



**AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
November 18, 2014
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-47435** 1. Discussion, consideration, and action to amend the Hidalgo County Tax Increment Reinvestment Zone (TIRZ) Policy.

2. Discussion, consideration, and action on a Resolution expressing the intent of Hidalgo County to participate in the proposed Tax Increment Reinvestment Zone Number One, City of McAllen, Texas (the "Zone") at a participation of 77% of the M&O portion of the County's tax rate, conditioned upon creation of the Zone and negotiation of an acceptable Interlocal Agreement between the City of McAllen and the County.
 - B. AI-47412** Recognition of Hidalgo County Health and Human Services Administrative Officer Eddie Olivarez for being awarded the 2014 Texas Preparedness Leadership Award from the Texas Department of State Health Services, Community Preparedness Section.
 - C. AI-47385** Appointment and/or Re-appointment of members to the South Texas Independent School District Board of Directors
- 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 other ongoing county owned building construction and renovation repair projects
 3) Emergency situations occurring since last agenda meeting

C. AI-47410 1. Approval to accept settlement offer from Texas Farm Bureau Insurance Company in the amount of \$11,279.75 to settle total loss auto accident claim with County vehicle. (Constable P1)
 2. Approval to authorize Executive Officer Valde Guerra to sign Power of Attorney and any and all documents necessary to settle claim and facilitate the transfer of vehicle title to Texas Farm Bureau Insurance Company.

D. AI-47392 Approval to authorize Executive Officer Valde Guerra to sign Property Damage Release & Settlement Agreement form to settle total loss auto accident claim with Endeavor General Agency. (Constable P3)

8. District Attorney's Office - Roy Cazares:

A. AI-47401 Approval of the following expense in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
TDCAA	\$350.00	Registration	Elected Prosecutor Conference
Rene Guerra	\$347.77	Mileage Reimbursement	Travel from Edinburg to Austin and back.
Rene Guerra	\$479.55	Lodging	Reimburse Mr. Rene Guerra for the use of his credit card for hotel expenses.
Rene Guerra	\$156.00	Meals	Reimburse Mr. Rene Guerra for meals.

B. AI-47444 D.A. State Supplement (1281):
 1. Approval to increase the hourly pay to slot T014 in the D.A. State Supplement from \$9.19 to \$15.00.
 2. Approval of revised salary schedule.

9. County Clerk's Office - Arturo Guajardo, Jr.:

- A. AI-47425** Notification that the County Clerk's Office will be closed due to repairs required after flood damage.
Office will be closed:
Friday, December 5, 2014 - All Day
Monday, December 8, 2014 - 7:30 am - 1:00 pm
Normal office hours will resume Monday, December 8, 2014 at 1:00 pm

10. Sheriff's Office:

- A. AI-47364** DOJ - USMS - U.S. Marshal (1284):
1. Approval to accept overtime funding from the U.S. Department of Justice, U.S. Marshals Service for two (2) officers in the amount of \$28,000.00.
 2. Requesting authorization to pay overtime reimbursable under the grant terms and conditions.
 3. Approval of Certification of Revenues as certified by the County Auditor for the DOJ-USMS funding.
 4. Approval to appropriate funds in the amount of \$28,000.00 for USMS overtime funding.
- B. AI-47380** Approval to accept a donation from OXY USA, Inc. in the amount of \$1,500.00.

11. Health & Human Services Department - Eddie Olivarez

- A. AI-47304** Requesting approval to appropriate \$75.19 from the Do Well grant contract #2013-043641-001.
- B. AI-47305**
1. Requesting approval of the Certification of Revenue by County Auditor in the amount of \$128,043.85. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming reimbursement.
 2. Requesting approval to appropriate the MAC budget in the amount of \$128,043.85.
- C. AI-47357** Prenatal FY 14 (1293):
1. Requesting approval of the Certification of Revenues by the County Auditor in the amount of \$224.42. Funds are from the program income earned from the Title V - Prenatal Services FY 14 program.
 2. Requesting approval to appropriate the program income in the amount of \$224.42.
- D. Health Care Funding District:**
1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures
- E. Indigent Health Care Program:**

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

12. Elections Administration - Yvonne Ramon:

- A. **AI-47239** Canvassing of Election Results for the November 4, 2014 General Election as per Texas Election Code 67.004
- B. **AI-47240** Canvassing of Election Results for the November 4, 2014 Special Election to Elect a Sheriff and Constable (unexpired term) as per Texas Election Code Section 67.004
- C. **AI-47241** Canvassing of Election Results for the November 4, 2014 Special Election for the Creation of a Countywide Hospital District in Hidalgo County as per Texas Election Code Section 67.004.
- D. **AI-47242** Canvassing of Election Results for the South Texas Independent School District's November 4, 2014 General Election as per Texas Election Code Section 271.011 and Texas Education Code Section 26.34

13. Head Start Program - Teresa Flores:

- A. **AI-47348** Approval to Enter into the Best and Final Negotiated Contract with Leonel Garza, Jr. & Associates in the Amount of \$51,000.00 for Appraisal Services of the Head Start Facilities
- B. **AI-47347** Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

14. Budget & Management - Sergio Cruz:

- A. **AI-47339**
 1. Presentation by Alamo Insurance Group, the County's health insurance consultant
 2. Discussion, consideration and approval to amend the County's retiree medical plan
 3. Approval of Retiree medical plan premiums
- B. **AI-47398** WIC Department (1292):
Discussion, consideration, and approval to set the indirect cost allocation rate for the FY 15 WIC Grant Program, as follows:

Effective Date	Rate
October 01, 2014 to October 31, 2014	10%
November 01, 2014 to September 30, 2015	7.36%

