional Insured per written contract

**CERTIFICATE HOLDER**

Hidalgo County
2812 S Hwy 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

Austin Naegele, CIC



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/24/2013

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 | STATE FARM INSURANCE<br>JUAN CAZARES<br>StateFarm 1408 S CLOSNER BLVD<br>EDINBURG, TX. 78539 | CONTACT NAME: ROSALINDA SANDOVAL<br>PHONE (A/C, No, Ext): 956-381-0928 FAX (A/C, No): 956-318-1761<br>E-MAIL ADDRESS: ROSALINDA.SANDOVAL.M1A2@STATEFARM.COM | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A : State Farm Fire and Casualty Company | 25143 |
| INSURED | TEXAS CORDIA CONSTRUCTION LLC<br>3149 A CENTER POINTER DR<br>EDINBURG TX 78539 | 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 | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | CLAIMS-MADE OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | Y | | 220 5818-C06-53 | 09/06/2013 | 03/06/2014 | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ 300,000 |
| | ALL OWNED AUTOS / SCHEDULED AUTOS (X) | | | | | | BODILY INJURY (Per accident) | $ 500,000 |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ 300,000 |
| | | | | | | | | $ |
| | (X) UMBRELLA LIAB ( ) OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB ( ) CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) 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)

CERTIFICATE HOLDER), the owner & all other parties as required by contract are named as additional insured on auto liability, general liability(incl complete operations) and excess liability on a primary and non-contributory basis. All policies include wavier of subrogation in favor of the additional insureds.

Project name Regal Estates Subdivision Project number C-CAP- 13-192-07-30

| | | | |
|---|---|---|---|
| 2004 CHEVROLET SILVERADO | 1GCHC24U14E326546 | 2007 CHEVROLET | 1GCEC19V57Z160737 |
| 2006 DODGE RAM PU | 1D7KS28C36J233909 | 2007 FORD F-250 | 1FTSX20PX7EB15912 |
| 2008 CHEVROLET PU | 3GCEK13C88G226595 | | |

**CERTIFICATE HOLDER**

**HIDALGO COUNTY**
**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 Alex Ruiz / Juan Cazares

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# 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, Yara M. Corbitt, authorized representative for Texas Cordia Construction, LLC, Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

☒ have already been met, see attached copy of insurance certificate.

Authorized Representative

6/25/13
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, Yara M. Corbitt, PE, possess all of the APPLICABLE:

1. Licenses: Texas Board of Prof. Eng #100129
2. Bonds: Bid Bonds
3. Certificates: Safety Reqs.
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

June 25, 2013
Date

Texas Cordia Construction, LLC
Company

3149-A Center Pointe Dr.
Address

Edinburg, TX 78539
City, State, Zip

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | DUCTS – COMP/OP GG | $ |
| | | | | | | |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS<br>☐ _____ | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CL[illegible]<br>☐ DEDUCTIBLE<br>☐ 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

**Hidalgo County**
**2812 S Highway Bus. 281**
**Edinburg, Texas 78539**

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

# GENERAL CONDITIONS OF THE AGREEMENT

## 1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

## 2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

## 3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm **Javier Hinojosa Engineering**.

## 4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

# Title 29 - LABOR

## Subtitle A - Office of the Secretary of Labor

### PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.


3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.


AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

**Section 3.1 Purpose and Scope.**

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

**Section 3.2 Definitions.**

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,



articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

**(29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973)**

**Section 3.3 Weekly statement with respect to payment of wages.**

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 19(A, as ═tied at 33 F.R. 10186, July 17,1968)

*Copeland Act Regulations*

**Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

**Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the 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

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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 meaning 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 entirety and insert the following in its place:<br><br>*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-12.01 B.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:<br><br>*There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:* |

**GENERAL PREVAILING WAGE LEGAL REQUIREMENTS**

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

# GENERAL NOTES AND STANDARD SPECIFICATIONS

ITEM 247. Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "E" materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

| Retained on Sq. Sieve | Percent Retained |
|---|---|
| 2" | 0 |
| ½" | 20-60 |
| No. 4 | 40-75 |
| No. 40 | 70-90 |
| Max. PI: | 15 |
| Max. Wet Ball PI: | 15 |
| Wet Ball Mill Max Amount: | 50 |
| Min. Comp. Strength PSI: | 150 at 15 PSI lateral pressure |
| Triaxial Test | Tex-117-E |

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

| | |
|---|---|
| Max PI | 12 |
| Min. Comp. Strength PSI: | 180 at 15 PSI Lateral Pressure |
| Triaxial Test (Lime Treated) | Tex-121-E |

# Technical Specifications

# TECHNICAL SPECIFICATIONS

| ITEM | DESCRIPTION |
|---|---|
| Item 247 | Flexible Base |
| Item 340 | Hot Mix Asphaltic Concrete Pavement |
| Item 400 | Excavation and Backfill for Structures |
| Item 402 | Trench Excavation Protection |
| Item 464 | Reinforced Concrete Pipe |
| Item 479 | Adjusting Manholes and Inlets |
| Item 502 | Barricades, Signs and Traffic Handling |
| Item 530 | Driveways and Turnouts |
| Item 5010 | Construction Exists |
| Item 5249 | Temporary Sediment Control Fence |

**Project Number:** BORDER COLONIA ACCESS PROGRAM

**County:** HIDALGO COUNTY PRECINCT #3

**Highway:** VARIOUS SUBDIVISIONS

# ITEM 247

# FLEXIBLE BASE

**247.1. Description.** This Item shall govern for the delivery, stockpiling and/or the construction of foundation or base courses as herein specified and in conformity with the typical sections and to the lines and grades shown on the plans or established by the Engineer.

**247.2. Materials.** The flexible base material shall be crushed or uncrushed as necessary to meet the requirements herein, and shall consist of durable coarse aggregate particles and binding materials.

**(1) General.** When off-right-of-way sources are involved, the Con- tractor's attention is directed to Item 7, "Legal Relations and Responsibilities to the Public".

**(2) Physical Requirements.**

**(a) General.** All types shall meet the physical requirements for the specified grade(s) as set forth in Table 1.

Additives, such as, but not limited to, lime, cement or fly ash, shall not be used to alter the soil constants or strengths shown in Table 1, unless otherwise shown on the plans.

Unless otherwise shown on the plans, the base material shall have a minimum Bar Linear Shrinkage of 2 percent as determined by Test Method Tex-107-E, Part II.

The flexible base shall be one of the following types, as follows:

**(b) Type A.** Type A material shall be crushed stone produced from oversize quarried aggregate, sized by crushing and produced from a naturally occurring single source. Crushed gravel or uncrushed gravel shall not be acceptable for Type A material. No blending of sources and/or additive materials will be allowed in Type A material.

**(c) Type B.** Type B material shall be crushed or uncrushed gravel.

**(d) Type C.** Type C material shall be crushed gravel. Unless otherwise shown on the plans, crushed gravel shall have a minimum of 60 percent of the particles retained on the No. 4 sieve with two (2) or more crushed faces as determined by Test Method Tex-460-A, Part I.

**(e) Type D.** As shown on the plans.

**Project Number:** BORDER COLONIA ACCESS PROGRAM

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**Highway:** VARIOUS SUBDIVISIONS

# TABLE 1
# PHYSICAL REQUIREMENTS

| GRADE 1 | GRADE 2 | GRADE 3 |
|---|---|---|
| Triaxial Class 1: Min. compressive strength, psi: 45 at 0 psi lateral pressure and 175 at 15 psi lateral pressure | Triaxial Class 1 to 2.3: Min. compressive strength, psi: 35 at 0 psi lateral pressure and 175 at 15 psi lateral pressure | Triaxial Class - Unspecified |
| Master Grading | Master Grading | Master Grading |
| 1-3/4" 0 | 2-1/2" 0 | 2-1/2" 0 |
| 7/8" 10-35 | 1-3/4" 0-10 | 1-3/4" 0-10 |
| 3/8" 30-50 | No. 4 45-75 | No. 4 30-75 |
| No. 4 45-65 | No. 40 60-85 | No. 40 50-85 |
| No. 40 70-85 | | |
| Max LL ..... 35 | Max LL ..... 40 | Max LL ..... 40 |
| Max PI ..... 10 | Max PI ..... 12 | Max PI ..... 12 |
| Wet Ball Mill Max ..... 40 | Wet Ball Mill Max ..... 45 | Wet Ball Mill Max ..... 50 |
| Max increase in passing No. 40 ..... 20 | Max increase in passing No. 40 ..... 20 | Max increase in Passing No. 40 ..... 20 |

**Project Number:** BORDER COLONIA ACCESS PROGRAM

**County:** HIDALGO COUNTY PRECINCT #3

**Highway:** VARIOUS SUBDIVISIONS

**247.2**

| GRADE 4 | GRADE 5 | GRADE 6 |
|---|---|---|
| Triaxial Class Unspecified<br><br>Master Grading<br><br>1-3/4" ..... 0<br>No. 4 ..... 45-75<br>No. 40 ..... 50-85<br><br>Max LL ..... 40<br>Max PI ..... 12 | Triaxial Class Unspecified<br><br>Master Grading<br><br>1-3/4" ..... 0<br>No. 40 ..... 50-85<br><br>Max LL ..... 40<br>Max PI ..... 12 | As Shown on the Plans |

Notes:
1. Gradation requirements are percent retained on square sieves.
2. When a magnesium soundness value is shown on the plans the material will be tested in accordance with Test Method Tex-411-A.
3. When lightweight aggregates are used, the wet ball mill requirements will not apply and the lightweight aggregate shall meet the Los Angeles Abrasion, Pressure Slaking and Freeze Thaw requirements of Item 303, "Aggregate for Surface Treatment (Lightweight)".

**(3) Pilot Grading.** When pilot grading is required on the plans, the flexible base shall not vary from the designated pilot grading of each sieve size by more than five (5) percentage points. However, the flexible base grading shall be within the master grading limits as shown in Table 1. The pilot grading may be varied by the Engineer as necessary to insure that the base material produced will meet the physical requirements shown in Table 1.

**(4) Testing.** Testing of flexible base materials shall be in accordance with the following Department standard laboratory test procedures:

| | |
|---|---|
| Moisture Content | Tex-103-E |
| Liquid Limit | Tex-104-E |
| Plasticity Index | Tex-106-E |
| Bar Linear Shrinkage | Tex-107-E, Part II |

| | |
|---|---|
| Sieve Analysis | Tex-110-E |
| Moisture-Density Determination | Tex-113-E |
| Roadway Density | Tex-115-E |
| Wet Ball Mill | Tex-116-E |
| Triaxial Tests (Part I or II as selected by the Engineer) | Tex-117-E |
| Particle Count | Tex-460-A, Part I |

Samples for testing the base material for triaxial class, soil constants, gradation and wet ball mill will be taken prior to the compaction operations.

**(5) Tolerances.** Unless otherwise shown on the plans, the limits establishing reasonably close conformity with the specified gradation and plasticity index are defined by the following:

**(a) Gradation.** The Engineer may accept the material, providing not more than one (1) out of the most recent five (5) consecutive gradation tests performed are outside the specified limits for master grading or pilot grading, as applicable, on any individual sieve by no more than five (5) percentage points.

**(b) Plasticity Index.** The Engineer may accept the material pro- viding not more than one (1) out of the most recent five (5) consecutive plasticity index samples tested are outside the specified limit by no more than two (2) percentage points.

**(6) Material Sources.** The flexible base material shall be furnished by the Contractor. When a non-commercial source is utilized, it shall be opened in such manner as to immediately expose the vertical faces of all the various strata of acceptable material. Unless otherwise approved by the Engineer, the material shall be secured and processed by successive vertical cuts extending through all of the exposed strata.

Unless otherwise shown on the plans, the flexible base material shall be temporarily stockpiled prior to delivery to the roadway. Unless other- wise shown on the plans, the stockpile shall not be less than 10 feet in height and shall be made up of layers not greater than two (2) feet in thickness. After a sufficient stockpile has been constructed the Contractor may proceed with loading from the stockpile for delivery. In loading from the stockpile for delivery, the material shall be loaded by making successive vertical cuts through the entire depth of the stockpile.

When temporary stockpiles are to be tested for acceptance prior to delivery to its intended use, any stockpile that has been sampled and accepted shall not have material

added or removed unless otherwise approved by the Engineer. The Contractor will be charged for additional sampling and testing required as a result of material being removed from a previously approved stockpile without the approval of the Engineer. Such charges will be deducted from the Contractor's estimates.

Blending of materials from more than one (1) source to produce Type B, C or D flexible base will be allowed when approved by the Engineer.

**247.3. Construction Methods.**

**(1) Complete In Place**

**(a) Preparation of Subgrade or Existing Roadbed.** Prior to de- livery of the base material, the subgrade or existing roadbed shall be shaped to conform to the typical sections, shown on the plans or established by the Engineer. This work shall be done in accordance with the provision of the applicable bid items.

When shown on the plans and directed by the Engineer, the Contractor shall proof roll the roadbed in accordance with Item 216, "Rolling (Proof)". Soft spots shall be corrected as directed by the Engineer.

**(b) First Course.** It shall be the responsibility of the Contractor to deliver the required amount of base material to each 100 foot station. Base material shall be spread uniformly and shaped the same day as delivered. In the event inclement weather or other unforeseen circumstances render this impractical, the material shall be shaped as soon as practical.

Prior to compacting the flexible base, the flexible base material shall be bladed and shaped to conform to the typical sections as shown on the plans. All areas of segregated coarse or fine material shall be corrected or removed and replaced with well graded material, as directed by the Engineer and at the Contractor's expense.

The Contractor shall sprinkle for dust control as directed by the Engineer.

**(c) Succeeding or Finish Courses.** Construction methods shall be the same as required for the first course. Throughout this entire operation, the shape of each course shall be maintained by blading. Upon completion, the surface shall be smooth and in conformity with the typical section as shown on the plans and the established lines and grades. Prior to placing the surfacing on the completed base, the base shall be cured to the extent directed by the Engineer.

**(d) Compaction Method.** The flexible base shall be compacted by "Density Control" as shown on the plans. Water used for compaction shall conform to the material requirements of Item 204, "Sprinkling".

The flexible base shall be sprinkled as required and compacted to the extent necessary to provide not less than 100 percent density as determined by Test Method Tex-113-E, unless otherwise shown on the plans. After each section of flexible base is completed, tests as necessary will be made by the Engineer in accordance with Test Method Tex-115-E. When the material fails to meet the density requirements, or it loses the required stability, density or finish before the next course is placed or the project is completed, it shall be reworked and retested in accordance with Section 247.3.(1)(e).

**(e) Reworking a Section.** 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 reworked, recompacted and refinished at the sole expense of the Contractor.

**(f) Tolerances.** Tolerances shall conform to the following:

**(i) Density Tolerances.** The Engineer may accept the work pro- viding not more than one (1) out of the most recent five (5) consecutive density tests performed is below the specified density, and providing that the failing test is no more than three (3.0) pounds per cubic foot below the specified density.

**(ii) Grade Tolerances.** In areas on which surfacing is to be placed, any deviation in excess of 1/4 inch in cross section or 1/4 inch in a length

of 16 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and recompacting by sprinkling and rolling.

**(g) Thickness Measurement.** When the measurement is by the square yard, the flexible base will be measured for depth in units of 4000 square yards, or fraction thereof. The measurements will be at location(s) determined by the Engineer and performed in accordance with Test Method Tex-140-E. In any 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, recompacting and refinishing at the Contractor's expense.

**(2) Roadway Delivery.** It shall be the responsibility of the Contractor to deliver the required amount of base material to each 100 foot station. All processing or manipulations will be in accordance with the applicable bid items.

**(3) Stockpile Delivery.** It shall be the responsibility of the Contractor to prepare the stockpile site, to provide and deliver the required amount of base material to the designated stockpile site and to construct the stockpile. Unless otherwise shown on the plans, the stockpile shall not be less than ten (10) feet in height and shall be made up of layers not to exceed two (2) feet in thickness.

**247.4. Measurement.** This Item will be measured by either Measurement Class 1, 2, 3, 4, or 5 as shown on the plans:

**(1) Measurement Class 1.** Measurement will be by the cubic yard in vehicles of uniform capacity.

**(2) Measurement Class 2.** Measurement will be by the ton of 2000 pounds dry weight in vehicles as delivered. A set of standard platform truck scales conforming to the requirements of Item 520, "Weighing and Measuring Equipment", shall be furnished by the Contractor and placed at a location approved by the Engineer. When the material is weighed during mixing or batching, reweighing will not be necessary. The dry weight will be determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The moisture in the material will be determined in accordance with Test Method Tex-103-E at least once each day and more often if conditions warrant.

**(3) Measurement Class 3.** Measurement will be by the cubic yard in the final stockpile position. The volume of flexible base will be computed in place between the natural ground and the top of the stockpile by the method of average end areas.

**(4) Measurement Class 4.** Measurement will be by the cubic yard in the completed and accepted final position. The volume of base course will be computed in place between the original subgrade or subbase surfaces, and the lines, grades and slopes of the accepted base course as shown on the plans by the method of average end areas.

Measurement Class 4 is plan 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 is required, additional measurements or calculations will not be required. No payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans.

**(5) Measurement Class 5.** Measurement will be by the square yard of surface area in the completed and accepted position. The surface area of the base course will be based on the width of flexible base as shown on the plans.

Measurement Class 5 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 is required, additional measurements or calculations will not be required. No payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans.

**247.5. 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 "Flexible Base (Complete in Place)" of the type, grade and measurement class specified; for "Flexible Base (Roadway Delivery)" of the type, grade and measurement class specified; and for "Flexible Base (Stockpile Delivery)" of the type, grade and measurement class specified. This price shall be full compensation for securing and furnishing all materials, including 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 and for all manipulations; sprinkling; for rolling, except for proof rolling; sprinkling for dust control, for labor, tools and incidentals necessary to complete the work except as follows:

**Project Number:** BORDER COLONIA ACCESS PROGRAM

**County:** HIDALGO COUNTY PRECINCT #3

**Highway:** VARIOUS SUBDIVISIONS

When the plans specify "Flexible Base (Complete in Place)", the unit price bid shall be full compensation for shaping and fine grading the roadbed; and for spreading, mixing, blading, compacting, shaping, finishing, and curing the base material.

When the plans specify "Flexible Base (Roadway Delivery)", the unit price bid will not include processing at the roadway. Measurement will be only by Measurement Class 1 or 2.

When the plans specify "Flexible Base (Stockpile Delivery)", the unit price bid also will be full compensation for preparing the stockpile area and for spreading and shaping the material in the stockpile. Measurement will be only by Measurement Class 1, 2, or 3.

When proof rolling is shown on the plans, and when directed by the Engineer, it will be paid for in accordance with Item 216, "Rolling (Proof)".

When subgrade is constructed under this project, correction of soft spots will be at the Contractor's expense. When subgrade is not constructed under this project, correction of soft spots in the subgrade or existing roadbed will be in accordance with Article 4.3.

# SPECIFICATION AS PER HIDALGO COUNTY For Colonia Program

## 340

## Hot Mix Asphaltic Concrete Pavement

### PART 1 - GENERAL

1.01 DESCRIPTION:

A. Hot mix asphalt concrete (HMAC) pavement shall consist of a binder course, a leveling up course, a surface course or a combination of the courses as shown on the plans, or as directed by the ENGINEER.

B. HMAC pavement shall be composed of a compacted mixture of mineral aggregate and asphaltic material, constructed on previously completed and approved subgrade, subbase course, base course, or existing pavement.

C. HMAC pavement shall be in accordance with the specifications herein and in conformity with the lines, grades, quantities and typical sections in the contract and/or as directed by the ENGINEER.

1.02 QUALITY CONTROL:

A. HMAC pavement and its constituent part shall conform to the ASTM, AASHTO and/or Texas SDHPT test methods noted below.

### PART 2 - PRODUCTS

2.01 ASPHALTIC MATERIALS:

A. Asphalt cement binders shall be uncracked petroleum asphalt and shall be carefully refined, by steam, vacuum, or solvent, from asphaltic or semi-asphaltic base crude petroleum at a temperature not to exceed 700 degrees F. Asphalt cements shall be free from thermal decomposition products and shall not be blended with any materials which have been subjected to cracking or produced from a crude petroleum source other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogeneous, free from water, and shall not foam when heated to 347 degrees F.

B. Paving asphalt shall be classified by penetration or viscosity and shall conform to the requirements set forth in one of the following tables as designated by the ENGINEER. The CONTRACTOR may supply asphalt meeting the requirements of one of the following tables provided that he obtains prior approval of the ENGINEER and with the provision that once approval has been obtained, that the CONTRACTOR will remain with that grade throughout the project.

TABLE 02612-1

| Specification Designation | AASHTO Test Method | ASTM Test Method | 40 to 50 | 60 to 70 | 85 to 100 | 120 to 150 | 150 to 200 | 200 to 250 |
|---|---|---|---|---|---|---|---|---|
| Flash Point (Open cup) Min. | T48 | D92 | 450 | 450 | 450 | 425 | 350 | |
| Penetration of Orig. Sample at 77 | T49 | D5 | 40 to 50 | 60 to 70 | 85 to 100 | 120 to 150 | 150 to 200 | 200 to 250 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Thin-Film Oven Loss, Hours at 325 F, % Max | T179 | | D1754 | 0.75 | 0.75 | 0.75 | 0.75 | 1.00 | 1.00 |
| Test of Residue from Thin-Film Oven Test: % of Orig. Pen., Min. | T49 | D5 | 52 | 50 | 50 | 50 | 50 | 50 | |
| Ductility at 77 F, cm. after Loss at 325 F, Min. | T51 | D113 | 50 | 50 | 100 | 100 | 100 | 100 | |
| Solubility in CC1 4 Min. | T44* | None | 99.5 | 99.5 | 99.5 | 99.5 | 99.5 | 99.5 | |
| Reaction to Spot Test | T102** | None | -0- | -0- | -0- | -0- | -0- | -0- | |

* Procedure No. 1 with CC1 4 substituted for CS2.

** Using 85% Standard Naphtha Solvent and 15% xylene.

TABLE 02612-2

| 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 50 g., 5hrs.,325 F, % Loss by wt | – | 0.4 | – | 1.4 | – | 2.0 |
| Penetration of Residue, at 77 F, 100g., 5 sec. % of Original Pen | – | – | 40 | – | – | – |
| Ductility of Residue at 77 F, 5 | | | | | | |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| cm/min., cms | – | – | – | 100 | – | – | | | | | | |
| Solubility in Trichloroethylene, % | 99.0 | – | 99.0 | – | 99.0 | – | | | | | | |
| Spot Test on Original OA | Neg. | | Neg. | | Neg. | | | | | | | |
| Float Test at 122 F, sec | – | – | – | – | 120 | 150 | | | | | | |
| Test on 85 to 115 Pen.Residue* | | | | | | | | | | | | |
| Residue by Wt., % | – | – | – | – | 75 | – | | | | | | |
| Ductility, 77 F, 5 cm/min: | | | | | | | | | | | | |
| Original Res., cms | – | – | – | – | 100 | – | | | | | | |
| Subjected to Thin Film Test, cms | – | – | – | – | 100 | – | | | | | | |

*Determined by Vacuum Distillation (by evaporation if unable to reduce by vacuum).

**For use with Latex Additive only.

TABLE 02612-3

| PROPERTIES | AC-1.5 | | AC-3 | | AC-5 | | AC-10 | | AC-20 | | AC-20 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | MIN | MAX | MIN | MAX | MIN | MAX | MIN | MAX | MIN | MAX | MIN | MAX |
| Viscosity, 140F Stokes | 150 | 50 | 300 | 100 | 500 | 100 | 1000 | 200 | 2000 | 400 | 4000 | 800 |
| Viscosity, 275 F stokes. . . . . | 0.7 | – | 1.1 | – | 1.4 | – | 1.9 | – | 2.5 | – | 3.5 | – |
| Penetration, 77 F 100 g, 5 sec. . | 250 | – | 210 | – | 135 | – | 85 | – | 55 | – | 35 | – |
| Flash Point, C.O.C.,F. . . . | 425 | – | 425 | – | 425 | – | 450 | – | 450 | – | 450 | – |
| Solubility in trichloroethylene, percent. . . | 99.0 | – | 99.0 | – | 99.0 | – | 99.0 | – | 99.0 | – | 99.0 | – |
| Test on residues from thin film oven test: Viscosity, 140F stokes. . . . . | – | 450 | – | 900 | 1500 | – | 3000 | – | 6000 | – | – | 12000 |
| Ductility, 77 F, 5 cms per min,cms | 100 | – | 100 | – | 100 | – | 70 | – | 50 | – | 30 | – |
| Spot test. . . . | Negative for all grades | | | | | | | | | | | |

C. A minimum of two percent, by weight, latex additive (solids basis) shall be added to the OA-175 Asphalt or to AC-5 Asphalt when specified in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

| | |
|---|---|
| Monomer ratio, B/S | 70/30 |
| Minimum solids content | 67% |
| Solids content per gal.@ 67% | 5.3 lbs. |
| Coagulum on 80-mesh screen | 0.01% max. |
| Type Anti-oxidant | staining |
| Mooney viscosity of Polymer(M/L 4@212F) | 100 min. |
| pH of Latex | 9.4 - 10.5 |
| Surface tension | 28-42 dynes/cm2 |

The finished latex-asphalt blend shall met the following requirements:

| | |
|---|---|
| Viscosity at 140 F, stokes | 1500 max. |
| Ductility at 39.2 F. 1 cm. per., cm | 100 min. |

D. Asphalt content shall be within the limits noted below:

| HMAC Type | Percent of Mixture by Weight | Percent of Mixture by Volume |
|---|---|---|
| "D" | 4.0 - 8.0 | 9.0 - 19.0 |

E. At the time of delivery of each shipment of asphalt, the vendor supplying the material shall deliver to the purchaser certified copies of the test report which shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, and results of the above-specified tests. The test report shall be certified and signed by an authorized representative of the vendor that the product delivered conforms to the specifications for the type and grade indicated.

F. Until the certified test reports and samples of the material have been checked by the ENGINEER to determine their conformity with the prescribed requirements, the material to which such report relates an any work in which it may have been incorporated as an integral component will be only tentatively accepted by the County and/or City. Final acceptance will be dependent upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefor. The certified test reports and the testing required in connection with the reports will be at the expense to the County and/or City.

G. Unless otherwise specified in these specifications or in the Supplementary Specifications, the various grades of paving asphalt shall be applied at a temperature range of from 210 F, the exact temperature to be determined by the ENGINEER.

H. Paving asphalt shall be heated in such a manner that steam or hot oils will not be introduced directly into the paving asphalt during heating. The CONTRACTOR shall furnish and keep on the site, at all times, an accurate thermometer suitable for determining the temperature of the paving asphalt.

I. HMAC asphalt shall be the grade having the highest penetration, within specified limits, to produce a mix having a maximum stability of the compacted mixtures.

J. Only one (1) grade of asphalt 64-22 (AC-20) shall be required unless otherwise shown on the plans or as required by the ENGINEER.

2.02 AGGREGATES:

A. HMAC aggregate will be tested in accordance with the following test:

AASHTO T-30 Mechanic Testing
AASHTO T-27 Passing No. 200 Sieve
AASHTO T-89 Liquid Limit
AASHTO T-96 Los Angeles Abrasion
AASHTO T-104 Soundness (Magnesium Sulfate)
ASTM C – 131 Resistance to Degradation
ASTM C – 136 Sieve Analysis
ASTM C – 2419 Sand Equivalence Value
SDHPT Tex - 106-EMethod of Calculating Plasticity Index of Solids
SDHPT Tex-217 – F(I & II) Determination of Deleterious Materials and Decantation Test
SDHPT Tex-203 – FQuality Tests for Mineral Aggregates

B. Aggregates shall have an abrasion of not more than 40 for all course except the non-skid surface course, which shall have an abrasion of not more than 35.

C. When property proportioned, HMAC aggregate shall produce a gradation which will conform to the limitations for classification for HMAC type shown below, or as directed by the ENGINEER.

**D. Course aggregate to be crushed limestone rock or crushed gravel with hydrated lime or limestone filler. (Crushed gravel shall be per Highway Department Specifications.)**

E. Binder aggregate to be composed of not less then 15% field sand or as directed by the engineer.

4. Type "D" - Fine Graded Surface Course

| | Percent Aggregate by Weight or Volume |
|---|---|
| Passing 1/2" sieve | to 100 |
| Passing 3/8" sieve | 85 to 100 |
| Passing 3/8" sieve, retained on No.4 sieve | 21 to 53 |
| Passing No.4 sieve, retained on No.10 sieve | 11 to 32 |
| Total retained on No.10 sieve | 54 to 74 |
| Passing No.10 sieve, retained on No.40sieve | 6 to 32 |
| Passing No.40 sieve, retained on No.80sieve | 4 to 27 |
| Passing No.80 sieve,retained on No.200sieve | 3 to 27 |
| Passing No.200 sieve | 1 to 8 |

2.03 PRIME COAT:

A. Prime coat, when specified on the plans, or as directed by the ENGINEER, shall be in accordance with Section 02610 - Prime Coat, and as specified herein.

B. Prime coat shall be applied to surfaces of bases at least 12 hours prior to placing the HMAC unless otherwise directed by the ENGINEER.

C. Asphalt prime shall be applied uniformly at the rate of 0.20 to 0.30 gallon per square yard or as directed by the ENGINEER. It shall be applied only when permitted by the ENGINEER and when the air temperature is 40 F and rising.

D. In order to prevent lapping at the junction of two applications, the distributor shall be promptly shut off. A hand spray shall be used to touch up all spots unavoidably missed by the distributor.

E. Immediately prior to application of the asphalt prime, an inspection will be made by the ENGINEER to verify that the base course has been constructed as specified. Also, all loose and foreign material shall be removed by light sweeping. Material so removed shall not be mixed with cover aggregate.

F. The surface to be primed shall be in a smooth an well-compacted condition, true to grade and cross section, and free from ruts and inequalities.

G. The pressure distributor used for applying prime coat material shall be equipped with pneumatic tires and shall be so designed and operated as to distribute the prime material in a uniform spray without atomization, in the amount an between the limits of temperature specified. It shall be equipped with a speed tachometer registering feet per minute and so located as to be visible to the truck driver to enable him to maintain the constant speed required for application at the specified rate.

H. The pressure distributor shall be equipped with a tachometer registering the pump speed, pressure gauge, and a volume gauge. The rates of application shall not vary from the rates specified by the ENGINEER by more than 10%. Suitable means for accuracy indicating at all times the temperature of the prime material shall be provided. The thermometer well shall be so placed as not to be in contact with a heating tube.

I. The distributor shall be so designed that the normal width of application shall be not less than 6 feet, with provisions for the application of lesser width when necessary. If provided with heating attachments, the distributor shall be so equipped and operated that the prime material shall be circulated or agitated through the entire heating process.

J. The asphalt prime coat should preferably be entirely absorbed by the base course and, therefore, require no sand cover. If, however, it has not been completely absorbed prior to the start of placing the asphalt concrete mixture and in the meantime it is necessary to permit traffic thereon, just sufficient sand shall be spread over the surface to blot up the excess liquid asphalt and prevent picking it up under traffic. Also, sand shall be used in areas where traffic may pass over the prime coat. Prior to placing the asphalt concrete, loose or excess sand shall be swept from the base. If a sand cover is specified in the Supplementary Specifications or noted on the plans to cover asphalt prime, it shall be applied within 4 hours after the application of said prime coat, unless otherwise ordered by the ENGINEER.

K. Liquid asphalt shall be prevented from spraying upon adjacent pavements, structures, guard rails, guide posts, culvert markers, trees, and shrubbery that are not to be removed; adjacent property and improvements; and other facilities or that portion of the traveled way being used by traffic.

L. The CONTRACTOR shall protect the prime coat against all damage and markings, both from and other traffic. Barricades shall be placed where necessary to protect the prime coat. If, after prime coat has been applied satisfaction of the ENGINEER and has bee accepted by him, it is distributed by negligence on the part of the CONTRACTOR, it shall be restored at his expense to its condition at the time of acceptance. No material shall be placed until the prime coat is in a condition satisfactory to the ENGINEER.

2.04 TACK COAT:

A. If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat shall be evenly and uniformly applied to such existing pavement proceeding the placing of the asphalt concrete. The surface shall be free of water, all-foreign material, or dust when the tack coat is applied. No

greater area shall be treated in any one day than will be covered by the asphalt concrete during the same day. Traffic will not be permitted over tack coating.

B. Tack coat for HMAC shall consist of either rapid curing cut-back asphalt RC-2 diluted by addition of (not to exceed 15 percent by volume) an approved grade of gasoline and/or kerosene; emulsified asphalt, EA-11M diluted with 50 percent water, or a cut-back asphalt made by combining 50 to 70 percent of the asphaltic materials specified for the paving mixture with 30 to 50 percent gasoline and/or kerosene by volume.

C. Tack coat shall conform to the requirements of Section 02620 - Tack Coat, or as specified herein.

D. Application rate shall be 0.10 to 0.15 gallons per square yard as directed by the ENGINEER.

E. A similar tack coat shall be applied to the surface of any course if, in the opinion of the ENGINEER, the surface is such that a satisfactory bond cannot be obtained between it and the succeeding course.

F. When required, the contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with a tack coat immediately before the adjoining asphalt concrete is placed. Asphalt tack coat shall be applied in controlled amounts as shown on the plans or determined by the ENGINEER. Surfaces where a tack coat is required shall be cleaned to the satisfaction of the ENGINEER before the tack coat is applied.

2.05 MINERAL FILLER:

A. Mineral filler, other than hydrated lime, shall consist of a thoroughly dry stone dust, portland cement or other mineral dust approved by the ENGINEER.

B. The mineral filler shall be free from foreign or other deleterious matter.

C. When tested by the method outlined in SDHPT Test Method Tex-200-F (Part 1 or 3), mineral filler shall meet the following gradations by weight:

| | |
|---|---|
| Passing No. 30 Sieve | 95-100% |
| Passing No. 80 Sieve | 75% |
| Passing No. 200 Sieve | 55% |

2.06 Anti-Stripping compound, as required in the job mix formula, shall be furnished in the amounts calculated therein. Lime 1% by wt. of aggregate.

2.07 JOB MIX FORMULA:

A. A job mix formula based on representative samples, including filler if required, shall be determined by the ENGINEER, or submitted by the CONTRACTOR for approval of the ENGINEER.

B. The resultant job mix formula shall be within the master range for the specified type of HMAC.

C. The job mix formula for each mixture shall established a single percentage of aggregate passing each required sieve size, and a single percentage of bituminous material to be added to the aggregate and shall provide for 3 to 5% air voids in the resultant design mix.

During the mix design process the ENGINEER will consider other factors, in addition to air voids and Marshall stability, such as durability, water resistance and asphalt film thickness when developing the mix design.

D. After the job mix formula is established, mixtures for the project shall conform thereto within the following tolerances which may fall outside of the specified master range:

.....Percent by Weight or
.....Volume as Applicable

| | |
|---|---|
| Passing 1-3/4" sieve, retained on 7/8" sieve | Plus or minus 5 |
| Passing 7/8" sieve, retained on 3/8" sieve | Plus or minus 5 |
| Passing 5/8" sieve, retained on 3/8" sieve | Plus or minus 5 |
| Passing 3/8" sieve, retained on No.4 sieve | Plus or minus 5 |
| Passing No.4 sieve, retained on No.10 sieve | Plus or minus 5 |
| Total retained on No.10 sieve | Plus or minus 5 |
| Passing No.10 sieve, retained on No.40 sieve | Plus or minus 3 |
| Passing No.40 sieve, retained on No.80 sieve | Plus or minus 3 |
| Passing No.80 sieve, retained on No.200 sieve | Plus or minus 3 |
| Passing No.200 sieve | Plus or minus 3 |
| Asphaltic Material wt or 1.2 by vol. | Plus or minus 0.05 by |
| Mixing Temperature | Plus or minus 20 F |

E. Asphaltic mixture shall be tested in accordance with SDHPT Test Method Tex-200-4 (Part I or Part III) and shall have the following laboratory values:

| | Surface Course | Base Course |
|---|---|---|
| Density– Minimum | 95% | 95% |
| Maximum | 99% | 99% |
| Optimum | 97% | 97% |
| Voids | 3 - 7% | 4 - 7% |
| Voids Filled With Asphalt | 75 - 85% | 65 - 80% |
| Sand Equivalent | 45 | 45 |

Combined mineral aggregate prior to additional of asphalt and mineral.

2.08 EQUIPMENT:

A. All equipment for the handling of all material, mixing, and placing of HMAC shall be in accordance with the provisions of Texas SDHPT Item 340.

2.09 STOCKPILING, STORAGE, PROPORTIONING AND MIXING:

A. Stockpiling, storage proportioning and mixing operations shall be in accordance with the Provisions of Texas SDHPT Item 340.

**PART 3 - EXECUTION**

3.01 WEATHER AND TEMPERATURE LIMITATIONS:

A. Asphaltic mixture, when placed with a spreading and finishing machine, or the tack coat shall not be placed when the air temperature is 50 F and falling, but may be placed when the air temperature is 40 F and rising.

B. Asphaltic mixture, when placed with a motor grader, shall not be placed when the air temperature is 60 F and falling, but may be placed when the air temperature is 50 F and rising.

C. Mat thicknesses of 1½ inches and less shall not be placed when the temperature on which the mat is to be laid is below 50 F.

D. No tack coat or asphaltic mixture shall be placed when the humidity, general weather conditions and temperature and moisture condition of the base, in the opinion of the ENGINEER, are unsuitable.

D. If, after being discharged from the mixer and prior to placing, the temperature of the asphaltic mixture is 50 F or more below the temperature established by the ENGINEER, all or any part of the load may be rejected and payment will not be made for the rejected material.

3.02 EQUIPMENT:

A. Hauling Equipment:

1. Trucks used for hauling asphaltic mixtures shall have tight, clean, smooth metal beds which have been thinly coated with a minimal amount of paraffin oil, lime slurry, tine solution or other approved material to prevent mixture adhesion to the bed.
2. The dispatching of hauling equipment shall be arranged so that all material delivered may be placed and all rolling completed during daylight hours, unless otherwise directed by the ENGINEER.

3. All trucks shall be equipped with a cover of canvas, or other suitable material to protect the mixture from weather or on hauls where the temperature of the mixture will fall below specified level. Use of covers will be as directed by the ENGINEER.

B. Rollers:

1. Pneumatic Tile Roller. This roller shall consist of not less than seven pneumatic tire wheels, running on axles in such manner that the rear group of tires shall cover the entire gap between adjacent tires of the forward group; mounted in a rigid frame; and provided with a loading platform or body suitable for ballast loading. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle. The tire shall afford surface contact pressures up to 90 pounds per square inch or more. The roller shall be so constructed as to operate in both a forward and a reverse direction with suitable provisions for moistening the surface of the tires while suitable provisions for moistening the surface of the tires while operating; and shall be approved by the ENGINEER.