- C. AI-47252** Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of \$6,928.83 (First Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.
- D. AI-47366**
1. Amend Hidalgo County Certificates of Obligation, Series 2006 Order.
 2. Amend Hidalgo County Limited Tax Refunding Bonds, Series 2014 Order.
 3. Consideration and approval of order authorizing issuance, sale and delivery of Hidalgo County, Texas Certificates of Obligation, Series 2014; payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law and a limited pledge (never to exceed \$1000) from the surplus net revenues from the operation of the County's parks as authorized pursuant to Chapter 320, Local Government Code; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; authorizing the use of an official statement to be used in connection with the sale of the certificates; and making other provisions regarding such certificates and matters incident thereto.
 4. Consideration and approval of order authorizing issuance, sale and delivery of Hidalgo County, Texas Tax Notes, Series 2014; payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law as authorized pursuant to Chapter 1431, Texas Government Code; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; authorizing the use of an official statement to be used in connection with the sale of the notes; and making other provisions regarding such notes and matters incident thereto.
- E. AI-47416** Re-Entry Court Grant (1289)/DA's (1100)/Public Defender (1100):
1. Requesting approval to correct the recipient of supplemental pay allowance, previously approved by Commissioners Court on 10/14/2014 (refer to AI- 46800, item 13.A) as follows:

Department	Employee No.	Position Title	Current Amount	Correct Amount
Crim. DA (080-002)	77917	Assistant District Attorney IV	\$9,752.00	-0-
Public Defender's Office (085-003)	120227	Chief Public Defender	-0-	\$ 9,844.00

2. Approval of interdepartmental transfer(s).
3. Approval of corrected salary schedule(s).

15.

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-47445** Acceptance and approval to execute a negotiated agreement (subject to legal review) with Hellmuth, Obata, & Kassabaum, LP (aka HOK), "Professional Architectural Consulting Services-Design & Construction of Court House & Judicial Buildings" of existing Schematic Designs for the construction of a new Hidalgo County Courthouse," (as approved for negotiations on CC 10/14/14).
2. **AI-47208** Presentation of bids received for the purpose of award and approval of contract document to the responsible vendor submitting the lowest and best bid and meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Bio-Hazardous Waste Disposal Services RFB No. 2014-351-10-22-SMA.

B. County Clerk:

1. **AI-47441**
 - A. Request from County Clerk for exemption from HCCC approved Order for Major Purchases Deadline date of October 3, 2014 as budget line items were being reviewed and analyzed for funding of needed furniture;
 - B. Authority to purchase chairs (as detailed in supporting documentation) through Gateway Printing(TXMAS cooperative purchasing program awarded vendor) in the amount of \$15,352.50 with written confirmation by Gateway Printing that items will be delivered prior to 12-31-14 with authority to process requisition and approve a Purchase Order.

C. Pct. 1

1. **AI-47404** Acceptance and approval of the final construction contract documents for the project: Hidalgo County Precinct No. 1 "Sioux Road Paving and Drainage Improvements (from Tower to Valverde Rd)" (CC award action on AI-47118, 10/28/14) to 2GS, LLC, in the total amount \$740,819.60 (Contract# C-14-362-10-28).

D. Pct. 2

1. **AI-47422** Approval of correction to caption on AI#47272 approved on November 10, 2014, for the amount of Requisition#266657 to reflect \$47,565.11 instead of \$42,196.59 to include labor to install fencing at the Precinct 2 Equipment & Maintenance Facility.
2. **AI-47423**
 - A. Ratification of fully executed of Change Order No. 2 to increase Twenty (20) Days in connection with the "Hidalgo Co. Pct 2 Equipment Maintenance Facility" from contracted vendor, Holchemont, Ltd., and as recommended by project architect, ERO Architects;
 - B. Ratification of fully executed of Change Order No. 3-R increase of \$9,795.25 and Seventy-four (74) Days in connection with the "Hidalgo Co. Pct 2 Equipment Maintenance Facility" from contracted vendor, Holchemont, Ltd., and as recommended by project architect, ERO Architects;
 - C. Ratification of fully executed Authorization No. 3 (Construction Change Directive) in the amount of \$87,774.28 (Allowances) in connection with the "Hidalgo Co. Pct 2 Equipment Maintenance Facility" from contracted vendor, Holchemont, Ltd., and as recommended by project architect, ERO Architects.

E. Pct. 4

1. **AI-47432**
 - A. Requesting approval of an (On Call) "professional engineering services" Agreement with DOS LOGISTICS, INC. for: "Road and Bridge, C.I.P. and Other Projects in General" located within Hidalgo County Precinct No. 4.
 - B. Requesting approval of an (On Call) "professional surveying services" agreement with DOS LAND SURVEYING for: "Surveying Services" for projects located within Hidalgo County Precinct No. 4.
 - C. Requesting approval of an (On Call) professional services agreement with HARVEY L. HEERSSSEN d/b/a HLH APPRAISAL SERVICES for the purposes of "Review of Appraisal Services" for projects located within Hidalgo County Precinct No. 4.

F. HIDTA

1. **AI-47273**
 - A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(7)(A); items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
 - B. Approval of a "Sole Source Declaration" for "CelleBrite-Universal Forensic Products" for the purchase of the upgraded version of the UFED System to the UFED Logical Touch Model (as current model obsolete and

will no longer be supported) by CelleBrite; including any present, future accessories, licenses, maintenance and support services to be used by HIDTA Task Force and other related Hidalgo County Law Enforcement Agencies (all funding sources) with said declaration to remain in effect while declaration is in place or until revoked by HCCC;

C. Approval for HIDTA Task Force to purchase the "UFED Logical Touch Model" through assigned requisition #266620 in the amount of \$5,683.99 pursuant to the surplus processing by Hidalgo County's Fix Asset Division for the purposes of removing item from the asset inventory thus allowing HIDTA for trade-in credit as reflected in the proposed quote.

G. WIC

1. **AI-46895** Presentation of responsible vendor submitting the lowest and best bid as detailed in tabulation sheet contained herein & meeting all specifications and/or requirements for the purpose of award and approval of contract (not exceed the statutory procurement threshold of \$50K) for the Request for Sealed Quotes titled: Hidalgo County WIC Program -"Purchase of Medical Gloves" through project No.: 2014-304-09-05-SGS.

H. Facilities Management:

1. **AI-47371** Presentation of a request from the Edinburg Boys & Girls Club and pursuant to a Hidalgo County Commissioners Court "finding" under Texas Local Government Code, Chapter 263, Section 152 (4)(A)(B)(C), the disposition of two (2) "used" USA Flags (from Buildings & Grounds which by their condition) that can no longer be displayed on flag poles and comply with all sections of said chapter thus are hereby "donated".

I. Budget & Management

1. **AI-47261** Approval for HC to exercise the 2nd (of 2 possible 1 year extensions) as provided in RFP No. 2010-195-09-22-YSI Property & Casualty Insurances with acceptance and approval of detailed schedule of premiums/fees as attached hereto as 2015 Coverage Summary for Property & Casualty Insurance policies in the total amount of \$2,662,491.00 effective January 01, 2015 through January 01, 2016 with authority for County Treasurer to issue payment(s)/check(s) after review, audit and processing procedures completed by County Auditor with the authority for Valde Guerra, HC Executive Officer to sign any applicable documentation.
2. **AI-47418** Approval for HC to exercise the first (1st) (of two (2) possible) one (1) year extensions as provided in RFP No. 2013-155-11-20-YSI Excess Workers Compensation Insurance with acceptance and approval of Premiums & Fee Schedule as submitted by and through Montalvo Insurance Agency as 2015 Coverage in the total amount of \$188,143.00 effective January 01, 2015 through January 01, 2016 with authority for County Treasurer to issue

payment(s)/check(s) after review, audit and processing procedures conducted by County Auditor with the authority for Valde Guerra, HC Executive Officer to sign any applicable documentation.

J. Colonia Access Program Pct. 2

1. **AI-47362**
 - A. Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for Pct No. 2 for Border Colonia Round III with R. Gutierrez Engineering Corporation as authorized and approved for negotiations by CC on 10/28/14;
 - B. Requesting approval of Work Authorization No. 1 for contract # C-CAP-14-400-10-28 with a proposed fee of \$19,583.34 with R. Gutierrez Engineering Corporation to provide Plans, Specifications and Estimate and Construction Inspection for Round 3 BCAP Project to Hidalgo County Precinct No. 3 for Las Fuentes a Border Colonia Access Program Round III Project.

K. Co. Wide

1. **AI-47354** Presentation of bids received (detailed and attached herein) for the purpose of award and approval of contract document to the responsible vendor submitting the lowest and best bid plus meeting all specifications and/or requirements as attached hereto for: Hidalgo County (ALL FUNDING SOURCES) RFB No. 2014-323-11-05-MEG

16. 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-47405** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County
- D. **AI-47395** Case No. 0913-S-T-026; Rene Montez v Sheriff's Office
- E. **AI-47389** Leihliana Ruelas, Deyanira Ruelas v. Hidalgo County

17. Open Session:

- A. Real Estate Acquisition and appropriation for same
- B. Pending and/or potential litigation

- C. **AI-47406** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County
- D. **AI-47396** Case No. 0913-S-T-026; Rene Montez v Sheriff's Office
- E. **AI-47390** Leihliana Ruelas, Deyanira Ruelas v. Hidalgo County

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

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

20. Adjourn

AI-47435

County Judge's Office 6. A.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Roberto Villarreal

Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Discussion, consideration, and action to amend the Hidalgo County Tax Increment Reinvestment Zone (TIRZ) Policy.
2. Discussion, consideration, and action on a Resolution expressing the intent of Hidalgo County to participate in the proposed Tax Increment Reinvestment Zone Number One, City of McAllen, Texas (the "Zone") at a participation of 77% of the M&O portion of the County's tax rate, conditioned upon creation of the Zone and negotiation of an acceptable Interlocal Agreement between the City of McAllen and the County.

BACKGROUND

Attachments

legal approval

Resolution

Order

draft

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2014 02:55 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: SANDRA DELEON		Started On: 11/14/2014 02:39 PM
	Final Approval Date: 11/14/2014	

From: "Debra L. Goetz" <dgr@atlashall.com>
To: "Michael Leo" <michael.leo@co.hidalgo.tx.us>
Cc: "Roberto Villarreal" <roberto.villarreal@co.hidalgo.tx.us>
Sent: Friday, November 14, 2014 11:47:40 AM
Subject: Hidalgo County TIRZ -- agenda

Michael –

Steve reviewed the below captions (the prior proposed ones with the number changed) and did not have any comments:

- Discussion, consideration, and action to amend the Hidalgo County Tax Increment Reinvestment Zone (TIRZ) Policy.
- Discussion, consideration, and action on a Resolution expressing the intent of Hidalgo County to participate in the proposed Tax Increment Reinvestment Zone Number One, City of McAllen, Texas (the "Zone") at a participation of 77% of the M&O portion of the County's tax rate, conditioned upon creation of the Zone and negotiation of an acceptable Interlocal Agreement between the City of McAllen and the County.