2. Two Axle Tandem Roller. This roller shall be acceptable power-driver, steel-wheel, tandem roller weighing not less than eight tons. It must operate in forward and reverse directions; contain provision for moistening the surface of the wheels while in motion; and shall be approved by the ENGINEER.

3. Three Wheel Roller. This roller shall be an acceptable power- driven, all steel three wheel roller weighing not less than 10 tons. It must operate in forward and reverse directions; contain provisions for moistening the surface of the wheel while in motion; and shall be approved by the ENGINEER.

4. Vibratory Steel Wheel Roller. If approved for use by the OWNER, this roller shall have a minimum weight of six tons. The compactor shall be equipped with amplitude and frequency controls and shall be specifically designed to compact the material on which it is used. It shall be operated in accordance with the manufacturer's recommendations.

C. Straight Edges:

1. The CONTRACTOR shall provide an acceptable 16-foot straight- edges for surface testing. Satisfactory templates shall be provided as required by the ENGINEER.

D. Spreading and Finishing Machine:

1. Bituminous pavers shall be self-contained, power-propelled units, provided with an activated screed or a strike-off assembly, heated if necessary, and capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the specified typical section and thickness shown on the plans.

2. The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed. Design will be such that no part of the truck weight will be supported by the paver.

3. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. When laying mixtures, the paver shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. The screed shall be adjustable for both height and crown and shall be equipped with a controlled heating device.

4. The bituminous paver shall be equipped with an automatic leveling device controlled from an external guide. The initial pass for each course shall be made using a paver equipped with a 40-foot minimum external reference, except that this requirements will not apply when asphalt concrete is placed adjacent to portland cement concrete pavement. Subsequent passes may utilize the matching device of one foot minimum length riding on the adjacent lay.

3.03 CONSTRUCTION METHODS:

A. Spreading and Finishing:

1. The asphalt concrete mixture shall be laid on the approved surface, spread and struck off to the grade and elevation established. It shall be spread and compacted in layers as shown on the plans or as directed by the ENGINEER. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.

2. The ENGINEER will determine a minimum placement temperature within a range from 220 F to 300 F which will produce the required density. The established placement temperature, which is measured immediately behind the laydown machine, shall not vary more than 20 F. If. after being discharged from the mixer and prior to placing, the temperature of asphaltic mixture is 50 F or more below the temperature established by the Engineer, all or any part of the load may be rejected and payment will not be made for rejected material.

3. A conventional paver or suitable equipment approved by the ENGINEER may be used t place asphalt concrete material on shoulders depressed from the traveled lanes in order to established a uniform typical section. Approval of the equipment used will be based upon the results obtained.

4. The asphalt concrete may be dumped from the hauling vehicles directly into the paving machine or it may be dumped upon the surface being paved and subsequently loaded into the paving surface being paved and subsequently loaded into the paving machine; however, no asphaltic concrete shall be dumped from the hauling vehicles at a distance greater than 250 feet in front of the paving machine. When asphaltic concrete is dumped first upon the surface being paved, the loading equipment shall be self-supporting and shall not exert any vertical load on the paving machine. Substantially all of the asphaltic concrete dumped shall be picked up and loaded into the paving machine.

5. To achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant. Sufficient hauling equipment shall be available to insure continuous operation.

6. The control system shall control the elevation of the screed at each end by controlling the elevation of one end directly and the other indirectly either through controlling the transverse slope or alternately when directed, by controlling the elevation of each end independently, including any screed attachment used for widening, etc. Failure of the control system to function properly shall be cause for the suspension of the asphaltic concrete operations.

7. When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment.

8. All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the ENGINEER deems the use of self-propelled paving machines impracticable.

9. Self-propelled paving machines shall spread the asphaltic concrete without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans. Pavers shall be equipped with hoppers and augers which will place the asphaltic concrete evenly in front of adjustable screeds without segregation. Screeds shall include any strike-off device operated by tamping or vibrating action which is effective without tearing, shoving or gouging the asphaltic concrete and which produces a finished surface of an even and uniform texture for the full width being paved. Screeds shall be adjustable as to height and crown and shall be equipped with a controlled heating device for use when required.

10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, fluted and compacted with hand tools. For such areas the mixture shall be dumped, spread and screed to give the required compacted thickness.

B. Compaction:

1. Rolling with the 3-wheel and tandem roller shall start longitudually at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels.

2. Alternate trips of the roller shall be slightly different in length.

3. Rolling with a pneumatic tired roller shall be as directed by the ENGINEER.

4. Rolling shall continue with no further compression can be obtained and all roller marks are eliminated.

5. The motion of the roller shall be slow enough at all times to avoid displacement of asphaltic materials. If displacement occurs, it shall be corrected immediately by use of rakes and fresh asphaltic mixtures, where required.

6. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool.

7. To prevent adhesion of the surface course to the roller, the wheels shall be kept thoroughly moistened with water; however, excess water shall not be allowed.

8. All precautions shall be taken to prevent dripping of gasoline, oil, grease, or other foreign substances on the surface or base courses during rolling operations or while rollers are standing.

9. With the approval of the ENGINEER, a vibratory steel wheeled roller may be substituted for the 3-wheel roller and tandem roller.

10. Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or with mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.

11. Any mixture that becomes loose, broken, mixed with dirt, segregated, or is in any way defective shall be removed and replaced with fresh hot bituminous mixture, which shall be compacted to conform with the surrounding area. Any area showing excess or deficiency of bituminous material shall be corrected immediately as directed by the ENGINEER.

C. In-Place Density:

1. In-place density shall be required for all mixtures except thin irregular depth leveling courses.

2. Each course, after final compaction, shall have a density of not less than 96 percent of the density developed in the laboratory test method outlined in Texas SDHPT Bulletin C-14.

3. Density shall be determined with a portable nuclear test device in conformity with ASTM D-2950.76.

4. Calibration of the portable nuclear device will be established by the ENGINEER from cut pavement samples tested in accordance with AASHTO T-166 (weight, volume method). The density readings of the cut pavement samples determined in accordance with AASHTO T-166 (weight, volume method), and the density readings of the pavement samples determined by the portable nuclear test device in conformity with ASTM D 2950 will be correlated by the ENGINEER.

5. Other methods of determining in-place density may be used as deemed necessary by the ENGINEER.

2. 6. It is intended that acceptance density testing will be done while the bituminous mixture is hot enough to permit further compaction if necessary. If the density of an acceptance section does not meet the specified requirements, the CONTRACTOR shall continue the compaction effort until the optimum density is obtained, but rolling for any compactive effort will not be allowed when the temperature of the mix is below 175 F unless authorized in writing by the ENGINEER. Rerolling the paved surface after it has initially cooled will not be allowed. Regardless of the method of compaction control followed, all rolling shall be completed before the mixture temperature drops below 175 F.

7. If in-place density tests of the mixture produce a value lower than specified and in the opinion of the ENGINEER is not due to a change in the quality of the material, production may proceed with subsequent changes in the mix and/or construction procedures until in-place density equals or exceeds the specified density.

8. In-place density tests will be provided by the ENGINEER unless otherwise specified.

D. Joints:

1. Placing of the asphalt concrete shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the ENGINEER.

2. When plant mix bituminous pavement is placed over plant mix bituminous treated base or when plant mixed seal coat is placed over plant mix bituminous pavement, longitudinal joints shall be staggered at least 6 inches with relation to the longitudinal joints of the underlying course.

3. Transverse joints shall have a two foot or 12:1 minimum taper. Longitudinal joints shall have a one foot or 6:1 minimum taper. All transverse tapers shall be cut and squared off prior to commencing new work. Tapered longitudinal joints from previous operations shall be cleaned and tack coated if directed by the ENGINEER. All joints shall be completely bonded. The surface of each course at all joints shall be smooth and shall not show any deviations in excess of 3/16 of an inch when tested with a 10-foot straightedge in any direction.

4. When paving under traffic the CONTRACTOR shall plan his daily surfacing operations on a schedule which will result in not more than one (1) day's operation of exposed longitudinal joints.

5. The longitudinal joints shall not have a height greater than two (2) inches and shall not be left exposed longer than 24 hours.

E. Surface Tolerance:

1. Upon completion, the pavement shall be true to grade and cross section. Except at intersections or any changes of grade, when a 16 foot straight edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight edge more than 1/16-inch per foot. Areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. After the completion of final rolling, the smoothness of the course shall be checked, and the irregularities that exceed the specified tolerances or that retain water on the surface shall be corrected by removing the defective work and replacing with new material as directed by the ENGINEER at the expense of the CONTRACTOR.

F. Manholes and Valve Covers:

1. Manhole frames and valve covers shall be adjusted prior to placing the surface course.

G. Compacted Thickness of HMAC Surface and Base Courses:

1. Surface Courses. The compacted thickness or depth of the asphaltic concrete surface course shall be as shown on the plans. Where the plans require a depth or thickness of the surface course greater than two inches compacted depth, same shall be placed in multiple courses of equal depth, each of which shall not exceed two inches compacted depth. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple courses, it shall be applied at the rate as directed.

2. Base Courses. The compacted thickness or depth of each base course shall be as shown on the plans. Where the plans require a depth or thickness of the course greater than 4 inches, same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple lifts, it shall be applied as hereinbefore specified and at the rate as directed.

H. Pavement Thickness Tests:

1. Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the ENGINEER or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the ENGINEER. The cost for the initial pavement thickness test shall be at the expense of the ENGINEER. In the event a deficiency in the thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the CONTRACTOR's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

I. Roadway Density

1. Roadway density shall meet requirements as outlined in the follows. One density test will be taken every 1000' which ever is less or as directed by the Engineer. The density shall be with in the limits of max 98% and min 91%. The QC/QA target density will be 96%. If, the first density test fails and additional four will be taken as director by the Engineer. When the average of five densities tests results fail to meet the specification the asphalt shall be removed and replaced to meet specification requirements as ordered by the ENGINEER.

## PART 4 - MEASUREMENT AND PAYMENT

4.01 INCIDENTAL WORK:

A. Prime coat, anti-stripping compound, where used and tack coat shall not be measured for direct payment, but shall be considered as subsidiary work pertaining to the placing of asphaltic mixtures of the contract price.

4.02 MEASUREMENT:

A. Hot-mix asphalt concrete material shall be measured by the ton of 2,000 pounds or by the square yard of the type or types used in the completed and accepted work or as shown on the bid proposal form. Should no item be provided in bid proposal form, all work shall be subsidiary to all the items of the bid.

B. Weight shall be determined by a certified scale approved by the OWNER and recorded serially numbered weight tickets, identifying the vehicle and presented to the ENGINEER's representative on the job.

4.03 PAYMENT:

A. Work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid at the unit bid price per ton or square yard for the type or types of hot mix asphalt concrete pavement shown on the proposal.

B. Unit bid price shall be payment in full for quarrying; furnishing all materials; for all heating; mixing; hauling; cleaning existing base course or pavement; placing asphaltic mixtures; rolling and finishing; and for all labor, tools, equipment and incidentals necessary to complete the work, including the work and materials involved in the application of prime coat and tack coat.

END OF SECTION

**Project Number:** BORDER COLONIA ACCESS PROGRAM

**County:** HIDALGO COUNTY PRECINCT #3

**Highway:** VARIOUS SUBDIVISIONS

# ITEM 400

# EXCAVATION AND BACKFILL FOR STRUCTURES

**400.1. Description.** This Item shall govern for the excavation, bedding, backfill and/or portland cement stabilized backfill required for the construction of all structures, except drilled shafts. This Item shall also govern for any necessary sloping, pumping or bailing, for drainage, and for all sheeting and bracing of excavation walls up to five (5) feet in depth. Excavation greater than five (5) feet in depth shall be protected as specified in Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring." Unless otherwise provided, the work included herein shall provide for the removal of old structures or portions thereof (abutments, wingwalls, piers, house foundations, old sewers, sewer appurtenances, etc.), trees and all other obstructions to the proposed construction, the blocking of the ends of abandoned sewers cut and left in place, and the protection of existing utilities. Also governed by this Item are the cutting and restoration of pavement and base courses, the construction and removal of any required cofferdams, the hauling and disposition of surplus materials and the bridging of trenches and other provisions for maintenance of traffic or access.

**400.2. Excavation.**

**(1) General.** Excavation shall conform to the lines and grades shown on the plans or as directed by the Engineer.

When trench and/or negative projecting conditions for concrete pipe culverts are required by design, an excavation diagram will be shown on the plans. These limits of excavation shall not be exceeded.

**(a) Disposal of Excavation.** All materials from excavation operations not required for backfilling and that are considered satisfactory, may be placed in embankment in accordance with Item 132, "Embankment." All excess material or material not satisfactory for use in embankment will become the property of the Contractor. All surplus material shall be removed from the work site promptly following the completion of the portion of the structure involved and disposed of in a manner satisfactory to the Engineer.

Whenever excavation is made for installing structures across private property or beyond the limits of the embankment, the top soil removed in the excavation shall be kept separate and replaced, as nearly as feasible, in its original position, and the entire area involved in the construction operations shall be restored to a condition acceptable to the Engineer.

**(b) Excavation in Streets.** Where structures are installed in streets, highways or other paved areas, the work shall include the cutting of pavement and base to neat lines and the restoration of pavement structure after structural excavation and backfill are completed. The type and thickness of replacement materials shall be as shown on the plans. Any work done or any damage to base and/or pavement incurred outside the limits shown on the plans or authorized by the Engineer, will not be measured for payment, but shall be restored at the Contractor's expense.

Maintenance and control of traffic shall be in accordance with the approved traffic control plan and Manual on Uniform Traffic Control Devices.

**(c) Protection of Utilities.** The Contractor shall conduct his work with a minimum disturbance of existing utilities and it shall be his responsibility to coordinate all work in or near the utilities with the utility owners. The Contractor shall inform utility owners sufficiently in advance of his operations to enable them to identify and locate, reroute, provide temporary detours, or to make other adjustments to utility lines in order that work may proceed with a minimum of delay. The Contractor shall cooperate with all utility owners concerned for any utility adjustments necessary.

Particular care shall be exercised to avoid the cutting or damaging of underground utility lines that are to remain in place. Such lines, if damaged shall be restored promptly and shall be handled in accordance with Article 7.11. When active sanitary sewer lines are cut during excavation operations, temporary flumes shall be provided across the excavation, while open, and the lines shall be restored when the backfilling has progressed to the original bedding lines of the cut sewer.

**(d) Removing Old Or Abandoned Structures.** When old or abandoned structures or foundations are encountered in the excavation, such obstructions shall be removed for the full width of the excavation and to a depth of one (1) foot below the bottom of the excavation. When old inlets or manholes are encountered and no plan provision is made for adjustment or connection to the new structures, such manholes and inlets shall be removed completely to a depth one (1) foot below the bottom of the excavation. In each instance, the bottom of the excavation shall be restored to grade by backfilling and compacting by the methods provided hereinafter for backfill. Where the excavation cuts through abandoned sewers, these sewers shall be removed as required to clear the new structure and plugged in a manner approved by the Engineer.

**(e) Dewatering Of Excavation Area.** Structures shall not be constructed or laid in the presence of water unless approved by the Engineer. Setting of precast members, placement of concrete, or pipe placing operations shall be performed on a dry firm bed. This shall be accomplished by removal of water from the surface of the bed by bailing, pumping, wellpoint installation, deep wells, french drains, or any other method approved by the Engineer.

For foundations placed in the presence of water, when approved by the Engineer, pumping or bailing from the interior of any foundation enclosure shall be done in a manner which precludes the possibility of movement of water through or alongside any concrete being placed. No pumping or bailing will be permitted during the placing of structural concrete, or for a period of at least 36 hours thereafter, unless from a suitable sump separated from the concrete work. Pumping or bailing during placement of seal concrete shall be only to the extent necessary to maintain a static head of water within the cofferdam. Pumping or bailing to dewater a sealed cofferdam shall not be started until the seal has aged at least 36 hours.

In the event that the excavation cannot be dewatered to the point where the subgrade is free of mud, or it is difficult to keep the reinforcing steel clean in cast-in-

place structures, a special material shall be used in the bottom of the excavation. Such special material shall be a minimum depth of three (3) inches and shall consist of a lean concrete mixture (not less than three (3) sacks of cement per cubic yard), or other material approved by the Engineer.

**(2) Bridge Foundations and Retaining Walls.** To determine the adequacy of a proposed foundation, the Engineer may require the Contractor to make soundings or take cores to determine the character of the subgrade materials. The maximum depth of soundings or cores will not exceed five (5) feet below the proposed footing grade.

Care shall be taken not to disturb the material below the bottom of footing grade. Backfilling in a foundation to compensate for excavation which has extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the footing is placed. The additional concrete involved shall be at the Contractor's expense.

Unless otherwise required herein or on the plans, rock or other hard foundation material shall be free from all loose material, clean, and cut to a firm surface which may be level, stepped, or serrated, as directed by the Engineer. All seams shall be cleaned out and filled with concrete at the time the footing is placed.

When the material encountered at footing grade of a retaining wall, bridge bent or pier is found to be partially of rock or incompressible material and partially of a compressible material, the foundation shall not be placed until the Engineer has inspected the footing and authorized necessary changes to provide a uniform bearing condition.

**(3) Culverts.** For all single and multiple box culverts, pipe culverts, pipe arch culverts, long span structural plate structures, box sewers, and pipe sewers where the soil encountered at established footing grade is an unstable or incompressible material, the following procedure shall be used unless other methods are called for on the plans:

Unstable material shall be removed to a depth not to exceed two (2) feet below the footing of the structure unless additional depth is authorized by the Engineer. All soil removed shall be replaced with stable material in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer shall have sufficient moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.
When it is not feasible to construct a stable footing as outlined above, the Contractor shall use special materials, such as flexible base, cement stabilized base, cement stabilized backfill or other material, as directed by the Engineer. This work will be paid for as provided in Article 400.8. Special material used, or additional excavation made, for the Contractor's convenience to expedite the work, will be at the Contractor's expense.

When the material encountered at the footing grade of a structure is found to be rock, partially rock or other incompressible material, the incompressible material shall be removed to a depth of six (6) inches below the footing grade and backfilled

with a compressible material approved by the Engineer and compacted in accordance with Article 400.5.

**(4) Trench.** Unless otherwise shown on the plans, all sewer pipe structures shall be constructed in an open cut with vertical sides to a point one (1) foot above the pipe. When site conditions or the plans do not prohibit the sloping of the cut, the excavation one (1) foot above the pipe may be stepped and/or the sides laid back to a stable slope. Required vertical sides shall be sheeted and braced when necessary to maintain the required vertical excavation throughout the construction period.

For all pipe sewers to be constructed in fill above natural ground, the embankment shall first be constructed to an elevation not less than one (1) foot above the top of the pipe, after which excavation for the pipe shall be made as noted above.

Unstable or incompressible material shall be removed in accordance with Subarticle 400.2.(3). For unstable trench conditions requiring outside forms, seals, sheeting and bracing, or where ground water is encountered, any additional excavation and backfill required shall be done at the Contractor's expense for trenches up to five (5) feet in depth.

**400.3. Cofferdams.** The term cofferdam designates any temporary or removable structure constructed to hold the surrounding earth, water, or both out of the excavation, whether the structure is formed of soil, timber, steel, concrete, or a combination of these. The "cofferdam" shall also include the use of pumping wells or well points used for the same purpose. The cost of cofferdams shall be included in the price bid for excavation except where temporary special shoring is shown on the plans to provide excavation protection.