I told him that you were having them put on the agenda, so we are not forwarding them on—if you need us to do so, please let me know.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number [\(956\) 632-8242](tel:9566328242)
Main Number (956) 682-5501
Fax Number [\(956\) 686-6109](tel:9566866109)
E-mail Address dgr@atlashall.com



E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

**RESOLUTION OF INTENT TO PARTICIPATE IN PROPOSED
REINVESTMENT ZONE NUMBER ONE, CITY OF MCALLEN, TEXAS**

WHEREAS, the County of Hidalgo desires to promote and encourage the orderly growth and development within the County, and encourage the creation of economic development and new jobs within the County; and

WHEREAS, the City of McAllen (“City”) has informed the County that the City intends to annex approximately 2500 acres of land, and to create a tax increment reinvestment zone (“TIRZ”) on such land within the corporate limits of the City of McAllen to be named “Reinvestment Zone Number One, City of McAllen” (and also to be known as the “Tres Lagos TIRZ”), in order to cause the expansion of the tax base through establishment of new quality commercial, retail, and residential development; and

WHEREAS, the Tres Lagos TIRZ, as proposed, will contain more than 2000 acres of contiguous property which is currently predominately vacant and used for agricultural purposes, will add over \$2,000,000,000.00 to the tax rolls of the County, will eliminate the County’s costs for street maintenance and emergency services within the TIRZ after creation due to the City providing such services, and will require the use of recycled water and availability of high speed fiber data service to each future home and business in the TIRZ, resulting in significantly more tax revenue to the County and less street maintenance and emergency services cost than would likely occur without the establishment of the TIRZ; and

WHEREAS, the Tres Lagos TIRZ, as proposed, would satisfy the requirements of Section VI.3.a.ii of the Amended and Restated Tax Increment Reinvestment Zone Participation Policy for Hidalgo County adopted November 18, 2014 (the “TIRZ Policy”), and would authorize County participation at an amount not to exceed 100% of the Applicable M&O Tax Rate, as such term is defined in the TIRZ Policy, for a term of up to 30 years; and

WHEREAS, a Joint City and County Committee reviewed the merits and desirability of in the proposed TIRZ and has recommended the City participate at a level of 80% of the City’s M&O tax rate and the County participate at a level of 77% of the Applicable M&O Tax Rate, each for a term of 30 years, and the City has formally requested the County to participate in the proposed TIRZ on such terms, subject to the negotiation and future approval of an acceptable interlocal agreement in accordance with the TIRZ Policy; and

WHEREAS, based on the benefits and special circumstances for economic development that will be generated through the creation of, and participation by the County in, the proposed Tres Lagos TIRZ, the County wishes to express its intent to participate in the proposed Tres Lagos TIRZ at a level of 77% of the Applicable M&O Tax Rate for a term of 30 years, subject to negotiation and future approval by the Commissioners Court of an acceptable interlocal agreement in accordance with the TIRZ Policy;

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby express its intent to participate in the proposed Tax Increment Reinvestment Zone Number One, City of McAllen (the “Zone”) at a level of 77% of the Applicable M&O Tax Rate on the tax increment generated within the Zone for a term of 30 years, subject to and conditioned on all of the following:

1. When the Zone is created, the Zone contains more than 2,000 contiguous acres of land.
2. When the Zone is created, the property in the Zone is predominately vacant and used for agricultural or open space purposes.
3. The property in the Zone is annexed into the corporate limits of the City of McAllen within one year of the creation of the Zone.
4. When the Zone is created, the Zone is projected to result in an increase of tax base of at least \$2,000,000,000.
5. When the Zone is created and throughout the life of the Zone, the City will relieve the County of responsibility for street maintenance and emergency services within the Zone.
6. When the Zone is created and throughout the life of the Zone, the Zone requires the use of recycled water for open space areas and the availability of high speed fiber data service to each future home and business in the Zone.
7. The City of McAllen participates at a level of 80% of the City's M&O tax generated within the Zone for a term of 30 years.
8. If not previously provided to the County, all information required pursuant to the Policy is provided to the County so that the County may complete its review of the Zone in accordance with the Policy.
9. An interlocal agreement between the City of McAllen and the County setting forth acceptable terms and conditions for participation in the Zone by the County is presented to and approved by the Hidalgo Commissioners Court in furtherance of the intent expressed herein and in accordance with applicable law and the Policy.

Approved this 18th day of November, 2014.

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
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
Hidalgo County Clerk

**ORDER ADOPTING AMENDED AND RESTATED TAX INCREMENT
REINVESTMENT PARTICIPATION POLICY FOR
HIDALGO COUNTY, TEXAS**

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted the Hidalgo County Tax Increment Reinvestment Participation Policy (as amended, the "Policy") pursuant to which Hidalgo County, on a case-by-case basis, gives consideration to participating in tax increment reinvestment zones as a stimulation for economic development in Hidalgo County pursuant to chapter 311 of the Texas Tax Code.

WHEREAS, the Commissioners Court of Hidalgo County has reviewed the Policy and now desires to amend the Policy in order to better provide for the stimulation of economic development in Hidalgo County.

NOW, THEREFORE IT IS HEREBY ORDERED that the Commissioners Court of Hidalgo County, Texas, hereby adopts the Amended and Restated Tax Increment Reinvestment Participation Policy for Hidalgo County, Texas, attached as Exhibit A.

PASSED, APPROVED, ADOPTED AND ORDERED this the 18th day of November, 2014, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF
THE HIDALGO COUNTY COMMISSIONERS COURT

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
County Commissioner, Pct. 4

Attested to:

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ,
L.L.P.

ARTURO GUAJARDO, JR.
County Clerk

By: _____
STEPHEN L. CRAIN

EXHIBIT A

AMENDED AND RESTATED TAX INCREMENT REINVESTMENT ZONE PARTICIPATION POLICY FOR HIDALGO COUNTY

AS AMENDED NOVEMBER 18, 2014

I. General Purpose and Objectives

Hidalgo County is committed to the promotion of high quality development in all parts of the County and to ongoing improvement in the quality of life for its citizens. The County has determined that certain types of investment result in (i) the development or redevelopment of an area, (ii) creation of new jobs, (iii) new income and (iv) positive economic growth, all of which can be beneficial to the County as a whole. The County will, on a case-by-case basis, give consideration to participating in Tax Increment Reinvestment Zones to stimulate economic development in the County. It is the policy of the County that said consideration will be provided in accordance with the criteria outlined in this document. The County is not obligated to participate in a Tax Increment Reinvestment Zone ("TIRZ") and nothing herein will imply or suggest that the County is under any obligation to participate in a TIRZ. Applications for the County's participation in a Tax Increment Reinvestment Zone will be considered on a case-by-case basis, and the decision to approve or deny the County's participation to any particular applicant will be at the discretion of the Commissioners Court of the County. Adoption of this policy does not (1) limit the discretion of the Commissioners Court to decide whether to participate in a Tax Increment Reinvestment Zone, (2) limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider participation in a Tax Increment Reinvestment Zone, or (3) create any property, contract or other legal right in any person to have the County consider or authorize the County's participation in a Tax Increment Reinvestment Zone.

II. Statutory Authority

Chapter 311 of the Texas Tax Code, the Tax Increment Financing Act (the "Act"), grants counties and cities the authority to create and participate in Tax Increment Reinvestment Zones.

To be designated as a Tax Increment Reinvestment Zone, an area must substantially arrest or impair the sound growth of the municipality or county creating the zone, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the Hidalgo County public health, safety, morals, or welfare in its present condition and use as stated in Chapter 311 of the Texas Tax Code or otherwise meet the requirements of Section 311.005 of the Act.

Prior to creation of a TIRZ, and for the County's consideration and participation in a Tax Increment Reinvestment Zone, all creating entities must fully comply with the requirements listed in Chapter 311 of the Texas Tax Code. The County will not consider participating in a Tax Increment Reinvestment Zone that has not complied with all the statutory requirements.

III. Definitions

1. "Act" means Chapter 311 of the Texas Tax Code, the Tax Increment Financing Act.
2. "Base Year" means the year in which a Tax Increment Reinvestment Zone is created by ordinance or order.
3. "Applicable M&O Tax Rate for any given year means the lesser of (i) the Base Year M&O Tax Rate and (ii) the M&O Tax Rate for the given year.
4. "County" means Hidalgo County.
5. "County M&O Tax Rate" means that portion of the ad valorem tax rate used by the County for maintenance and operation. At the time this amended and restated policy was adopted, the County M&O Tax Rate was 0.5225 per \$100 dollars of valuation, which is subject to change by the County in accordance with applicable law.
6. "Creating entity" means the entity that has or will adopt an ordinance or order for the creation of a Tax Increment Reinvestment Zone.
7. "Special Circumstances" means the criteria set forth in section VI.3.a below have been met.
8. "Tax Increment Fund" means the tax increment fund created by the creating entity for the deposit of Tax Increment Payments.
9. "Tax Increment Payment" means the total amount of ad valorem taxes levied and collected each year by participating entities that the County has agreed to pay to the Tax Increment Fund.

10. "Tax Increment Reinvestment Zone", "TIRZ" or "zone" is an area designated by a government entity in accordance with and as authorized by Chapter 311 of the Texas Tax Code.
11. "TIRZ Project Plan" means a project plan as defined by Section 311.002(2) of the Texas Tax Code and as used in the Act.
12. "TIRZ Financing Plan" means a reinvestment zone financing plan as defined by Section 311.002(3) of the Texas Tax Code and as used in the Act.
13. "Transportation Zone" means Transportation Reinvestment Zone Number Two, Hidalgo County.

IV. Requirements

An applicant requesting the County's participation in a TIRZ must provide:

1. A proposed TIRZ Project Plan.
2. A proposed TIRZ Financing Plan.
3. A statement of the regional impact of the project for community/economic development.
4. A legal description and a map of the proposed TIRZ, including a map showing the location of the proposed TIRZ within an existing Enterprise Zone, if applicable, and the overlap, if any between the proposed TIRZ and the Transportation Zone. If the proposed TIRZ has an unusual configuration, a written explanation of the configuration, unless such information is included in other materials provided pursuant to this section.
5. Copy of the Public Hearing Notice for Creation of the TIRZ, if applicable.
6. Copy of all ordinances pertaining to the TIRZ, if applicable.
7. A statement specifying how the TIRZ meets the criteria set forth in Section 311.005 for creation of a TIRZ, unless such information is included in other materials provided pursuant to this section.

8. If applicable, a statement supporting the existence of Special Circumstances, and supporting documentation if not included in other materials provided pursuant to this section.
9. Such additional information as may be requested by the County for purposes of evaluating the proposed TIRZ and the impact on the County.

Information must be provided in paper and electronic form to:

Hidalgo County Judge's Office
Economic Development Division
302 W. University Dr.
Edinburg, TX 78539

V. Eligibility:

All TIRZ applications shall be reviewed by a TIRZ Review Committee composed of the following:

1. A representative from the office of the Precinct Commissioner in which the proposed project is located;
2. A representative from the Hidalgo County Judge's Office-Economic Development Division, and
3. A representative from the Hidalgo County Department of Budget and Management.

A recommendation by the TIRZ Review Committee will be made to the Hidalgo County Commissioners' Court based on whether the proposed project meets the criteria set forth herein. In order for the TIRZ Review Committee to make a favorable recommendation, the TIRZ Review Committee must conclude that the TIRZ application at a minimum demonstrated each of the following:

- a. Creation of a TIRZ is necessary for quality development in the proposed area;
- b. The proposed TIRZ area can be quickly developed if proper infrastructure is constructed;

- c. A TIRZ is the appropriate incentive tool to recruit or relocate worthy projects for community development;
- d. The proposed TIRZ is likely to have an increase in real property taxable value within the first three years following the creation of the TIRZ; and

The TIRZ Review Committee must consider the following:

- a. Public purpose of the proposed TIRZ;
- b. Probability of development or redevelopment solely through private investment in the reasonably foreseeable future without County participation in a TIRZ;
- c. Public improvements outlined and regional impact of public improvements;
- d. Attraction of new development;
- e. Impact to the County General Fund;
- f. Risks associated with the County's participation in the TIRZ; and
- g. Alternative economic development tools that can be used to promote community/economic development.