For sheet pile or other types of cofferdams which require internal bracing, the Contractor shall submit details and design calculations bearing the seal of a Registered Professional Engineer for review. The maximum stresses shall not exceed 125 percent of the working allowable stresses used by the Department for the design of structures. The interior dimensions of cofferdams shall provide sufficient clearance for the construction, inspection (inside and outside), and removal of any required forms and to permit pumping outside the forms. In general, sheet pile cofferdams shall extend well below the bottom of the footings and any concrete seal and shall be well braced and as watertight as practicable.

Concrete for foundation seals, unless otherwise specified shall be Class E concrete in accordance with Item 421, "Portland Cement Concrete." The concrete seal shall be placed in accordance with Item 420, "Concrete Structures." Seal concrete when authorized by the Engineer will be paid for as provided in the various bid items. If no direct method of payment is provided in the contract for seal concrete, the work will be measured and paid for in accordance with Article 4.3. Seal placed for the convenience of the Contractor will be at the Contractor's expense.

When the Engineer judges it to be impractical to dewater a cofferdam and a concrete seal is to be placed around piling driven therein, the excavation shall be deep enough to allow for swell of the material during pile driving operations. After driving the piling, all swelling material shall be removed to the bottom of the seal grade. Where it is possible to dewater the cofferdam without placing a seal, the foundation material shall be removed to exact footing grades after piling are driven. Backfilling a foundation to compensate for

excavation which has been extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the seals or footings are placed. The additional concrete quantities necessary to compensate for excavation below grade shall be at the Contractor's expense.

Unless otherwise provided, cofferdams shall be removed by the Contractor after the completion of the substructure without disturbing or damaging the structure.

**400.4. Shaping and Bedding.** For precast pipe and box sections, the excavation shall be undercut a minimum depth sufficient to accommodate the class of bedding indicated on the plans and conforming to the bedding requirements of this Item. Where cement stabilized backfill is indicated on the plans, the excavation shall be undercut a minimum of four (4) inches and backfilled with stabilized material to support the pipe at the required grade.

Three classes of bedding for trench or embankment conditions are shown in Figures 1, 2, and 3. Bedding shall be in accordance with Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material.

**400.5. Backfill.**

**(1) General.** As soon as practical, all portions of the excavation not occupied by the permanent structure shall be backfilled. Backfill material may be obtained from excavation or from other sources. Backfill material shall be free from stones of such size as to interfere with compaction; free from large lumps which will not break down readily under compaction; and free from frozen lumps, wood, or other extraneous material.

Backfill which will not support any portion of the completed roadbed or embankment shall be placed in layers not more than 10 inches in depth (loose measurement). Backfill which will support any portion of the roadbed or embankment shall be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer of backfill shall be compacted to a density comparable with the adjacent undisturbed soil or as shown on the plans.

Each layer of backfill material, if dry, shall be wetted uniformly to the moisture content required to obtain a density comparable with the adjacent undisturbed soil or as shown on the plans and shall be compacted to that density by means of mechanical tamps or rammers. The use of rolling equipment of the type generally used in compacting embankments will be permitted on portions which are accessible to such equipment.

When tamping equipment is furnished which, when proven to the satisfaction of the Engineer, will adequately compact the backfill material to the density required, the eight (8) inch and 10 inch lifts (loose measurement) specified above may be increased to lifts not to exceed 12 inches.

Cohesionless materials, such as sand, may be used for general backfilling purposes. Compaction of cohesionless materials shall be done with vibratory equipment, water ponding or a combination thereof.

**(2) Bridge Foundations, Retaining Walls, And Culverts.** No backfill shall be placed against any structure until the concrete has reached the minimum flexural strength required in Item 421, "Portland Cement Concrete."

The material used for backfilling shall be free of any appreciable amount of gravel or stone particles more than four (4) inches in greatest dimension and shall be of a gradation that permits thorough compaction. The use of rock or gravel mixed with soil will be permitted, provided the percentage of fines is sufficient to fill all voids and insure a uniform and thoroughly compacted mass of proper density.

When the excavation has been made through a hard material resistant to erosion, the Engineer may require the backfill around piers and in front of abutments and wings to be of stone or lean concrete. Unless otherwise provided, such backfill will be measured and paid for as extra work in accordance with Article 4.3.

Embankment which is too close to a structure to permit compaction by the use of the blading and rolling equipment used on adjoining sections of embankment, shall be placed and compacted in accordance with Subarticle 400.5(1). Mechanical tamps or rammers shall be required when the structure being backfilled could sustain damage from other compacting operations.

Care shall be taken to prevent any wedging action of backfill against the structure, and the slopes bounding the excavation shall be stepped or serrated to prevent such action. Backfill placed around piers shall be deposited uniformly.

**(3) Pipe.** After the bedding and pipes have been installed as required, the selected backfill materials shall be brought to proper moisture condition, placed along both sides of the pipe equally, in uniform layers not exceeding eight (8) inches in depth (loose measurement), and each lift thoroughly compacted mechanically. Special care shall be taken to secure thorough compaction of the materials placed under the haunches of the pipe and to prevent damage or displacement of the pipe. Filling and/or backfilling shall be continued in this manner to the elevation of the top of the pipe. Backfill above the top of the pipe shall be placed and compacted in accordance with Subarticle 400.5(1). During construction, protection of the pipe shall be in accordance with the pertinent pipe item. Pipe damaged by the Contractor during construction shall be replaced at the Contractor's expense or repaired to the satisfaction of the Engineer.

The Engineer may reject any material containing more than 20 percent by weight of material retained on a three (3) inch sieve, or material excavated in such a manner as to produce large lumps not easily broken down or which cannot be spread in loose layers. In general, material excavated by means of a trenching machine will meet the requirements above, provided large stones are not present.

Where sewers extend beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved, additional material shall be placed and compacted, as herein specified for backfill outside the limits of the roadbed, until this minimum cover has been provided.

**400.6. Cement Stabilized Backfill.** When shown on the plans, the excavation shall be backfilled to the elevations shown with cement stabilized backfill. Unless otherwise shown on the plans, cement stabilized backfill shall contain aggregate, water and a minimum of seven (7) percent portland cement based on the dry weight of the aggregate, in accordance with Test Method Tex-120-E. Aggregate shall be as shown on the plans or as approved by the Engineer.

Cement stabilized backfill below the top of sewers, manholes, inlets, or other structures shall be placed equally along all sides of the structure so as to prevent strain on or displacement of the structure. Cement stabilized backfill shall be placed in a manner that will completely fill all voids in the trench. Should compaction be required to fill all voids, hand operated tampers may be used.

**400.7. Measurement.** Excavation and backfill will be measured by the cubic yard. Cutting and restoring of pavement will be measured by the square yard.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

Unless otherwise shown on the plans, structural excavation for pipe headwalls, inlets, manholes, culvert widening (extensions) 15 feet or less in length, bridge abutments, retaining walls and side road and private entrance pipe culverts will not be measured but shall be considered subsidiary to the various bid items.

For culvert widening (extensive) greater than 15 feet, quantities for structural excavation will be shown on the plans.

Structural excavation will be measured by the cubic yard computed by the method of average end areas using the following limits to establish templates for measurement:

(1) For all excavation requiring measurement, except that required for the barrels of pipe culverts; for structural plate structures no material outside of vertical planes one (1) foot beyond the edges of the footings and parallel thereto will be included, unless otherwise shown on the plans. When the plans provide the Contractor the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

(2) For pipes 42 inches or less in nominal or equivalent diameter, no material outside of vertical planes one (1) foot beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. For pipes more than 42 inches in nominal or equivalent diameter, no material outside of vertical planes located two (2) feet beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. Excavation for pipes shall be measured between the extreme ends of the completed structure, including any end appurtenances, as shown on the plans and from centerline to centerline of inlets, manholes, etc., therein. When excavation for appurtenances is measured for payment, the limits of excavation for the pipes shall not overlap those of the appurtenances.

(3) For structural plate structures no material outside of vertical planes three (3) feet beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the excavation shall be extended for measurement to vertical planes located at one-half of the span beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto.

(4) If a cofferdam is used, the limitations of Subarticle 400.7.(1) shall apply just as if no cofferdam were used. Excavation quantities for foundations shown on the plans and in the proposal where cofferdams are required shall be considered as final quantities and no further measurement will be made.

(5) Where excavation, in addition to that allowed for the footings, is required for other portions of the structure, such as for the cap, cross strut, or tie beam of a pier or bent or for the superstructure, measurement for such additional excavation will be limited laterally by vertical planes one (1) foot beyond the face of the member and parallel thereto and vertically to a depth of one (1) foot below the bottom of such member.

(6) No measurement will be made of any excavation necessary for placing forms or falsework except as allowed by the above conditions.

(7) At all structure sites except at culverts and trench excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation.

Trench excavation in fill above natural ground, as specified in Subarticle 400.2.(4), will be measured for payment. Quantities will include that area as specified in Subarticle 400.7.(2) plus one (1) foot above the top of the pipe, regardless of the height of fill previously made.

(8) Excavation required for shaping the slopes of header banks which were built by prior contract and upon which riprap is to be placed will be measured as "Structural Excavation, (Riprap)."

(9) For all culverts, except for side road and private entrance culverts, all excavation within the limits of the structure and below or outside the limits of the completed roadway excavation, will be measured as culvert excavation. Where the overall normal width of the culvert is 12 feet or less, measurement will be as "Structural Excavation, Culvert, Small." Where the overall normal width of the culvert exceeds 12 feet, measurement will be as "Structural Excavation, Culvert, Large."

(10) Where excavation diagrams are shown on the plans, they shall take precedence over these provisions.

(11) Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile driving operations.

(12) Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.

(13) Where rock, or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade, which is directed by the Engineer to be removed, will be measured for payment.

(14) No allowance will be made for any variance from plan quantity incurred by an alternate bid.

(15) Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized by the Engineer.

(16) Cement stabilized backfill will be measured in accordance with the backfill diagram shown on the plans. The quantity of "Cement Stabilized Backfill" shown on the plans shall be considered as final quantities and no further measurement will be required. Changes in alignment or grade as authorized by the Engineer will be measured for payment.

(17) The work to be done in the cutting and restoring of pavement will be measured in accordance with the dimensions shown on the plans. The excavation below the pavement and/or base shall be measured as structural excavation of the pertinent type.

**400.8. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Bridge)," "Structural Excavation (Culvert, Small)," "Structural Excavation (Culvert, Large)," "Structural Excavation (Trench)," "Structural Excavation (Riprap)," "Cement Stabilized Backfill" and "Cutting and Restoring Pavement."

Payment for removal and replacement of unstable or incompressible material below the footing grades of culverts as provided for in Subarticle 400.2.(3) will be made as follows:

When the plans specify or when the Engineer directs the use of special materials such as flexible base, cement stabilized base, cement stabilized backfill or other special material, payment for excavation below the footing grades shall be made at the unit price bid for "Structural Excavation" of the pertinent type. Payment for furnishing, hauling, placing and compacting the flexible base, cement stabilized base, cement stabilized backfill or other special materials will be made at the unit price bid for these items in the contract or in accordance with Article 4.3. in cases where the required material is not a bid item.

Where special materials are not required or specified, payment for the removal and replacement of unstable and/or incompressible material will be made at a price equal to 200 percent of the unit price bid per cubic yard for "Structural Excavation" of the pertinent type. This price shall be full compensation for removing the unstable or incompressible material, furnishing, hauling, placing and compacting suitable replacement material and for all labor, equipment, tools, and incidentals necessary to complete the work.

If no direct method of payment is provided in the contract for culvert excavation and no special materials are required or specified, the removal and replacement of unstable or incompressible material, when such work is authorized by the Engineer, will be measured and paid for at fifteen dollars ($15.00) per cubic yard.

Should the Engineer deem it necessary to lower a bridge foundation to an elevation below the grade shown on the plans, such over excavation below plan will be paid for as "Structural Excavation" at an adjusted unit price as defined herein. Payment will be made at a unit price equal to 115 percent of the contract unit price bid for all over excavation where the revised footing grade does not vary from plan grade by more than five (5) feet.

Payment will be made at a unit price of 125 percent of the contract unit price bid for all over excavation where the revised grade varies from plan grade by more than five (5) feet but not in excess of 10 feet. In cases where the revised footing grade varies from plan grade by more than 10 feet, a supplemental agreement shall be prepared to establish a unit price with which to make payment for the over excavation.

No direct payment will be made for backfilling around structures. Payment for the backfilling and compacting of areas which were removed as structural excavation shall be included in the unit price bid for "Structural Excavation."

Unless otherwise shown on the plans, structural excavation which has been completed to the satisfaction of the Engineer, but not backfilled, a partial payment of 50 percent of the price bid will be made. The remaining amount will be paid upon the satisfactory completion of the backfilling.

This price shall be full compensation for all excavation, bedding, and backfill including placing, sprinkling and compaction of material; all soundings; cleaning and filling seams; constructing all cofferdams; all dewatering; and for furnishing all materials, hauling, labor, equipment, tools, sheeting and/or bracing of excavations up to and including five (5) feet in depth, pumps, drills, explosives, disposition of surplus material, cutting pavement and base to neat lines; and for incidentals necessary to complete the work, except that protection methods for excavations greater than five (5) feet in depth shall be measured and paid for as required under Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring."

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**Highway:** VARIOUS SUBDIVISIONS

# ITEM 402

# TRENCH EXCAVATION PROTECTION

**402.1. Description.** This Item shall govern for the excavation protection required for the trenches in excess of five (5) feet deep, including all additional excavation, backfill, pavement reconstruction and repair made necessary by the protection system, in accordance with this Item.

A trench shall be defined as a narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench is not greater than 15 feet. If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet or less (measured at the bottom of the excavation), the excavation is also considered to be a trench. In addition, "Trench Excavation Protection" will not be limited to these applications, but may be used wherever deemed expedient and proper to the ensuing work.

**402.2. Construction Methods.** Trench Excavation Protection shall be as required by the provisions of Part 1926, Subpart P-Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration's Standards and Interpretations.

**402.3. Measurement.** This Item will be measured by the linear foot along the centerline of trench where the depth of trench exceeds five (5) feet.

**402.4. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Trench Excavation Protection". This price shall be full compensation for all excavation and backfill; for furnishing, placing and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

No payment will be made for excavation protection made necessary due to the selection of an optional design or sequence of work that creates the need for the protection system.

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# ITEM 464

# REINFORCED CONCRETE PIPE

## 464.1.1. Description.

This Item shall govern for furnishing and installing all concrete pipe and materials and for constructing precast concrete pipe culverts or precast concrete sewer mains, laterals, stubs and inlet leads. The pipes shall be of the sizes, strengths and dimensions shown on the plans and shall include all connections to new or existing pipes, sewers, manholes, inlets, headwalls and other appurtenances and jointing materials as may be required to complete the work.

## 464.2. Materials.

(1) **General.** Except as modified herein, precast reinforced concrete pipe shall conform to the design shown on the plans and to ASTM C76 or C655 for circular pipe; ASTM C506 for arch pipe or ASTM C507 for horizontal elliptical pipe.

All precast concrete pipe shall be machine made or cast by a process which will provide for uniform placement of the concrete in the form and compaction by mechanical devices which will assure a dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete will not be acceptable for use in precast concrete pipe.

Unless otherwise shown on the plans, not more than two (2) holes may be placed in the top section of precast pipe for lifting and placing. The holes may be cast, cut, or drilled in the wall of the pipe. The holes shall not exceed three (3) inches in diameter at the inside surface of the pipe wall. Not more than one (1) longitudinal wire or two (2) circumferential wires may be cut per layer of reinforcing steel when locating lift holes in the pipe wall. After the pipe is in place, lift holes shall be filled with concrete or mortar or precast concrete plugs to the satisfaction of the Engineer.

The Contractor has the option of using portland cement or portland cement plus fly ash. When fly ash is used, then "cement" shall also be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of portland cement of the type specified and 20 to 35 percent fly ash by absolute volume. Type B fly ash shall not be used when Type II cement is shown on the plans. When portland cement is partially replaced, blended or otherwise modified by a pozzolan, the pozzolan is defined and limited to fly ash conforming to Department Materials Specification D-9-8900, "Fly Ash".

Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th St., Austin, Texas 78701-2483.

**(2) Design.** Circular pipe shall be of the class or D-load shown on the plans. Regardless of the design shown, the Contractor may furnish pipe to either ASTM C76 or ASTM C655 specifications. Table C outlines the class and D-load equivalents. For concrete pipe arch or elliptical pipe, the minimum design shall conform to Table A or B.

TABLE A *

Arch Pipe

| Design Size | Equiv. Dia. In. | Rise In. | Span In. |
|---|---|---|---|
| 1 | 18 | 13 1/2 | 22 |
| 2 | 21 | 15 1/2 | 26 |
| 3 | 24 | 18 | 28 1/2 |
| 4 | 30 | 22 1/2 | 36 1/4 |
| 5 | 36 | 26 5/8 | 43 3/4 |
| 6 | 42 | 31 5/16 | 51 1/8 |
| 7 | 48 | 36 | 58 1/2 |
| 8 | 54 | 40 | 65 |
| 9 | 60 | 45 | 73 |
| 10 | 72 | 54 | 88 |

TABLE B *

Horizontal Elliptical Pipe

| Design Size | Equiv. Dia. In. | Rise In. | Span In. |
|---|---|---|---|
| 1 | 18 | 14 | 23 |
| 2 | 24 | 19 | 30 |
| 3 | 27 | 22 | 34 |
| 4 | 30 | 24 | 38 |
| 5 | 33 | 27 | 42 |
| 6 | 36 | 29 | 45 |
| 7 | 39 | 32 | 49 |
| 8 | 42 | 34 | 53 |
| 9 | 48 | 38 | 60 |
| 10 | 54 | 43 | 68 |

*Minimum height of cover required is one (1) foot.
*Maximum height of cover is eight (8) feet.

TABLE C
CIRCULAR PIPE
(CLASS, D-LOAD EQUIVALENTS)

| **Error! Reference source not found. C76** | **C655** |
|---|---|
| CLASS I | 800D-LOAD |
| CLASS II | 1000D-LOAD |
| CLASS III | 1350D-LOAD |
| CLASS IV | 2000D-LOAD |
| CLASS V | 3000D-LOAD |

Reinforced concrete pipe for jacking, boring or tunneling shall meet the requirements of the pertinent ASTM specification with the following additional requirements:

The pipe shall have circular reinforcement and for 30 inch and larger diameters shall have an additional layer of Class III reinforcement, 12 inches long, extending into both the tongue and groove of the joint to within 3/4 inch of the end of the tongue and the groove. The minimum wall thickness shall be wall "B" for the diameter specified, unless special designs are required. The minimum concrete compressive strength for jacking and boring pipe shall be 5000 psi. Variations in the laying length of opposite sides shall not exceed 3/8 inch for pipe diameters 24 inches through 60 inches and 1/2 inch for pipe diameters 66 inches and larger. The maximum joint taper shall be 7 degrees for tongue and groove pipe and 2 degrees for O-ring gasket pipe. Pipe manufactured to these additional requirements shall be marked to identify pipe for jacking and boring.

The plans will provide a summary indicating the locations and length for all pipe. In addition, the diameter, required D-load and/or class for full circle pipe, and/or the design size for pipe arch or elliptical pipe will also be shown.