VI. Hidalgo County Participation:

1. The County's participation in any TIRZ will be limited to ad valorem real property taxes.
2. General Participation Not to Exceed 50% of the Applicable M&O Tax Rate on the Tax Increment. Except as specified in section VI.3 below, the County's participation in a TIRZ shall not exceed fifty percent (50%) of the revenue generated from the Applicable M&O Tax Rate as assessed and collected on the tax increment for the respective tax year. If the County M&O Tax Rate is greater than the Base Year County M&O Tax Rate during any year during the term of a zone in which the County participates, the County shall retain all taxes collected in excess of the 50% Base Year County M&O Tax Rate as assessed and collected on the tax increment for the respective tax year. If the County M&O Tax Rate is lower than the Base Year County M&O Tax Rate during any year during the

term of a zone in which the County participates, the County contribution shall not exceed 50% of that year's lower County M&O Tax Rate.

3. Special Circumstances Allowing Participating Not to Exceed 100% of Applicable M&O Tax Rate. The TIRZ Review Committee may recommend the County participate at a rate in excess of 50% of the Applicable M&O Tax Rate in accordance with the provisions of this section.
 - a. For purposes of this section, special circumstances exist when a project meets all of the criteria set forth in either (i) or (ii) below:
 - i. the project includes both (A) development of sports and/or entertainment facilities and (B) development or redevelopment of public works, facilities or buildings; or
 - ii. the project includes all of the following:
 - (A) the zone is greater than 500 acres,
 - (B) the zone is situated entirely within the extra territorial jurisdiction of the municipality creating the zone;
 - (C) the entire zone must be annexed by the municipality within 12 months of the municipality's creation of the zone; and
 - (D) the municipality will be responsible for services (i.e. police, fire, road maintenance) within the zone that, absent the annexation and creation of the zone, would be the County's obligation.
 - b. When the County finds that Special Circumstances criteria above are met, the County may in its discretion opt to participate at a greater amount than set forth in section VI.2, but shall not exceed one hundred percent (100%) of the Applicable M&O Tax Rate as assessed and collected on the tax increment for the respective tax year. If the County M&O Tax Rate is greater than the Base Year County M&O Tax Rate during any year during the term of a zone in which the County participates, the County shall retain all taxes collected in excess of the 100% Base Year County M&O Tax Rate as assessed and collected on the tax increment for the respective tax year. If the County M&O Tax Rate is lower than the Base Year County M&O Tax Rate during any year during the term of a zone in which the County participates, the County contribution shall not exceed 100% of that year's lower County M&O Tax Rate.

4. In addition to the other limitations set forth herein, with respect to any property during any given period, the County shall not commit an aggregate of more than one hundred percent (100%) of the Applicable M&O Tax Rate to a TIRZ and the Transportation Zone. Accordingly, (i) with respect to property that is within the overlap between the Transportation Zone and a TIRZ, notwithstanding the existence of special circumstances set forth in section VI.3 above, the County's maximum participation in a TIRZ prior to the expiration of the Transportation Zone is fifty percent (50%) of the revenue generated from the Applicable M&O Tax Rate as assessed and collected on the tax increment for the respective tax year and (ii) in the case of Special Circumstances, the County may participate in excess of such amount (not to exceed 100% of the Applicable M&O Tax Rate) outside of the overlap between the Transportation Zone and the TIRZ.
5. The County's participation in a TIRZ shall not be for a period greater than 20 or, in the event Special Circumstances apply, 30 years.
6. The County's participation shall be limited to reimbursement of public infrastructure costs.
7. The aggregate amount of the County's participation in a TIRZ shall not exceed either:
 - (i) the creating municipality's total contribution to a zone; unless (A) Special Circumstances apply and (B) the municipality is contributing a greater percentage of its tax rate than the County is contributing; and
 - (ii) the maximum total contribution agreed to by the County in an Interlocal Agreement with the entity creating a TIRZ and the developer (if applicable).
8. In the event the County decides to participate in a Tax Increment Reinvestment Zone, an Interlocal Agreement between the entity creating a TIRZ, the developer (if applicable), and the County must be negotiated, approved and executed before any tax increment payments are made. The Interlocal Agreement must outline payment procedures. The duration of an agreement shall be for a period of time determined appropriate by the Commissioners' Court of the County, which shall not exceed the period set forth in section VI.5 above.

9. The County's contribution shall not be used for (i) economic development incentives, (ii) grant matching funds, (iii) any use not allowed hereunder or (iv) any items not allowed under applicable law.
10. Except for contributing its respective Tax Increment Payment to the Tax Increment Fund, the County shall not have any obligation or responsibility for any costs or expenses associated with the development of the Tax Increment Reinvestment Zone or the implementation of the Project Plan.
11. Questions regarding the Hidalgo County Tax Increment Reinvestment Zone Participation Policy should be directed to:

Hidalgo County Judge's Office
Economic Development Division
302 W. University Dr.
Edinburg, TX 78539
(956) 318-2600

AI-47412

County Judge's Office 6. B.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition of Hidalgo County Health and Human Services Administrative Officer Eddie Olivarez for being awarded the 2014 Texas Preparedness Leadership Award from the Texas Department of State Health Services, Community Preparedness Section.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2014 10:17 AM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Monica Badillo		Started On: 11/14/2014 09:37 AM
	Final Approval Date: 11/14/2014	

AI-47385

County Judge's Office 6. C.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Yolanda Chapa

Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Appointment and/or Re-appointment of members to the South Texas Independent School District Board of Directors

BACKGROUND

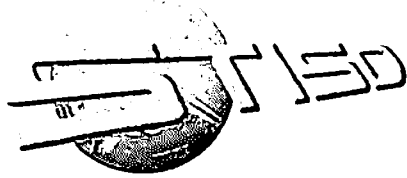
Term will be from November 2014 - November 2018

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/13/2014 04:19 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: SANDRA DELEON		Started On: 11/13/2014 11:21 AM
	Final Approval Date: 11/14/2014	



SOUTH TEXAS
Independent School District

South Texas Academy for Medical Professions
South Texas Business, Education & Technology Academy
South Texas High School for Health Professions
South Texas Preparatory Academy
The Science Academy of South Texas

100 Med High Dr. • Mercedes, TX 78570
Phone: (956) 565-2454 • Fax: (956) 565-4639

June 25, 2014

The Honorable Ramon Garcia
Hidalgo County Judge
Hidalgo County Courthouse
P. O. Box 1356
Edinburg, Texas 78540

RECEIVED
JUL 02 2014
COUNTY JUDGE

Dear Judge Garcia,

The term of office for four South Texas Independent School District directors presently serving at-large positions for Hidalgo County runs until the first Tuesday in November or November 4, 2014.

Title 2 of the Texas Education Code, §26.34 (b) (as continued in effect by Texas Education code 11.301) entitled "Subsequent Selection of Directors," specifically addresses your responsibility regarding the selection of at-large directors:

(b) At the expiration of the term of office of each director at-large, the county judge of the county from which the director was appointed must appoint his successor.

The at large positions for which you must appoint a director two are new positions that need to be filled and three are currently held by the following:

- Mr. Javier Farias from McAllen. He currently serves on the Policy & Curriculum Committee, has achieved the required board member training and has attended 88% of the board meetings for the last year. Mr. Farias was appointed to complete the vacated term by Dr. Fausto Meza.
- Mrs. Maria G. Leal from Palmhurst. She currently serves in the Finance Committee, she has achieved the required board member training and has attended 93% of the board meetings in the last four years.
- Mrs. Berta Palacios from San Juan. She currently serves on the Policy & Curriculum Committee, has achieved the required board member training and has attended 67% of the board meetings for the last four years.
- Dr. Richard Fleming, MD from Mission. He currently serves on the Buildings & Grounds Committee, has achieved the required board member training and has attended 43% of the board meetings for the last two years.

Marla M. Guerra, Ed.D.
Superintendent

Jeff Hembree
Deputy Superintendent

Marla R. Knaub
Assistant Superintendent for Finance

Please feel free to call me at (956)514-4216 should you have questions about this process. Also for your convenience, please find directory information for board members in the event you need to contact the president or an incumbent director. I will need to know of your appointment early in November so those beginning new terms may be sworn in at the November 25, 2014 board meeting.

Sincerely,

A handwritten signature in cursive script that reads "Marla M. Guerra".

Marla M. Guerra, Ed.D.
Superintendent of Schools

C: Homero Garcia, Board President

Enclosure: Board Member Directory

AI-47410

Comm. Court Executive Office 7. C.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

1. Approval to accept settlement offer from Texas Farm Bureau Insurance Company in the amount of \$11,279.75 to settle total loss auto accident claim with County vehicle. (Constable P1)
2. Approval to authorize Executive Officer Valde Guerra to sign Power of Attorney and any and all documents necessary to settle claim and facilitate the transfer of vehicle title to Texas Farm Bureau Insurance Company.

BACKGROUND

DOI: 09/10/14 Acct #: 4-1100-360-00-000-005-0-000

Attachments

Texas Farm Bureau Settlement Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2014 08:38 AM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Aida Alvarez		Started On: 11/14/2014 08:16 AM
	Final Approval Date: 11/14/2014	



Power of Attorney to Transfer Motor Vehicle

- No alterations allowed
- Complete all sections online or on printed form
- Print in blue or black ink, signature must be in blue or black ink

This is to certify that I, _____
Type or Print Legal Name of Owner: First Middle Last (and suffix, if any)

of the County of _____

and the State of Texas, owner of the following described motor vehicle, do make, constitute and appoint:

Type or Print Legal Name: First Middle Last (suffix, if any)

of the County of _____ and the State of _____, my true and lawful attorney,

for me and in my name, place and stead to title, and to allow my attorney the authority to substitute, as it pertains to the motor vehicle described as follows:

Year 2011	Make Chevrolet	Body Style PK	Model Sil	License Plate Number 1091480
Vehicle Identification Number 3GCPKPEA8BG224540			Title / Document Number 10832840610145049	

This completed and signed form grants my attorney full power and authority to do and perform all and every act necessary to transfer and assign the legal title to the motor vehicle described, or to purchase and apply for a title to anyone who my attorney may substitute.

NOTE: This form must be properly completed before it is an acceptable document. The power of attorney cannot be granted to the selling or buying dealer, an employee of the dealer, or relative of the dealer, unless the vehicle is exempt from the odometer disclosure law (i.e., the year model is ten or more years old, the carrying capacity exceeds 18,000 lbs., or the vehicle is not self-propelled). This form may be used in a dealer sale if a disinterested third party is appointed. A disinterested third party is defined as an individual with no relationship to the dealer or dealership.

If a Power of Attorney is used to apply for title, initial registration, or a certified copy of title, the person(s) signing must include a photocopy of their photo identification, as required by state law.

I further certify that the current odometer reading is _____ 62,063 _____ miles and to the best of my
(No Tenths)

knowledge the odometer reading is the **ACTUAL** mileage of the vehicle unless one of the following statements is checked:

- 1. The mileage stated is in **EXCESS** of its mechanical limits.
- 2. The odometer reading is **NOT** the actual mileage. **WARNING - ODOMETER DISCREPANCY**

Type or Print Legal Name of Owner: First Middle Last (suffix, if any)

Signature of Owner

9805 N 10TH ST _____ MCALLEN _____ TX _____ 78504
Mailing Address _____ City _____ State _____ Zip

11/06/2014 _____
Date

State law makes falsifying information on this application a third-degree felony.