**(3) Physical Test Requirements.** The acceptability of the pipe shall be determined by the results of the physical tests outlined herein; by appropriate material tests required in ASTM C76, C506, C507, or C655; by absorption tests on selected samples from the wall of the pipe; and by inspection of the finished pipe to determine its conformance with the required design and its freedom from defects. Three-Edge Bearing tests shall be performed on one (1) pipe for each 100 pipe or fraction thereof of each design or shape, size, class or D-load for the load to produce a 0.01 inch crack and, at the discretion of the Engineer, the pipe may be tested to ultimate load.

As an alternate to the Three-Edge Bearing test, concrete pipe 60 inches in diameter and larger may be accepted on the basis of compressive strength of cores cut from the wall of the pipe. The manufacturer shall furnish facilities and personnel for taking the cores and determining the compressive strength of the samples. Three-Edge Bearing tests and core tests shall be in accordance with ASTM C497.

The manufacturer shall plug and seal coreholes in the pipe wall, after testing, in a manner satisfactory to the Engineer.

**(4) Marking.** The following information shall be clearly marked on each section of pipe:

**(a)** The class or D-load of pipe.

**(b)** The date of manufacture.

**(c)** The name or trademark of the manufacturer.

**(d)** One end of each section of pipe with elliptical reinforcement shall be clearly marked during the process of manufacture or immediately thereafter on the inside and the outside of opposite walls to show the location of the "top" or "bottom" of the pipe as it should be installed, unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Marking shall be indented on the pipe section or painted thereon with waterproof paint.

**(e)** Pipe for jacking and boring shall be identified for the intended use.

**(5) Inspection.** The quality of materials, the process of manufacture, and the finished pipe shall be subject to inspection and approval by the Engineer at the pipe manufacturing plant. In addition, the finished pipe shall be subject to further inspection by the Engineer at the project site prior to and during installation.

**(6) Causes for Rejection.** Pipe shall be subject to rejection for failure to conform to any of the specification requirements. Individual sections of pipe may be rejected because of any of the following:

**(a)** Fractures or cracks passing through the shell, except for a single end crack that does not exceed the depth of the joint.

**(b)** Defects that indicate imperfect proportioning, mixing and molding.

**(c)** Surface defects indicating honeycombed or open texture.

**(d)** Damaged ends, where such damage would prevent making a satisfactory joint.

**(e)** Any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more, regardless of position in the wall of the pipe.

**(7) Repairs.** Pipe may be repaired if necessary, because of occasional imperfections in manufacture or accidental injury during handling and will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired pipe conforms to the requirements of the specifications.

**(8) Rejections.** All rejected pipe will be plainly marked by the Engineer by painting colored spots over the Division of Materials and Tests monogram on the inside wall of the pipe and on the top outside wall of the pipe. The painted spots shall be sufficient to identify the rejected pipe but no larger than four (4) inches in diameter. Rejected pipe shall not be defaced in any other manner. The Contractor shall remove the rejected pipe from the project and replace with pipe meeting the requirements of this Item.

**(9) Jointing Materials.** Unless otherwise specified on the plans the Contractor shall have the option of making the joints using any of the materials described herein. For all jointing materials except mortar, the Contractor shall furnish the Engineer the Manufacturer's Certificate of Compliance.

**(a) Mortar.** Mortar for joints shall be in accordance with the section, "Jointing", of this Item.

**(b) Cold Applied, Plastic Asphalt Sewer Joint Compound.** This material shall consist of natural and/or processed asphalt base, suitable volatile solvents and inert filler. The consistency is to be such that the ends of the pipe can be coated with a layer of the compound up to one-half inch thick by means of a trowel. The joint compound shall cure to a firm, stiff plastic condition after application. The material shall be of a uniform mixture and any small separation occurring in the container shall be stirred to a uniform mix before use.

This material shall meet the following requirements when tested in accordance with Test Method Tex-526-C:

| | |
|---|---|
| Asphalt Base, 100% - % Volatites - % Ash, % by weight | 28-45 |
| Volatiles, 212 F Evaporation, 24 h, % by weight | 10-26 |
| Mineral Matter, determined as Ash, % by weight | 30-55 |
| Consistency, Cone Penetration, 150 q, 5 sec, 77 F | 150-275 |

**(c) Rubber Gaskets.** These gaskets shall conform to ASTM C361 or C443. The design of the joints and permissible variations in dimensions shall be in accordance with ASTM C443. The Contractor shall furnish the Engineer the Manufacturer's Certificate of Analysis.

**(d) Cold Applied Preformed Plastic Gaskets.** Preformed plastic gaskets shall be suitable for sealing joints of tongue and groove concrete pipe. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength, and shall be supplied in extruded rope-form of suitable cross-section. The size of the plastic gasket joint sealer shall be in accordance with the manufacturer's

recommendations and be of sufficient size to properly seal the joint. The plastic gasket joint sealer shall be so constructed as to provide evidence of proper installation either by means of "squeeze-out" of the gasket material on the inside or outside around the complete pipe joint circumference or by means of tabs, projections or other such indicators placed at established intervals around the circumference of the pipe joint. Plastic gasket joint sealers shall be Type 1 or Type 2. Type 1 gaskets shall meet the "squeeze-out" requirements and Type 2 gaskets shall meet the requirements for tabs, projections or other indicators. The gasket joint sealer shall be protected by a suitable wrapper designed that when removed, the jointing material maintains integrity.

The chemical composition of the gasket joint sealing compound for Type 1 and 2, as shipped, shall meet the following requirements:

| COMPOSITION | TEST METHOD | ANALYSIS |
|---|---|---|
| Bitumen, Petroleum Plastic Content, % by weight | ASTM D4 | 50-70 |
| Ash-Inert Mineral Matter, % by weight | Tex-526-C | 30-50 |
| Volatile Matter, 325 F, % by weight | Tex-506-C | 2.0 max. |

The gasket joint sealing compound when immersed for 30 days at ambient room temperature separately in five (5) percent solution of caustic potash; a five (5) percent solution of hydrochloric acid; a five (5) percent solution of sulfuric acid; and a saturated $H_2S$ solution, shall show no visible deterioration.

The physical properties of the gasket joint sealing compound as shipped shall meet the following requirements:

| PROPERTY | TEST METHOD | REQUIREMENT | |
|---|---|---|---|
| | | Type 1 | Type 2 |
| Ductility @ 77 F (cm), min. | Tex-503-C | 5.0 | 5.0 |
| Softening Point, F | Tex-505-C | 275 | 275 |
| Penetration | | | |
| 32 F (300g) 60 sec., min. | Tex-502-C | 65 | |
| 77 F (150g) 5 sec. | Tex-502-C | 50-120 | 50-120 |
| 115 F (150g) 5 sec., max. | Tex-502-C | 150 | |

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**464.3. Construction Methods.** The location of private driveway and side road pipe shall be constructed at locations shown on the plans or as directed by the Engineer.

Reinforced concrete pipe culverts and sewers shall be constructed in accordance with the plans and requirements of this Item.

**(1) Excavation.** All excavation shall be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures", except where tunneling or jacking methods are shown on the plans or permitted by the Engineer.

**(2) Shaping and Bedding.** Shaping and bedding shall be in accordance with Item 400, "Excavation and Backfill for Structures".

**(3) Laying Pipe.** Unless otherwise authorized by the Engineer, the laying of pipe on the bedding shall be started at the outlet end with the spigot or tongue end pointing downstream and shall proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades. Where bell and spigot pipe are used, cross trenches shall be cut in the foundation to allow the barrel of the pipe to rest firmly upon the bedding. These cross trenches shall be not more than two (2) inches larger than the bell ends of the pipe. Proper equipment shall be provided for hoisting and lowering the sections of pipe into the trench without disturbing the bedding and the sides of the trench. The ends of the pipe shall be carefully cleaned before the pipe is placed. As each length of pipe is laid, the mouth of the pipe shall be protected to prevent the entrance of earth or bedding material. The pipe shall be fitted and matched so that when laid in the bed the pipe shall form a smooth, uniform conduit. When elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, the pipe shall be laid in the trench in such position that the markings "Top" or "Bottom", shall not be more than five (5) degrees from the vertical plane through the longitudinal axis of the pipe.

Multiple installations of reinforced concrete pipe shall be laid with the center lines of individual barrels parallel. Unless otherwise shown on the plans, the following clear distances between outer surfaces of adjacent pipes shall be used.

| Diameter 18" | 24" | 30" | 36" | 42" | 48" | 54" | 60" to 84" |
|---|---|---|---|---|---|---|---|
| Clear 0'-9" Distance Between Pipes | 0'-11" | 1'-1" | 1'-3" | 1'-5" | 1'-7" | 1'-11" | 2'-0" |

**(4) Jointing.**

**(a)** Joints sealed with portland cement mortar shall be made as follows:

Mortar shall consist of one (1) part cement, two (2) parts sand and sufficient water to make a plastic mix. The pipe ends shall be cleaned and wetted before making the joint. The lower half of the bell or groove and the upper half of the tongue or spigot shall be plastered with mortar. After the pipes are tightly jointed, mortar shall be packed into the joint from both inside and outside the pipe. The inside shall be finished smooth and flush with adjacent joints of pipe. Over the joint outside the pipe, a bead shall be formed at least one (1) inch on either side of the joint and of semicircular cross section for tongue and groove joints, but for bell and spigot joints, the mortar shall form a 45° fillet between the outer edge of the bell and the spigot. Mortar joints shall be cured by keeping the joints wet for at least 48 hours or until the backfill has been completed, whichever comes first. No jointing shall be done when the atmospheric temperature is at or below 40 F. Mortared joints shall be protected against freezing by backfilling or other approved methods for at least 24 hours.

No mortar banding on the outside of pipe will be required for driveway culverts.

At the Contractor's option, and with the approval of the Engineer, pipes which are large enough for a man to enter may be furnished with the groove not less than one-half of an inch and not more than three-fourths of an inch longer than the tongue. Such pipe may be laid and backfilled without mortar joints. Care shall be exercised to avoid displacing the joints during the backfilling operations. After the backfilling has been completed, the space between the end of the tongue and the groove on the interior of the pipe shall be cleaned of all foreign material, thoroughly wetted and filled with mortar around the entire circumference of the pipe and finished flush.

The Contractor shall make available for the use of the Engineer, an appropriate rolling device similar to an automobile mechanic's "Creeper" for conveyance through small size pipe structures.

Mortar joints will be required for irrigation wells, vents and similar vertical structures.

**(b)** Joints using Cold Applied, Plastic Asphalt Sewer Joint Compound shall be made as follows:

Both ends of the pipes shall be clean and dry. A one-half inch thick layer of the compound shall be troweled or otherwise placed in the groove end of the pipe covering not less than two-thirds of the joint face around the entire circumference. Next, the tongue end of the next pipe shall be shoved home with sufficient pressure to make a tight joint. After the joint is made any excess mastic projecting into the pipe shall be removed. Backfilling of

pipe laid with asphalt mastic joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

**(c)** Joints using Rubber Gaskets shall be made as follows:

Where rubber gasket pipe joints are required by the plans the joint assembly shall be made according to the recommendations of the gasket manufacturer. Water tight joints will be required when using rubber gaskets. Backfilling may begin when approved by the Engineer.

**(d)** Joints using Cold Applied Preformed Plastic Gaskets shall be made as follows:

Before laying the pipe in the trench, the plastic gasket shall be attached around the tongue or groove near the shoulder or hub of each joint in accordance with the gasket manufacturer's recommendations. The protective wrapper shall be removed and the gasket pressed firmly to the clean, dry surface of the pipe, as recommended by the manufacturer. The joint sealer must be placed in such a manner that no dirt or other deleterious materials will come in contact with the joint sealing material.

After the tongue is correctly aligned with the flare of the groove, the wrapper or wrappers on the gasket shall be removed and the pipe shall be pulled or pushed home with sufficient force to properly seal the joint. Any joint material pushed out into the interior of the pipe that would tend to obstruct the flow shall be removed. (Pipe shall be pulled home in a straight line with all parts of the pipe on line and grade at all times.) Backfilling of pipe laid with plastic gasket joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

When the atmospheric temperature is below 60 F, plastic joint seal gaskets shall either be stored in an area warmed to above 70 F, or artificially warmed to this temperature in a manner satisfactory to the Engineer. Gaskets shall then be applied to pipe joints immediately prior to placing pipe in trench, followed by connection to previously laid pipe.

**(5) Connections and Stub Ends.** Connections of concrete pipe to existing pipes, pipe sewers or sewer appurtenances shall be as shown on the plan.

The bottom of existing structures shall be mortared or concreted if necessary to eliminate any drainage pockets created by the connections. Any damage to the existing structure resulting from making the connection shall be repaired by the Contractor, to the satisfaction of the Engineer, at the Contractor's expense.

When concrete pipe is to be joined with existing aluminum pipe, portions of the aluminum pipe that are to be in contact with the concrete pipe, shall be insulated with a coating of bituminous material meeting the requirements of Article 460.7. The coating shall extend to a minimum distance of one (1) foot beyond the area of contact.

Unless otherwise shown in the plans, connections between concrete pipe and corrugated metal pipe shall be made with a suitable concrete collar having minimum thickness of four (4) inches.

Stub ends, for connections to future work not shown on the plans, shall be finished by installing watertight plugs into the free end of the pipe.

**(6) Backfilling.** After the pipe has been placed, bedded and jointed as specified, filling and/or backfilling shall be done in accordance with the applicable requirements of Item 400, "Excavation and Backfill for Structures". When mortar joints are specified, no fill or backfill shall be placed until the jointing material has been cured for at least six hours. Special precautions shall be taken in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. For all pipe structures where joints consist of materials other than mortar, immediate backfilling will be permitted.

**(7) Reuse of Appurtenances.** When existing appurtenances are specified on the plans for reuse, the portion to be reused shall be severed from the culvert and moved to the new position previously prepared by hoisting with a crane, rolling, or other approved methods. Connections shall conform to the requirements for joining sections of pipes, as designated herein or as shown on the plans. Any portion of the headwalls or pipe attached to the appurtenance damaged during the moving operations by the Contractor shall be restored to its original condition at the Contractor's expense. The Contractor may remove and dispose of the existing appurtenances and construct new appurtenances at his expense in accordance with the pertinent specifications and design shown on the plans or as furnished by the Engineer.

**(8) Protection of Pipe.** Unless otherwise shown on the plans or permitted in writing by the Engineer, no heavy earth moving equipment will be permitted to haul over the structure until a minimum of four (4) feet of permanent or temporary, compacted fill has been placed thereon. Pipe damaged by the Contractor's equipment shall be removed and replaced by the Contractor at the Contractor's expense.

**464.4.Measurement.**

This Item will be measured by the linear foot. Such measurement will be made between the ends of the pipe barrel along the flow line, exclusive of safety end treatments. Safety

end treatments shall be measured in accordance with Item 467, "Safety End Treatment". Where spurs or branches, or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels measured as prescribed above.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

**464.5.Payment.**

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pipe" and "Reinforced Concrete Pipe (Sewers)" of the size and D-load or class specified; and "Reinforced Concrete Pipe (Arch)", "Reinforced Concrete Pipe (Elliptical)", "Reinforced Concrete Pipe (Arch) (Sewer)", and "Reinforced Concrete Pipe (Elliptical) (Sewer)" of the design specified.

This price shall be full compensation for furnishing, hauling, placing and joining of pipes; for cutting of skews or slopes, for all connections to new or existing structures; for moving and reusing appurtenances where required; for removing and disposing of portions of existing structures as required; and for all labor, tools, equipment and incidentals necessary to complete the work.

Excavation, bedding and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".

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# ITEM 479

# ADJUSTING MANHOLES AND INLETS

**479.1. Description.** This Item shall govern for adjusting or capping of existing manholes or inlets as shown on the plans and in accordance with this Item or as directed by the Engineer. Subject to the approval of the Engineer, prefabricated metal extension rings may be furnished for the adjustment of manholes. Drainage junction boxes will be classified as manholes.

**479.2. Materials.** Manholes or inlet rings, plates, grates and covers, and brick in good condition, removed from the manholes and inlets in the process of abandonment, capping or adjustment, may be reused. Additional materials when required shall conform to the pertinent provisions of Item 465, "Manholes and Inlets".

**479.3. Construction Methods.** Manholes or inlet rings, covers, plates, and grates shall be removed carefully and the contact areas shall be cleaned of all mortar and grease. Rings, covers, plates, or grates broken in the process of removal and cleaning shall be replaced by the Contractor at his expense.

When prefabricated metal extension rings are furnished, they may be either single piece or multiple piece as necessary for the amount of adjustment. They shall be installed in accordance with the manufacturer's instructions.

If the adjustment involves lowering the top of a manhole or inlet, a sufficient depth of brick courses or concrete shall be removed to permit reconstruction on a batter not exceeding one (1) inch horizontal to two (2) inches vertical. In the case of brickwork, the mortar shall be cleaned from the top course of brick remaining in place and from all brick to be reused and the manhole or inlet rebuilt to the original top dimensions. The manhole or inlet ring, cover, plate, or grate shall then be installed with the top conforming to the proposed new surface.

If the adjustment involves raising the elevation of the top of manhole or inlet, the top surface of brick or concrete shall be cleaned and built up vertically to the new elevation using new brick, brick salvaged from other manhole or inlet adjustments, concrete rings or Class "A" concrete, and the ring, cover, plate, or grate installed with the top conforming to the proposed new surface.

When capping of an inlet or manhole is required, it shall be removed to a minimum of one (1) foot below subgrade elevation or as otherwise indicated on the plans, and capped as shown on the plans.

All work shall be in accordance with Item 465, "Manholes and Inlets".

Excavation and backfill shall conform to Item 400, "Excavation and Backfill for Structures".

**479.4. Measurement.** Manholes or inlets completely adjusted, or capped as prescribed above, will be measured as each manhole or inlet adjusted.

**479.5. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Adjusting Manholes", "Adjusting Inlets", or "Adjusting Manholes and Inlets". This price shall be full compensation for furnishing all required materials, including backfill as required, excavation, tools, labor, equipment, and incidentals required to complete the work..

**Project Number:** BORDER COLONIA ACCESS PROGRAM

**County:** HIDALGO COUNTY PRECINCT #3

**Highway:** VARIOUS SUBDIVISIONS

# ITEM 502

# BARRICADES, SIGNS AND TRAFFIC HANDLING

## 502.1. Description.

This Item shall govern for providing, installing, moving, replacing, maintaining, cleaning and removing upon completion of work, all barricades, signs, cones, lights and other such type devices and of handling traffic as indicated on the plans or as directed by the Engineer.

## 502.2. Construction Methods.

All barricades, signs and other types of devices listed above shall conform to details shown on the plans or those indicated in the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

For this project a Traffic Control Plan (TCP), responsive to the TMUTCD, has been established by the Engineer. The Contractor may propose his own TCP. Contractor-proposed major modifications to the Traffic Control Plan shall bear the seal of a Registered Professional Engineer. If his plan is approved in writing by the Engineer, it may be used. Prior to beginning work, the Contractor shall designate, in writing, a competent person who will be responsible and available on the project site
or in the immediate area to insure compliance with the TCP. The Engineer will designate a qualified Departmental person to observe implementation and who will have authority to assure compliance with the TCP.

All retro- reflective traffic control devices such as barricades, vertical panels, signs, etc., shall be maintained by cleaning, replacing or a combination thereof such that during darkness and rain the retro-reflective characteristics shall equal or exceed the retro-reflective characteristics of the standard reflective panels in the Engineer's possession.

## 502.3. Measurement.

This Item will be measured by the unit of measure "month" as indicated on the plans.

## 502.4. Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs and Traffic Handling". This price shall be full compensation for furnishing all labor, materials, supplies, equipment and incidentals necessary to complete the work as specified.

Payment will be made on the following basis:

(1) The total payment for this Item will not exceed 10 percent of the total contract amount prior to "Final Acceptance". The portion of the contract amount for this Item in excess of 10 percent of the total contract amount, less any adjustments as specified below, will be paid on the next monthly estimate cycle after the retainage estimate.

**(2)** Payment for this Item will begin on the first payable monthly construction estimate after barricades, signs and traffic handling devices have been installed in accordance with the TCP and construction has begun.

**(3)** Monthly payment will be made each succeeding month for this Item provided the barricades, signs and traffic handling devices have been installed and maintained in accordance with the TCP until the contract amount for Barricades, Signs and Traffic Handling has been paid unless adjusted by paragraph (4).

**(4)** The quantity under this Item will not exceed the total plan quantity except when additional work is added by an approved field change or extra work order. Also when work is suspended for the convenience of the Department, through no fault of the Contractor, additional quantity may be paid when approved by field change.

**(5)** An overrun of the plan quantity for this Item will not be allowed for approving designs, testing, material shortages, closed construction seasons, curing periods, test periods, failure to complete the work prior to payment of the amount allowed by (1) and (3) above nor delays caused directly or indirectly by requirements of the contract.

**(6)** If the contract is completed prior to payment of the amount allowed by (1), (3) and (7), the balance due will be paid on the next monthly estimate cycle after the retainage estimate. When the plans establish pay items for particular work called for in the TCP and/or plans, that work will be measured and paid for under the governing items.

**(7)** If the Contractor fails, within the time frame established by the Engineer, to provide or properly maintain signs and barricades in compliance with the contract requirements, as determined by the Engineer, the Contractor will be considered in non-compliance with this Item and no payment will be made for this Item for the month(s) in question.

**Project Number:** BORDER COLONIA ACCESS PROGRAM

**County:** HIDALGO COUNTY PRECINCT #3

**Highway:** VARIOUS SUBDIVISIONS

# ITEM 530

# INTERSECTIONS DRIVEWAYS AND TURNOUTS

**530.1. Description.** Construct and pave intersections, driveways, and turnouts. Pave existing intersections, driveways, and turnouts.
Intersections are considered to be areas off the travel lanes and shoulders of the Contract highway on the intersecting highway on the state system. The intersecting on-system highway work will be paid for under this Item only when shown on the plans.
Driveways are defined as private (residential or commercial) and public (county road and city street) access areas off the travel lanes and shoulders. Turnouts include but are not limited to mailbox and litter barrel widenings.

**530.2. Materials.** Furnish materials that meet the following:

- Item 247, "Flexible Base"
- Item 260, "Lime Treatment (Road Mixed)"
- Item 263, "Lime Treatment (Plant Mixed)"
- Item 275, "Cement Treatment (Road Mixed)"
- Item 276, "Cement Treatment (Plant Mixed)"
- Item 292, "Asphalt Treatment (Plant Mix)"
- Item 316, "Surface Treatments"
- Item 330, "Limestone Rock Asphalt Pavement"
- Item 334, "Hot Mix–Cold Laid Asphalt Concrete Pavement"
- Item 340, "Dense-Graded Hot Mix Asphalt Concrete Pavement (Method)"
- Item 360, "Concrete Pavement"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel."

**530.3. Construction.** Construct and pave intersections, driveways, and turnouts, and pave existing intersections, driveways, and turnouts as shown on the plans or as directed. Place materials in accordance with construction Articles of pertinent Items. Provide uninterrupted access to adjacent property unless otherwise directed. Ensure that abrupt elevation changes in driveway or turnout areas that serve as sidewalks do not exceed 1/4 in. and that the sidewalk area cross slope does not exceed 2%. Ready-mix concrete and hand finishing will be permitted when concrete pavement is specified unless otherwise shown in the plans for intersections.

**Project Number:** BORDER COLONIA ACCESS PROGRAM

**County:** HIDALGO COUNTY PRECINCT #3

**Highway:** VARIOUS SUBDIVISIONS

**530.4. Measurement.** This Item will be measured by each intersection, driveway, or turnout, or by the square yard of the final pavement surface. When "Intersections, Driveways, and Turnouts" or "Driveways and Turnouts" are bid, measurement will be restricted to the square yard.

**530.5. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Intersections," "Driveways," "Turnouts," "Intersections, Driveways, and Turnouts," or "Driveways and Turnouts" of the surface specified (Concrete, Asphaltic Concrete Pavement, or Surface Treatment).
This price is full compensation for furnishing and operating equipment; excavation and embankment; base and pavement materials; and labor, materials, tools, and incidentals. Drainage structures will be measured and paid for in accordance with the pertinent bid Items. Bonus and penalties for quality control and quality assurance (QC/QA) materials will not apply when payment for those materials is made under this Item.

# SPECIAL SPECIFICATION

# 5010

# Construction Exits

1. **Description.** This Item shall govern for the materials to be furnished and for the installation, maintenance, and removal of construction exits of the type and dimensions shown on the plans. This item will be used temporarily during construction to control the tracking of sediment, mud, gravel, etc. from a construction site or other areas identified by the Engineer to a public right of way, street, sidewalk or parking area.

2. **Materials.** All materials shall meet the applicable requirements as indicated below for the specified type of construction exit.

   (1) **Rock Construction Exit.** Rock used for long- and short-term construction exits shall consist of crushed stone. The aggregates shall be clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic and injurious matter.

   (2) **Timber Construction Exit.** Timber for long-term construction exits shall consist of treated railroad ties and timbers. The railroad ties and timbers shall be treated to control rot and shall be No. 2 quality or better and free of large and loose knots. Timber shall be fastened with nuts and bolts or lag bolts all of which shall meet or exceed ASTM-A307.

   Timber for short-term construction exits shall be treated to control rot and shall be No. 2 quality or better and free of large and loose knots. Plywood and/or pressed wafer board shall be a minimum of 1/2 inch thick.

   (3) **Foundation Course.** The foundation course shall be flexible base, bituminous concrete, Portland cement concrete or other materials as approved by the Engineer.

3. **Construction Methods.** When tracking conditions exist, traffic shall not be allowed to cross or leave the construction site and move directly onto a public roadway, alley, sidewalk, parking area, or other right of way in areas other than at locations of construction exits. Construction exits can be either for long or short term use. Foundation courses, if needed, shall be used with the long-term construction exits.

   (1) **Long-Term Construction Exit.** The exit shall be placed over a foundation course, if needed. The foundation course and/or compacted subgrade shall be properly graded to direct runoff from the construction exit to a sediment trap as shown on the plans or as directed by the Engineer. The exit shall normally be constructed a minimum length of 50 feet. The width shall be at least 14 feet for one-way traffic and 20 feet for two-way traffic but shall not be less than full width of all points of ingress and egress and shall be sufficient for all ingress and egress.

      (a) **Type 1 Construction Exit.** This exit shall consist of open-graded crushed stone with a size of four to eight inches as shown on the plans. The depth of the aggregate shall not be less than eight inches.

      (b) **Type 2 Construction Exit.** This exit shall be constructed of treated railroad ties and timbers as shown on the plans.

   (2) **Short-Term Construction Exit.**

      (a) **Type 3 Construction Exit.** This exit shall be either open-graded crushed stone with a size of two to four inches, or plywood or wafer board. This exit shall be used for daily operations when tracking conditions exist such as traffic crossing the construction site at locations where long-term exits are not practicable.

(b) **Type 4 Construction Exit.** This exit shall be as shown on the plans.

4. **Maintenance.** Exits shall be maintained in a condition which will prevent tracking or flowing of sediment onto public right of way. This may require periodic removal and replacement of stone or timber, or other material as conditions demand and repair and/or clean out of any measures used to trap sediment. Sediment spilled, dropped, washed or tracked onto public right of way shall be immediately removed by the Contractor and disposed of at an approved site and in a manner that will not contribute to additional siltation.

When necessary, wheels shall be cleaned to remove sediment prior to entrance onto public right of way. When washing is required, the construction exit shall be graded to drain into a sediment trap or sediment basin. Sediment shall be prevented from leaving the construction site.

The construction exits shall be removed promptly when directed by the Engineer. Discarded materials shall become the property of the Contractor for his disposal at an approved site. The area beneath the construction exit and any area damaged by the removal process shall then be stabilized by the Contractor using appropriate methods as approved by the Engineer. When the Special Specification, "Temporary Erosion, Sedimentation and Water Pollution Prevention and Control" is in the contract, stabilization shall be as defined in Subarticle 4.C. of that specification.

5. **Measurement.** Construction exits will be measured by the square yard of surface area of completed and accepted work.

Each time the Engineer directs that the construction exit(or a portion thereof) be removed or removed and replaced, it will be measured for payment.

6. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement", will be paid for at the unit price bid for "Construction Exits", of the type specified. This price shall be full compensation for securing and furnishing all materials, including all royalty and freight involved; for loosening, blasting, excavating, screening, crushing when required; for loading all materials; for hauling and delivering to the construction site; for spreading, mixing, blading, dragging, shaping and finishing; cleaning of wheels, when necessary; maintenance (except as shown below); and for all manipulations, labor, tools and incidentals necessary to complete the work.

When the Engineer directs that the construction exit (or a portion thereof) be replaced, payment will be made at the unit price bid for "Construction Exits (Remove and Replace)", of the type specified. This price shall be full compensation for the removal and replacement of the construction exit, and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

The work performed in removing the exits as described under "Maintenance" and measured under "Measurement" will be paid for at the unit price bid for "Construction Exits (Remove)", of the type specified. This price shall be full compensation for removing, loading, hauling and disposing of all materials to an approved location; for repairing the entrance; and for all manipulations, labor, tools and incidentals necessary to complete the work.

Construction of sediment traps as well as the periodic removal of accumulated sediment deposits (as described under "Maintenance") used in conjunction with the construction exit will be measured and paid for under the pertinent bid items of the Special Specification, "Earthwork for Erosion Control".

Stabilization (as described under "Maintenance") will be measured and paid for under the various pertinent bid items.

# SPECIAL SPECIFICATION

# 5249

# Temporary Sediment Control Fence

1. **Description.** This Item shall govern for the materials to be furnished and for the installation, maintenance and removal of temporary sediment control fence of the dimensions shown on the plans. This Item will be used temporarily during construction to control erosion and sedimentation.

2. **Materials.**

   (1) **Fence Description.** The fence shall be a net-reinforced fence, using woven geotextile fabric.

   (2) **Fabric.** Fabric materials shall meet the requirements of Departmental Materials Specification D-9-6230, "Temporary Sediment Control Fence Fabric".

   (3) **Posts.** Posts shall be a minimum of 48 inches long, essentially straight, and shall be wood or steel, unless otherwise shown on the plans. Soft wood posts shall be at least 3 inches in diameter or nominal 2 x 4 inches. Hardwood posts shall have a minimum cross-section of 1.5 x 1.5 inches. Steel posts shall be "T" or "L" shaped with a minimum weight of 1.3 pounds per linear foot.

   (4) **Net Reinforcement.** Net reinforcement shall be galvanized welded wire mesh of a minimum 12.5-gauge wire or equal as approved by the Engineer with a maximum opening size of 2 x 4 inches and shall be at least 24 inches wide unless otherwise shown on the plans.

   (5) **Staples.** Staples used to secure reinforcement and fabric to wood posts shall have a crown at least 3/4 inches wide and legs 1/2 inches long.

   (6) **Used Materials.** Previously-used materials from other TxDOT projects, meeting the above requirements and when approved by the Engineer, may be used. Previously used materials from within the project shall be used whenever possible.

3. **Construction Methods.** The temporary sediment control fence shall be used during construction near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. The fence may be incorporated into the erosion control measures used to control sediment in areas of higher flow. The fence installation methods shall be as specified below unless otherwise shown on the plans. The physical alignment and location of the fence shall be as shown on the plans or as directed by the Engineer.

   (1) **Installation of Posts.** Posts shall be embedded to 18 inches deep, or adequately anchored if in rock, with a spacing of 6 to 8 feet, and installed on a slight angle toward the anticipated run-off source.

   (2) **Fabric Anchoring.** Trenches shall be dug along the uphill side of the fence to anchor 6 to 8 inches of fabric. The trench shall have a minimum cross section of 6 x 6 inches. The fabric is against the side of the trench and approximately 2 inches of fabric is across the bottom in the upstream direction. The trench shall then be backfilled and hand tamped as approved by the Engineer.

   (3) **Fabric Attachment.** The reinforcement shall be attached to the end posts, if wood, by staples, or if steel, by T-clips or sewn vertical pockets at a minimum of four (4) locations. The reinforcement shall be attached to each succeeding post as approved by the Engineer. The ends of successive reinforcement sheets or rolls shall be connected at a fence post at least six (6) times with hog rings.

   The fabric shall be fastened to the top strand of reinforcement by hog rings or cord at a maximum spacing of 15 inches.

(4) **Fabric Splices.** Splices shall occur at a fence post and shall have a minimum lap of 6 inches attached in at least six (6) places. Splices in concentrated flow areas will not be permitted.

When removing temporary sediment control fence that is suitable for relocation, the Contractor shall take all necessary measures to maintain the fabric in the best condition.

Requirements for installation of used temporary sediment control fence shall include:

(1) Minimal or no visible signs of biodegradation (weak fibers)
(2) No excessive patching every 15 to 20 linear foot.
(3) Posts must not be bent and backing must not have holes.

4. **Maintenance.** The temporary sediment control fence shall be maintained in good condition (including staking, anchoring, tension adjustments, etc.) By the Contractor. All necessary work and materials to maintain the integrity of the fence, including keeping fabric free of accumulated silt, debris, etc., shall be provided until earthwork construction and permanent erosion control features are in place, and/or the disturbed area has been adequately stabilized. When the Special Specification, "Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control", is in the contract, stabilization shall be as described in Subarticle 4.C. of that specification. The areas damaged by the removal process shall be stabilized by the Contractor using appropriate methods as approved by the Engineer.

Torn or punctured fabric shall be repaired by the placement of a patch consisting of an additional layer of fabric over the damaged area. The patch shall have a minimum overlap of 18 inches in all directions and be securely attached to the repaired fabric.

When the accumulated sediment deposit reaches a depth of approximately 6 inches, it shall be removed and disposed of at approved sites in a manner that will not contribute to additional siltation. If the structure ceases to function as intended, the Engineer may direct that the fence or portions thereof be replaced. Such replacement will be measured for payment.

5. **Measurement.** Temporary sediment control fence will be measured by the linear foot of fence, complete in place, measurement being made along the centerline of the top of the fence.

Each time the Engineer directs that the temporary sediment control fence (or portions thereof) be removed or removed and replaced, it will be measured by the linear foot for payment.

6. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement", will be paid for at the unit price bid for "Temporary Sediment Control Fence". This price shall be full compensation for furnishing, placing and maintenance of the fence (except as shown below); for all required trenching, fence posts, fabric and backfill; and for all labor, tools, equipment and incidentals necessary to complete the work.

When the Engineer directs that the temporary sedimentation control fence installation (or portions thereof) be replaced, payment will be made at the unit price, bid for "Temporary Sediment Control Fence (Remove and Replace)". This price shall be full compensation for the removal and replacement of the fence installation and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

No non-damaged material will be removed from the project until such time that no new installations or replacements will be required. All sound materials removed from project installations will be placed or stockpiled for project placement or replacement. No new material will be accepted when stockpiled material is available for use. The Contractor retains ownership of the stockpiled material.

The removal of accumulated sediment deposits, as described under "Maintenance", will be measured and paid for under the pertinent bid items of the Special Specification, "Earthwork for Erosion Control".

The work performed in the final removal of the temporary sediment control fence installation as described under "Maintenance" and measured under "Measurement" will be paid for at the unit price bid for "Temporary Sediment Control Fence (Remove)". This price shall be full compensation for removing the fence from the

existing location, for stockpiling for future use, for proper disposal of damaged material, and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

Stabilization (as described under "Maintenance") will be measured and paid for under the various pertinent bid items.

# GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

*Example:*

| | |
|---|---|
| ITEM 247 | FLEXIBLE BASE (204) |
| ITEM 502 | BARRICADES, SIGNS AND TRAFFIC HANDLING |
| ITEM 530 | DRIVEWAYS AND TURNOUTS |
| ITEM 5010 | CONSTRUCTION EXITS |

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

General: The above listed specifications items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004)

## Certification
## Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: Yara M. Corbitt
Title: President
Telephone Number: 956-627-6181
Date: 8/5/13

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. 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)
Texas Cordia Construction , LLC

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☒ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
3149-A Center Pointe Dr.

Requester's name and address (optional)

City, state, and ZIP code
Edinburg, TX 78539

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
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 4 | 5 | - | 2 | 5 | 9 | 0 | 9 | 9 | 0 |

## 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 ▶ June 26, 2013

## 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: Texas Cordia Construction, LLC Telephone No. ( 956 ) 627-6181

dba Name: Texas Cordia Construction, LLC

Legal Name: Texas Cordia Construction, LLC

Mailing Address : 3149-A Center Pointe Dr. Fax No. ( 956 ) 386-0289

Physical Address: 3149-A Center Pointe Dr.

City, State, Zip Edinburg, TX 78539 Tax I.D. No. 45-2590990

Remit to Address : 3149-A Center Pointe Dr. City, State, Zip Edinburg, TX 78539

E-Mail Address: yara@texascordia.com

Representative(s) Name(s) & Title(s) Yara M. Corbitt, PE President; Isaac Heredia, Vice President

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
X 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: June 2011 Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization X Other, Specify Construction

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Yara M. Corbitt, PE

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:

## 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 |
| 2357401. |

1 Name of person who has a business relationship with local governmental entity.

Texas Cordia Construction, LLC (Yara M. Corbitt)

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

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

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

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

N/A

4

Yara M. Corbitt, PE — Yara M. Corbitt

Signature of person doing business with the governmental entity

11/6/12

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 25 day of June, 20 13.

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

General Decision Number: TX130008 01/04/2013 TX8

Superseded General Decision Number: TX20120008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

| Modification Number | Publication Date |
|---|---|
| 0 | 01/04/2013 |

* 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

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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 rates.

0000/9999: weighted union wage rates will be published annually each January.

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 majority 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.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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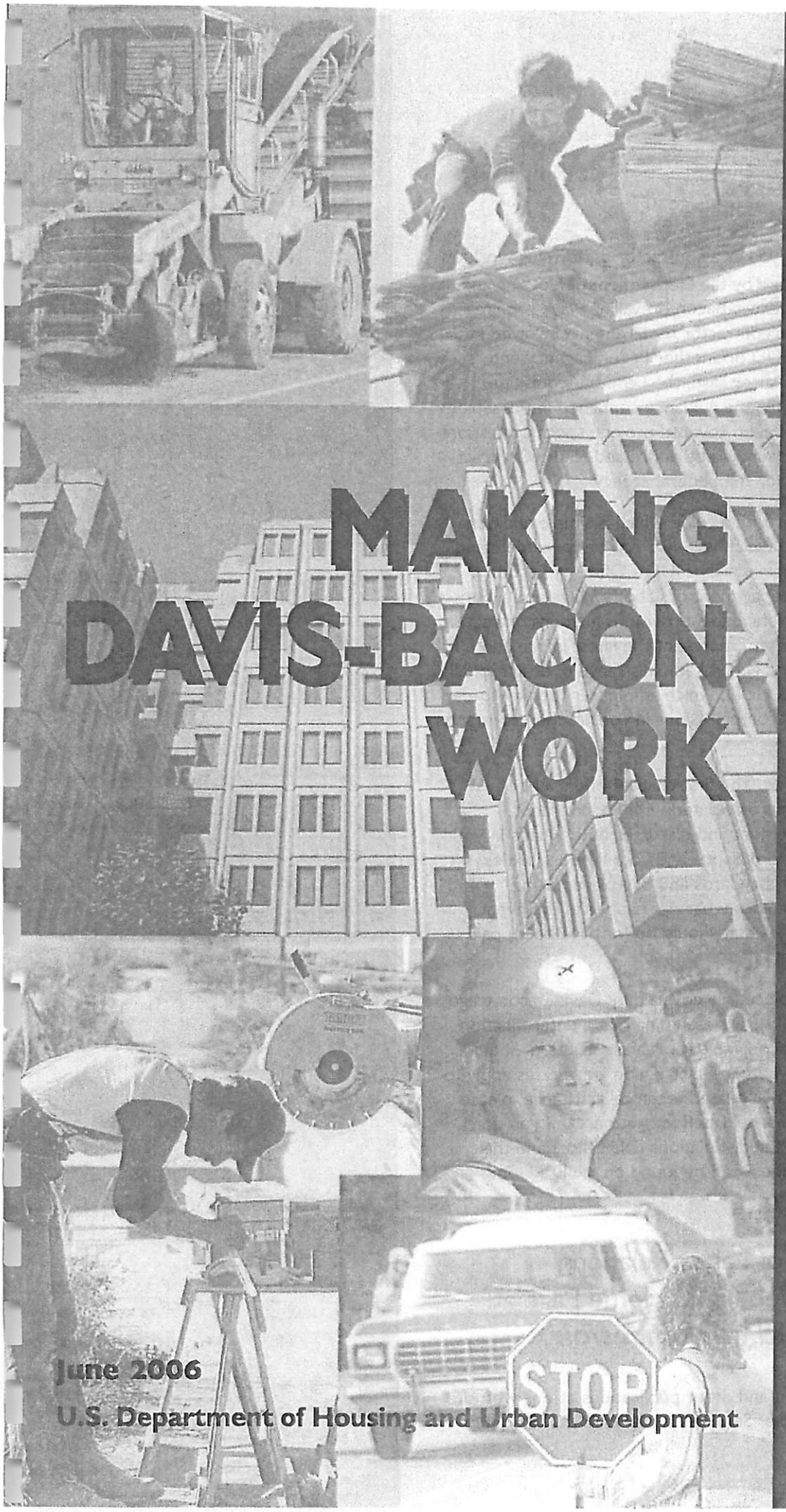
END OF GENERAL DECISION




# MAKING DAVIS-BACON WORK

*A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects*

June 2006

U.S. Department of Housing and Urban Development

# Introduction

This Guide has been prepared for you as a contractor performing work on construction projects that are ***assisted*** by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide ***does not*** address contractor requirements involved in ***direct*** Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to ***any*** Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations
on the World Wide Web HUD Home Page at:
***http://www.hud.gov/offices/olr***

Obtain additional copies of this Guide and other publications at our web site or by telephone from HUD's Customer Service Center at (800) 767-7468.

**MAKING DAVIS-BACON WORK**

*A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects*

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# CHAPTER 1. Laws, Regulations, Contracts and Responsibilities

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

## 1-1 Davis-Bacon and Other Labor Laws

### a. The Davis-Bacon Act (DBA)

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work ***is not*** covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the **Davis-Bacon and Related Acts or *DBRA*.**

### b. The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to *prime contracts* of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. *(See also* Labor Relations Letter *SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provisions,* available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

**c. The Copeland Act (Anti-Kickback Act)**

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to ***kickback*** (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

**d. The Fair Labor Standards Act (FLSA)**

The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

## 1-2 Davis-Bacon Regulations

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7.*** *Part 1* explains how the DOL establishes and publishes DBA wage determinations *(aka wage decisions)* and provides instructions on how to use the determinations. *Part 3* describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. *Part 5* covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. *Part 6* provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, *Part 7* sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web: ***http://www.dol.gov/dol/allcfr/Title_29/toc.htm***

## 1-3 Construction Contract Provisions

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are often bound into the contract specifications.

**a. The Labor Standards Clauses**

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction – Public and Indian Housing Program.

HUD program labor standards forms are available on-line at: ***www.hudclips.org/cgi/index.cgi***

**b. Davis-Bacon Wage Decisions**

The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:

***www.wdol.gov***

## 1-4 Responsibility of the Principal Contractor

The principal contractor (also referred to as the ***prime*** *or* ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. *(See Contract Administrator, below.)*

To make this Guide easier to understand, the term ***"prime contractor"*** will mean the principal contractor; ***"subcontractor"*** will mean all subcontractors including lower-tier subcontractors; and the term ***"employer"*** will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

## 1-5 Responsibility of the Contract Administrator

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see ¶2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see ¶2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. *For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff.* But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs),

Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the *contract administrator* will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

# CHAPTER 2. How to Comply with Labor Standards and Payroll Reporting Requirements

## Where to start?

Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

## SECTION I — THE BASICS

### 2-1 The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for *Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications* that may be needed for the project. The ***Davis-Bacon wage decision*** that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable ***Davis-Bacon wage decision***.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. *See ¶1-3, Construction Contract Provisions.*

#### a. The Work Classifications and Wage Rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the *contract administrator* (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

### b. Posting the Wage Decision

If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The *Notice to All Employees* poster is available on-line at HUDClips (see address in the Appendix).

## 2-2 Additional "Trade" Classifications and Wage Rates

**What if the work classification you need isn't on the wage decision?** If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an ***additional classification and wage rate***. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

### a. Additional Classification Rules

Additional classifications and wage rates can be approved if:

1) The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the *county* where the project is located).
2) The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
3) The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
4) The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

### b. Making the Request

A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

**c. HUD Review**

The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will *not* approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

**d. DOL Decision**

The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL *does not* approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

## 2-3 Certified Payroll Reports

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

You are *not required* to use Payroll Form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

**a. Payroll Formats**

The easiest form to use is DOL's WH-347, ***Payroll***. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

**b. Payroll Certifications**

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll ***certification*** language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions, and the Payroll Form WH-347, in a "fillable" PDF format at this address: ***www.dol.gov/esa/programs/dbra/forms.htm and at HUDClips.***

**c. "No Work" Payrolls**

"No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. *(See Tip Box, below, for "no work" payroll exemption!)* However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you *do not* need to submit "no work" payrolls!

**d. Payroll Review and Submission**

The prime contractor should **review** each subcontractor's payroll reports for compliance ***prior*** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

**e. Payroll Retention**

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, tax records, evidence of fringe benefit payments,

for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

**f. Payroll Inspection**

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their *own* copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

## 2-4 Davis-Bacon Definitions

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

**a. Laborer or Mechanic**

"Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1) **Working foremen.** Foremen or supervisors that regularly spend **more** than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2) **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

**b. Employee**

Every person who performs the work of a laborer or mechanic is *"employed"* regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, *Labor standards compliance requirements for self-employed laborers and mechanics.* Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the *Appendix*).

**c. Apprentices and Trainees**

The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training

programs, including *Step-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

> Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months – 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate *on the applicable wage decision* for that craft.

1) **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2) **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is ***not*** considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3) **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use *on the job site* can not exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

**d. Prevailing Wages or Wage Rates**

Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate *unless* you provide bona fide fringe benefits for your employees.

1) **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates ***provided*** the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. *Accurate time records must be maintained for any piece-work employees.* If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

**e. Fringe Benefits**

Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits ***do not*** include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

***Note*** that the *total* hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also *off*-set the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

**f. Overtime**

Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

Referring to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate *as stated on the wage decision*. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

**g. Deductions**

You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgements and other financial obligations legally imposed against the employee.

**h. Proper Designation of Trade**

You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters *even* if they aren't considered by you to be fully trained as a Carpenter. ***Remember,*** the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

1) **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each work classification in which work was performed ***only*** if you maintain accurate time records showing the amount of time spent in each classification. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

**i. Site of Work**

The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

# SECTION II
# REPORTING REQUIREMENTS

## 2-5 Completing a Payroll Report

**What information has to be reported on the payroll form?**
The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's ***name, address*** and ***social security number***; his or her ***work classification*** (who is working for you and what do they do?), the hours worked during the week, his or her ***rate of pay***, the ***gross amount earned*** (how much did they earn?), the amounts of any ***deductions*** for taxes, etc., and the ***net amount paid*** (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

**For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!**

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

**a. Project and Contractor/Subcontractor Information**

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the *week dates* in the spaces provided. Numbering payrolls is optional but strongly recommended.

**b. Employee Information**

The first payroll on which each employee appears must contain the employee's name, address and Social Security Number. Afterward, the address and Social Security Number only need to be reported if there is a change in this information.

**c. Work Classification**

Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1) **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2) **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

**d. Hours Worked**

The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours *should not* be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for *all projects*. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

**e. Rate of Pay**

Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you ***do not*** participate in approved fringe benefit programs, ***add*** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1) **Piece-work.** For any piece-work employees, the employer **must** compute an *effective hourly rate* for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

> Remember, the overtime rate is computed at one and one-half times the *basic* rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1½) + $5 = $20/hour.

**f. Gross Wages Earned**

Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

**g. Deductions**

> Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

**h. Net Pay**

Show the net amount of wages paid.

**i. Statement of Compliance**

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

> Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

**j. Signature**

Make sure the payroll is **signed** with an original signature. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent.

# SECTION III
# PAYROLL REVIEWS AND CORRECTIONS

## 2-6 Compliance Reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see ¶1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

**a. On-Site Interviews**

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, *Record of Employee Interview*, and forward the interviews to the contract administrator.

**b. Project Payroll Reviews**

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

## 2-7 Typical Payroll Errors and Required Corrections

The following paragraphs describe common payroll errors and the corrective steps you must take.

**a. Inadequate Payroll Information**

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

**b. Missing Addresses and Social Security Numbers**

If the first payroll on which an employee appears does not contain the employee's address and Social Security Number, the employer will be asked to supply the missing information. A short note providing the information is all that is needed.

**c. Incomplete Payrolls**

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a corrected payroll.

**d. Classifications**

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision ***or*** the employer may request an ***additional classification and wage rate*** (See ¶2-2). If reclassification results in underpayment (i.e., the wage rate paid on the payroll is less than the rate required for the new classification), the employer will be asked to pay ***wage restitution*** to all affected reclassified employees. *(See ¶2-8 for instructions about wage restitution.)*

**e. Wage Rates**

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

**f. Apprentices and Trainees**

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is *not* registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

**g. Overtime**

If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

1) If the project is subject to *CWHSSA overtime* requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

2) If the project is ***not*** subject to CWHSSA, the employer will be notified of the possible *FLSA overtime* violations. Also, the contract administrator may refer the violations to the DOL for further review.

**h. Computations**

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

**i. Deductions**

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

**j. Fringe Benefits**

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit corrected payrolls ***and*** will be required to pay wage restitution if underpayments occurred. *However,* if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate *plus* the fringe benefit rate), no correction is necessary.

**k. Signature**

If the payroll *Statement of Compliance* is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature(s) of a principal or other signatory.

**l. On-Site Interview Comparisons**

If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a corrected payroll report.

## 2-8 Restitution for Underpayment of Wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions.

**a. Notification to the Employer/Prime Contractor**

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

In most cases, HUD no longer requires employers to submit checks or copies of checks (certified, cashiers, canceled or other) to correct underpayments. Restitution payments are reported and certified by the employer on a correction payroll.

payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

**b. Computing Wage Restitution**

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the *adjustment rate*. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

**c. Correction Payrolls**

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution was paid and their work classification; the total number of work hours involved (daily hours are usually not applicable for restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A signed Statement of Compliance must be attached to the correction payroll.

**d. Review of Correction CPR**

The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a supplemental correction payroll within 30 days.

**e. Unfound Workers**

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

# CHAPTER 3. Labor Standards Disputes, Administrative Reviews, Withholding, Deposits and Escrow Accounts, and Sanctions

## What happens when things go wrong?

### 3-1 Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

### 3-2 Administrative Review on Labor Standards Disputes

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

**a. Additional Classifications and Wage Rates**

Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

1) **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (*for example*, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly

address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. *(See ¶2-2(d), and also DOL Regulations 29 CFR 1.8.)* All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2) **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by **DOL's *Administrative Review Board***. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. *(See also 29 CFR 1.9.)*

**b. Findings of Underpayment**

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) *or* to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1) **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review; you will be given an opportunity to correct any underpayments *or* to request a hearing before a DOL Administrative Law Judge (ALJ). *(See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)*

2) **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

## 3-3 Withholding

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are

believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. *See ¶1-4, Responsibility of the Principal Contractor, and ¶2-8, Restitution for Underpayment of Wages.*

## 3-4 Deposits and Escrows

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and payments ***provided*** the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or *escrow account* is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

a. **Where the parties have agreed to amounts of wage restitution that are due** *but* the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who can not be located are held in the deposit/escrow account for three years and disbursed as described in ¶2-8(e) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed**. The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be disbursed from the escrow account in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (*See ¶2-8(e) and 3-4(a)*).

   If the parties *do not* agree and an administrative hearing is requested, the escrow will be maintained as explained in ¶3-4(c), below.

c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

## 3-5 Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

### a. DOL Debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible ***(debarred)*** to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

### b. HUD Sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1) **LDPs.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2) **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

## 3-6 Falsification of Certified Payroll Reports

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

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# Acronyms and Symbols

CDBG – Community Development Block Grant
CFR – Code of Federal Regulations
CPR – Certified Payroll Report
CWHSSA – Contract Work Hours and Safety Standards Act
DBA – Davis-Bacon Act
DBRA – Davis-Bacon and Related Acts
DOL – Department of Labor
FHA – Federal Housing Administration
FLSA – Fair Labor Standards Act
HUD – Housing and Urban Development (Department of)
IHA – Indian Housing Authority
LCA – Local Contracting Agency
LDP – Limited Denial of Participation
O/T – Overtime
PHA – Public Housing Agency
S/T – Straight-time
SAC – State Apprenticeship Council/Agency
TDHE – Tribally-Designated Housing Entity
§ – Section
¶ – Paragraph

# Davis-Bacon – Related Web Sites*

HUD Office of Labor Relations:
***www.hud.gov/offices/olr***

HUD Regulations:
***www.access.gpo.gov/nara/cfr/cfr-table-search.html***

HUDClips (Forms and Publications):
***www.hudclips.org/cgi/index.cgi***

DOL Davis-Bacon and Related Acts Homepage:
***www.dol.gov/esa/programs/dbra/index.htm***

DOL Regulations:
***www.dol.gov/dol/allcrf/Title_29/toc.htm***

Davis-Bacon Wage Decisions:
***www.wdol.gov***

DOL Forms:
***www.dol.gov/esa/programs/dbra/forms.htm***

***Web addresses active as of June 2006**

# Project Wage Rate Sheet

U.S. Department of Housing and Urban Development
Office of Labor Relations

| PROJECT NAME: | WAGE DECISION NUMBER/MODIFICATION NUMBER: |
|---|---|
| PROJECT NUMBER: | PROJECT COUNTY: |

| WORK CLASSIFICATION | BASIC HOURLY RATE (BHR) | FRINGE BENEFITS | TOTAL HOURLY WAGE RATE | LABORERS FRINGE BENEFITS: | | $ |
|---|---|---|---|---|---|---|
| | | | | GROUP # | BHR | TOTAL WAGE |
| Bricklayers | | | $ | | | |
| Carpenters | | | $ | | | $ |
| Cement Masons | | | $ | | | $ |
| Drywall Hangers | | | $ | | | $ |
| Electricians | | | $ | | | $ |
| Iron Workers | | | $ | | | $ |
| Painters | | | $ | OPERATORS FRINGE BENEFITS: | | $ |
| Plumbers | | | $ | GROUP # | BHR | TOTAL WAGE |
| Roofers | | | $ | | | $ |
| Sheet Metal Workers | | | $ | | | $ |
| Soft Floor Layers | | | $ | | | $ |
| Tapers | | | $ | | | $ |
| Tile Setters | | | $ | TRUCK DRIVERS FRINGE BENEFITS: | | $ |
| OTHER CLASSIFICATIONS | | | | GROUP # | BHR | TOTAL WAGE |
| | | | $ | | | $ |
| | | | $ | | | $ |
| | | | $ | | | $ |

ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)

| WORK CLASSIFICATION | BASIC HOURLY RATE | FRINGE BENEFITS | TOTAL HOURLY WAGE RATE | DATE OF HUD SUBMISSION TO DOL | DATE OF DOL APPROVAL |
|---|---|---|---|---|---|
| | | | $ | | |
| | | | $ | | |
| | | | $ | | |
| | | | $ | | |

form HUD-4720
(03/2004)

**U.S. Department of Labor**
Employment Standards Administration
Wage and Hour Division

# PAYROLL

**(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No.: 1215-0149
Expires: 03/31/2008

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

| (1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE / HOURS WORKED EACH DAY | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS: FICA | WITH-HOLDING TAX | | | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 987; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|---|---|
| | |
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| | |
| | |
| | |
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| | |

REMARKS:

| NAME AND TITLE | SIGNATURE |
|---|---|
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.861

U.S. Department of Housing and Urban Development
Office of Labor Relations
Washington, DC 20410

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Penalty for Private Use $300

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Permit No. G-795

Labor Relations Desk Guide
LR01.DG

GPO U.S. GOVERNMENT PRINTING OFFICE: 2005-321-332

4812

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

**Contractor:** _____

**Contract Amount:** _____

**Project/Precinct:** _____

**Owner's Contract No.:** _____

| Item | Required Documents | Submitted & Reviewed | Approved | Comments: |
|---|---|---|---|---|
| | **INITIATION OF PROJECT:** | | | |
| 1 | Approval to Bid (Purchasing) | | | |
| 2 | Contract - Signed and Excuted | | | |
| 3 | Gen. Liability Insurance - (Expiration Date) | | | |
| 4 | Automobile Liab. Insurance - (Expiration Date) | | | |
| 5 | Worker's Comp. & Empl. Liab. (Expiration Date) | | | |
| 6 | Notice to Proceed | | | |
| 7 | Material Sample & Testing Table Sent to Auditor's Office | | | |
| | **PAYMENT REQUESTS, INCLUDING FINAL:** | | | |
| 8 | Application and Cerification of Payment (A) | | | |
| 9 | Schedule of Values a/k/a 1257/1258 | | | |
| 10 | Estimate Quantity Update Worksheet | | | |
| 11 | List of Suppliers and Sub-contractors | | | |
| 12 | Partial Waiver of Liens (Sub-contractors/suppliers) | | | |
| 13 | TxDot Form 252 Contract Time Statement | | | |
| 14 | Payroll Report w/signed Wage Form | | | |
| 15 | Change Order (Requires TxDot Concurrence | | | |
| | **RETAINAGE PAYMENT:** - Final request and request for retainage must be billed separately and approved by C.C. | | | |
| 16 | Punch List | | | |
| 17 | Certificate of Construction Completion | | | |
| 18 | Approval by Commissoner's Court | | | |
| 19 | Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B) | | | |
| 20 | Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B) | | | |
| 21 | Consent of Surety to Final Payment(with power of attorney)(B) | | | |
| 22 | Final Blue Prints | | | |

# CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIME: |
|---|---|
| Original Contract Price<br>$ 0.00 | Original Contract Time for<br>Substantial Completion: 0 calendar days or dates |
| Net Changes from previous Change Order<br>$ 0.00 | Net Change from previous Change Orders<br>0 calendar days |
| Contract Price prior to this Change Order<br>$ 0.00 | Contract Time prior to this Change Order<br>Substantial Completion: 0 calendar days or dates |
| Net Increase(decrease) of this Change Order<br>$ 0.00 | Net Increase(decrease) of this Change Order<br>0 calendar days |
| Contract Price with all approved Change Orders<br>$ 0.00<br>Net % increase(decrease)from original contract price.<br>#DIV/O! % | Contract Time with all approved Change Orders<br>Substantial Completion: 0 calendar days or dates |

**RECOMMENDED:**

By: _____
Enigineer (Authorized Signature)

Date: _____

**APPROVED:**

By: _____
Owner (Authorized Signature)

Date: _____

**ACCEPTED:**

By: _____
Contractor (Authorized Signature)

Date: _____

**Exhibit E-B**

# APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

| | |
|---|---|
| 1. Original Contract Price: | _____ |
| 2. Net change by Change Order and Written Agreements(+or-): | _____ |
| 3. Current Contract Price (1 plus 2): | _____ |
| 4. Total completed and stored to date: | _____ |
| 5. Retainage (per Agreement): | |
| 10% of completed Work: _____ | |
| _____ of stored material _____ | |
| Total Retainage: | _____ |
| 6. Total completed and stored to date less retainage (4 minus 5) | _____ |
| 7. Less previous Application for Payments: | _____ |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7) | _____ |

**Accompanying Documentation:**

**CONTRACTOR'S Certification:**
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

**Exhibit E-C**

ate C[illegible]y Upr[illegible]orks

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

| | | | | | | FIRST MONTH | | | SECOND MONTH | | | THIRD MONTH | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | UNIT | PROJECT QTY | Unit Price | Project Amount | MONTHLY QUANTITY | QTY to Date | Item Cost (Monthly) | MONTHLY QUANTITY | QTY to Date | Item Cost (Monthly) | MONTHLY QUANTITY | QTY to Date | Item Cost (Monthly) |
| | (901)ADMINISTRATIVE | | | | | | | | | | | | | |
| | (902) PRELIMINARY ENGINEERING | | | | | | | | | | | | | |
| | (903) CONSTRUCTION ENGINEERING | | | | | | | | | | | | | |
| | (904) RIGHT-OF-WAY | | | | | | | | | | | | | |
| | (905) ROADWAY CONSTRUCTION | | | | | | | | | | | | | |
| 100 | PREP ROW | Sta. | 1.100 | $1,800.00 | $1,980.00 | 1.000 | 1.000 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 110 | BACKFILL (TY A) | Sta. | 1.000 | $600.00 | $600.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 247 | FLEX BASE (RDWY DEL)(TY D GR 6 CL 4) | CY | 76.000 | $28.00 | $2,128.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 260 | LIME (TY A SLURRY) OR (TY B) | TON | 1036.000 | $2.00 | $2,072.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 260 | LIME TREAT SUBGR (DC)(12") | SY | 0.000 | $6,000.00 | $0.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 262 | LIME (TY A SLURRY) OR (TY B) | TON | 7.800 | $3,000.00 | $23,400.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 262 | LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6") | SY | 1277.800 | $6.00 | $7,666.80 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 310 | ASPH MATRL (MC-30) | GAL | 246.7 | $6.00 | $1,480.20 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 500 | MOBILIZATION | LS | 1.000 | $3,000.00 | $3,000.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 502 | BARRICADES, SIGNS, AND TRAF HANDLE | MO | 1.000 | $1,000.00 | $1,000.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 529 | CONC CURB AND GUTTER (TY A)(BARRIER) | LF | 600.000 | $7.50 | $4,500.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 644 | SMALL RDSD SGN ASSM (TY A) | EA | 2.000 | $300.00 | $600.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 644 | SMALL RDSD SGN ASSM (TY F) | EA | 2.000 | $500.00 | $1,000.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 658 | DEL ASM TY A (D-SY) | EA | 4.000 | $100.00 | $400.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 666 | REFL PAV MRK TY I (Y)(SLD)(4") | LF | 400.000 | $0.25 | $100.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 666 | REFL PAV MRK TY I (Y)(BRK)(4") | LF | 140.000 | $0.25 | $35.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 672 | RAIS PAV MRKR CL B (REFL)(TY II-A-A) | EA | 24.000 | $3.50 | $84.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 3146 | HOT MIX (TY D) | TON | 105.5 | $34.00 | $3,587.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 5249 | TEMP SEDMT CONT FENCE | LF | 70.000 | $3.00 | $210.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| | | | | | | | 0 | | | 0 | $0.00 | | 0 | 0.00 |
| | (906) DRAINAGE | | | | | | | | | | | | | |
| 464 | RC PIPE (CL III)(18") | LF | 404.000 | $25.00 | $10,100.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 464 | RC PIPE (CL III)(24") | LF | 120.000 | $30.00 | $3,600.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 465 | INLET (COMPL)(TY A) | EA | 2.000 | $2,000.00 | $4,000.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 465 | INLET (COMPL)(TY C) | EA | 2.000 | $1,500.00 | $3,000.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 465 | MANH (COMPL)(TYM) | EA | 1.000 | $2,000.00 | $2,000.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 465 | INLET EXT. | EA | 2.000 | $700.00 | $1,400.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 467 | SET (TY II)(18")(RCP)(1:6) | EA | 4.000 | $550.00 | $2,200.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |
| 467 | SET (TY II)(24")(RCP)(1:6) | EA | 1.000 | $650.00 | $650.00 | 0.000 | 0 | $0.00 | | 0 | $0.00 | | 0 | 0.00 |

| | | | |
|---|---|---|---|
| Monthly Totals: | $0.00 | $0.00 | 0.00 |
| ADMINISTRATIVE (901) | | | |
| PRELIMINARY ENGINEERING (902) | | | |
| CONSTRUCTION ENGINEERING (903) | | | |
| RIGHT-OF-WAY (904) | | | |
| Roadway (905): | $0.00 | $0.00 | 0.00 |
| Drainage (906): | $0.00 | $0.00 | 0.00 |

Total to Date

| | |
|---|---|
| Roadway (905): | $0.00 |
| Drainage (906): | $0.00 |
| Total | $0.00 |

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

Contractor Name
Starting Date
Project Ending Date
Retainage Percent

Application No.:
Application Date:
Period To:
Engineer Firm:

| Summary | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CSJ# | PROJECT NAME | Original Schedule Value | Revised Schedule Value | Payment Application No 1 | Payment Application No 2 | Payment Application No 3 | Total To Date | Balance To Finish | Retainage | Net | Payment To Date | Payment Due |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

# SCHEDULE OF VALUES
## REGAL ESTATES SUBDIVISION CONTRACT NO.: C-CAP-13-192-07-30

| Item | Code | Item Description | Unit | | Regal Subdivision<br>Thompson Road<br>CSJ#3C1080606 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | **PAVING** | | | | | | | | |
| 100 | | Preparing ROW | STA | | 12.37 | | | 12.37 | $600.00 | $7,422.00 |
| 247 | | 8" Flex Base (Compl In Place) (TYE, GR 4) | SY | | 4216 | | | 4216.00 | $6.25 | $26,350.00 |
| 251 | | Reworking BX Matl (DC) (TY D 6" ) | SY | | 4216 | | | 4216.00 | $3.08 | $12,985.28 |
| 340 | | ASPH Conc (TY D)(1 1/2") | SY | | 3645 | | | 3645.00 | $11.77 | $42,901.65 |
| 310 | | ASPH Matrl (MC-30) | GAL | | 843 | | | 843.00 | $6.10 | $5,142.30 |
| 502 | | Barricades, Signs and Traffic Handling | MO | | 2.0 | | | 2.00 | $3,100.00 | $6,200.00 |
| 530 | | Turnouts (ASPH-CONC-PAV)(PBS-2) | SY | | 30 | | | 30.00 | $52.00 | $1,560.00 |
| | | Relocate Mailboxes | LUMP SUM | | 1 | | | 1.00 | $7,200.00 | $7,200.00 |
| | | **DRAINAGE** | | | | | | | | |
| 530 | | Driveway (ASPH-CONC-PAV) (PB-1) | SY | | 372 | | | 372.00 | $23.85 | $8,872.20 |
| 530 | | Driveway (Concrete 3000 PSI) | SY | | 1007 | | | 1007.00 | $22.00 | $22,154.00 |
| 473 | | 15" ADS Culvert Pipe | LF | | 1100 | | | 1100.00 | $18.15 | $19,965.00 |
| 464 | | 18" RCP Culvert | LF | | 70 | | | 70.00 | $39.92 | $2,794.40 |
| 467 | | Safety End Treatments | EA | | 2 | | | 2.00 | $647.66 | $1,295.32 |
| 506 | | Temp Sedmt Cont Fence | LF | | 410 | | | 410.00 | $3.60 | $1,476.00 |
| 506 | | Temp Sedmt Cont Fence (Remove) | LF | | 410 | | | 410.00 | $3.20 | $1,312.00 |
| | | | | | $167,630.15 | | | TOTAL ESTIMATE | | $167,630.15 |

Form 253 (Rev. 11/82)
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, 1959

**Exhibit E-F**

# Test Report Table

| | | | | | Contractor Name | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Material | Test | Description | Required | Remarks | CSJ# | CSJ# | CSJ# | CSJ# | CSJ# |
| | | | | | | | | | |
| Subgrade | Tex-101-E Part III | Pulverization | | | | | | | |
| | Tex-113 | Moist. Density Curve | | | | | | | |
| | Tex-115-E | In-place Density | | | | | | | |
| | | Thickness | | | | | | | |
| | | Proof Roll | | | | | | | |
| Flex Base | Tex-101-E | Preparing Soils and Flex Bases | | | | | | | |
| | Tex-104-E | Determining Liquid Limit of Soils | | | | | | | |
| | Tex-105-E | Determining Plastic Limit of Soils | | | | | | | |
| | Tex-106-E | Calculating the Plasticity Index | | | | | | | |
| | Tex-107-E | Linear Shrinkage | | | | | | | |
| | Tex-110-E | Particle Size Analysis | | | | | | | |
| | Tex-113-E | Moisture Density Relationship of Base Materials(Includes Limed) | | | | | | | |
| | Tex-116-E | Wet Ball Mill Method Tex | | | | | | | |
| | Tex-117-E | Triaxial Compression for Base Material (Includes Limed) | | | | | | | |
| | Tex-115-E | In-place Density | | | | | | | |
| | | Thickness | | | | | | | |
| En-1 | IAW ASTM 4609 | | | | | | | | |
| | Tex-103-E | | | | | | | | |
| | Tex-114-E | | | | | | | | |
| | TexDOT 121 E | | | | | | | | |
| | ASTM D 4546 | | | | | | | | |
| | ASTM D 1587 | | | | | | | | |
| | Tex115-E | | | | | | | | |
| Hot Mix | Tex-207-F | Determining Density of Compacted Bituminous Mixtures | | | | | | | |
| | Tex-208-F | Test for Stabilometer Value of Bituminous Mixtures | | | | | | | |
| | Tex-210-F | Determining Asphalt Content of Bituminous Mixtures by Extraction | | | | | | | |
| | Tex-228-F | Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method | | | | | | | |
| | Tex-229-F | Combined HMAC Cold Belt Sampling and Testing Procedure | | | | | | | |
| | Tex-236-F | Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method | | | | | | | |
| | Tex-207-E | Determining Density of Compacted Bituminous Mixtures | | | | | | | |
| | Tex-212-E | Determining Moisture Content of Bituminous Mixtures | | | | | | | |
| | Tex-213-E | Determining Hydrocarbon-Volatile Content of Bituminous Mixtures | | | | | | | |
| In-Place Density | Texas SDHPT Bullentin C-14 | | | | | | | | |
| | ASTM D-2950.76 | | | | | | | | |
| | AASHTO T-166 | | | | | | | | |
| Lime | Tex-600-J | Lime Testing Procedure | | Waive testing if less than 50 Tons from a Pre-Approved Source | | | | | |
| Rcp | | Three Edge Bearing Test | | 1 pipe for each 100 pipe | | | | | |

Exhibit E-G

# ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

| | | |
|---|---|---|
| Rio Valley Pipe | 7301 W. Exp. 83 Mission, TX 78572 | (956)-584-5770 |

If you have any questions, please call me at (956) 607-0741

Best regards,
*Raul Iglesias*
Raul Iglesias, Manger

**Exhibit E-H**

# ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

| | | |
|---|---|---|
| Rio Valley Pipe | 7301 W. Exp. 83 Mission, TX 78572 | (956)-584-5770 |

If you have any questions, please call me at (956) 607-0741

Best regards,
*Raul Iglesias*
Raul Iglesias, Manger

**Exhibit E-H**

# PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

**Exhibit E-I**

## *CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS*

**PROJECT:** **PROJECT NO.**
**OWNER:**
**CONTRACTOR:**
**ENGINEER:**

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**CONTRACTOR**

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

# Prevailing Wage Rates
# Certification Statement

**Date** _____

**Project Name** _____ **CSJ#** _____

**Contractor** _____ **Application#** _____

**I,** _____ **do hereby state:**
**(Name of Project Director)**

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

**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.*

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No.: 1215-0149
Expires: 03/31/2006

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

| (1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE HOURS WORKED EACH DAY | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS FICA | WITH-HOLDING TAX | | | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |
| | | | O | | | | | | | | | | | |
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| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |

We estimate that it will take an average of 58 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-K**

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 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.

* U.S. G.P.O.:1997 519.851

**Exhibit E-K**

# 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

_____ Contractor Name

_____ Starting Date

_____ Project Ending Date

_____ Retainage Percent

| Summary | | | | | |
|---|---|---|---|---|---|
| CSJ # | CSJ Name | Original Schedule Value | Revised Schedule Value | Payment Application No 1 | Payment Application No 2 |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | | $ - | $ - | $ - | $ - |
| | TOTALS: | $ - | $ - | $ - | $ - |

Application No. _____

Application Date: _____

Period To: _____

Engineer Firm _____

| Payment Application No 3 | Payment Application No 4 | Total To Date | Balance To Finish | Retainage | Net | Payments to Date | Payment Due |
|---|---|---|---|---|---|---|---|
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| $ - | | $ - | $ - | $ - | $ - | $ - | $ - |

Contractor Name
Starting Date
Project Ending Date
Engineer's / County Project Description

Application No.:
Application Date:
Period To:
Engineer's / County Project No.:

| No. | Item Code | Description | Unit | Original Rates | Original Schedule Value Quan | Original Schedule Value Dollars | Revised Rates | Value Quan | Value Dollars | First Month Monthly Quan | First Month QTY to Date | First Month Item Cost (Monthly) | Second Month Monthly Quan | Second Month QTY to Date | Second Month Item Cost (Monthly) | Third Month Monthly Quan | Third Month QTY to Date | Third Month Item Cost (Monthly) | Total to Date | Balance To Finish Quan | Balance To Finish Dollars |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **(905) ROADWAY** | | | | | | | | | | | | | | | | | | | |
| 1 | 100 | Preparation of Right-of-Way | Sta | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 2 | 152 | 6" road Grader Work(Dens Cont.) Subgrade | SY | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 3 | 247 | 6" FL BS(Compl in Plac) | S.Y. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 4 | 310 | Asph. Matrl. (MC-30) | Gal | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 5 | 340 | Asph. Conc. Ty D | S.Y. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 6 | 500 | Mobilization | L.S. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 7 | 502 | Barricades, Signs and Traffic Handling | Mo | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 8 | 530 | Turnouts | Ea | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 9 | 5249 | Tem Sedmt Cont Fence (Installed) | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 10 | 5249 | Tem Sedmt Cont Fence Handling (Removed) | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | | 0 | - | - | - | - | - | 0.0 | 0.0 |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |
| | | **Total Roadway** | | | | - | | | - | | | - | | | - | | | - | - | 0.0 | 0.0 |
| | | | | | | | | | | | | | | | | | | | | | |
| | | **(906) DRAINAGE** | | | | | | | | | | | | | | | | | | | |
| 11 | 530 | Drvwys (Asph Conc Pav) (PRB) | S.Y. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 12 | 247 | Drvwys Flexible Base | S.Y. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 13 | 556 | 8" Storm Drain | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 14 | 556 | 18" RCP Storm Drain | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 15 | 465 | Ty "A" Inlets | Ea. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 16 | 465 | Concrete Manhole | Ea. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 17 | | 15" R.C.P. | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 18 | | Ty "A" Inlets | Ea. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 19 | | Manhole | Ea | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| 20 | | 6.0" Valley Gutter | L.F. | $ - | 0.0 | - | $ - | 0.0 | - | 0 | 0 | - | 0 | 0 | - | - | - | - | - | 0.0 | 0.0 |
| | | **Total Drainage** | | | | - | | | - | | | - | | | - | | | - | - | | |
| | | | | | | | | | | | | | | | | | | | | | |
| | | **TOTAL BASE AMOUNTS:** | | | | - | | | - | | | - | | | - | | | - | - | 0.0 | 0.0 |

Print Name

Date

Signature

**Exhibit E-O**

# CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Precinct Logo

Texas Department of Transportation

# Your Tax Dollars at Work
# Hidalgo County Pct 3

Joe M. Flores, Commissioner
Border Colonia Access Program

In Partnership with Texas Department of Transportation

## Regal Estates Subdivision

Hidalgo County Commissioner's Court

| | | |
|---|---|---|
| Ramon Garcia | – | County Judge |
| A.C. Cuellar, Jr. | - | Commissioner Pct #1 |
| Hector "Tito" Palacios | - | Commissioner Pct #2 |
| Joe M. Flores | - | Commissioner Pct #3 |
| Joseph Palacios | - | Commissioner Pct #4 |

Project Contractor: Texas Cordia Construction, LLC

Project Engineer: Javier Hinojosa Engineering

**Zimbra** **yvette.salinas@co.hidalgo.tx.us**

## RE: tx cordia.regal estates

**From :** Michael Garza <michael.garza@da.co.hidalgo.tx.us> Thu, Sep 26, 2013 04:45 PM
**Subject :** RE: tx cordia.regal estates
**To :** 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>
**Cc :** 'Agapito Vargas' <agapito.vargas@co.hidalgo.tx.us>
**Reply To :** michael garza <michael.garza@da.co.hidalgo.tx.us>

Yvette,

Our office has reviewed contract # C-CAP-13-192-07-30 and approve as to form.

Please contact me if you have any questions or concerns.

Michael Garza
*Assistant Criminal District Attorney*
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

**********
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**********

**From:** Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
**Sent:** Thursday, September 26, 2013 4:38 PM
**To:** michael garza
**Cc:** Agapito Vargas
**Subject:** tx cordia.regal estates

Michael,

Please see current auto liability acord for Texas Cordia Construction, LLC for BCAP's Regal Estates Subdivision contract # C-CAP-13-192-07-30.

Thank you,

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

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**AI-41046** **Closed Session 19. C.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Claim of Cirilo Licea

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Ivan Cantu | 10/02/2013 01:49 PM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Aida Alvarez Started On: 10/02/2013 10:29 AM

Final Approval Date: 10/03/2013

**AI-41047** **Open Session 20. C.**

**CC REGULAR**

**Meeting Date:** 10/07/2013

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Claim of Cirilo Licea

**BACKGROUND**

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| Budget & Management | Ivan Cantu | 10/02/2013 01:49 PM |
| Purchasing Department | Monica Badillo | 10/03/2013 05:49 PM |

Form Started By: Aida Alvarez Started On: 10/02/2013 10:31 AM

Final Approval Date: 10/03/2013