Vehicle Valuation Report

Prepared for: TEXAS FARM BUREAU INS. CO.

Summary

Claim Information

Claim Number:	76796109-04	Version #:	1
Policy Number:		Coverage Type of Loss:	COLLISION
Claimant:	Hidalgo County	Loss Date:	09/10/2014
		Reported Date:	
		Valuation Report Date:	11/05/2014 14:26:14
		Valuation Report ID:	7152456

Vehicle Information

Loss Vehicle:	2011 CHEVROLET SILVERADO 1500 WT CREW CAB PKP 4.8L 8 Cyl Flexible A 4WD	Location:	TX 78504
VIN:	3GCPKPEA8BG224540	Exterior Color:	Summit White
Mileage:	62,063 miles	License Plate:	1091480, Texas
Title History:	No		

Valuation Summary

Base Value: \$21,193.89

Loss Vehicle Adjustments

Condition Adjustment:	\$0.00
Prior Damage Adjustment:	\$0.00
After Market Parts Adjustment:	\$0.00
Refurbishment Adjustment:	\$0.00
Title History Adjustment:	\$0.00

Market Value: \$21,193.89

Title History Comments:

Maida Alvarez

From: Lauro Torres [lauro.torres@co.hidalgo.tx.us]
Sent: Thursday, November 13, 2014 4:52 PM
To: Aida Alvarez
Subject: Fwd: Total Loss of Vehicle

FYI

Lauro Torres
Administrative Assistant IV
County of Hidalgo Executive Office
2818 S. Business Hwy. 281, Admin Bldg.
Edinburg, TX. 78539
(956) 292-7030 ext. 5604 - Office
(956) 318-2658- Fax
lauro.torres@co.hidalgo.tx.us

From: "Raul Escamilla" <REscamilla@txfb-ins.com>
To: "lauro.torres@co.hidalgo.tx.us" <lauro.torres@co.hidalgo.tx.us>
Sent: Thursday, November 13, 2014 4:30:54 PM
Subject: Total Loss of Vehicle

Mr. Torres,

As per our telephone conversation I am informing you of the total loss amount of the police vehicle involved in an accident with one of our insured. Please see below:

Actual cash value: \$21,193.89
Taxes @ 6.25%: \$1,324.61
Total Amount: \$22,518.50
Less amount already paid: \$11,238.75

Amount due: \$11,279.75

Please contact me if you have any questions or concerns. Thank you.

Raul Escamilla
CLAIMS REPRESENTATIVE

T 956.787.8844
F 866.210.6837
M 956.342.2299
E Rescamilla@txfb-ins.com

507 E. Expressway 83
Pharr, TX 78577



WWW.TXFB-INS.COM

Texas Farm Bureau Insurance received the highest numerical score among auto insurance providers in Texas in the proprietary J.D. Power 2012-2014 U.S. Auto Insurance StudiesSM (Central Region in 2012). 2014 Study based on 44,661 total responses measuring 8 providers in Texas and measures opinions of consumers with their auto insurance provider. Proprietary study results are based on experiences and perceptions of consumers surveyed March-April 2014. Your experiences may vary. Visit jdpower.com. © 2014 Texas Farm Bureau Insurance Companies.

CONFIDENTIALITY STATEMENT: The foregoing message (including attachments) is covered by the Electronic Communication Privacy Act, 18 U.S.C. sections 2510-2521, and is CONFIDENTIAL. If you believe that it has been sent to you in error, do not read it. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error, then delete it. Thank you.

AI-47392

Comm. Court Executive Office 7. D.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to authorize Executive Officer Valde Guerra to sign Property Damage Release & Settlement Agreement form to settle total loss auto accident claim with Endeavor General Agency. (Constable P3)

BACKGROUND

DOI: 05/30/14 Acct #: 4-1100-360-00-000-005-0-000

Attachments

Property Damage Release & Settlement Agreement form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/13/2014 04:28 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Aida Alvarez		Started On: 11/13/2014 02:02 PM
	Final Approval Date: 11/14/2014	

PROPERTY DAMAGE RELEASE AND SETTLEMENT AGREEMENT

Claim Number 2014-TXE07530 Date of Loss 05/30/2014

"Claimant" shall collectively mean (HIDALGO COUNTY) and his/her respective heirs, executors, administrators, personal representatives, successors and assigns. "Defendants" shall collectively mean (LUIS ALBERTO PRIETO GARZA), Endeavor General Agency, LLC, and Old American County Mutual Fire Insurance Company and their respective heirs, spouses, executors, administrators, personal representatives, agents, servants, employees, officers, directors, shareholders, insurers, representatives, subsidiaries, parent companies, associated entities, attorneys, successors and assigns.

In consideration of \$ 20,957.84 , Claimant hereby releases and forever discharges Defendants from any and all past, present, or future claims for any and all property related damages sustained to his/her vehicle that Claimant has or claims to have, arising out of the incident which occurred on or about 05/30/2014 in MISSION County, Texas, (hereinafter referred to as "the Occurrence").

Claimant understands and agrees that this property damage settlement is not be considered an admission by any party hereto of any liability or wrongdoing, but rather the compromise of disputed claim. Defendants expressly deny any liability or wrongdoing.

Claimant understands and agrees that this settlement is a full release and discharge of claims and/or causes for property damages related to his/her vehicle 2010 FORDF150 Vin#1FTEX1C83AKE03288 including but not limited to rental car expenses, storage expenses, wrecker expenses, attorneys' fees, exemplary damages, prejudgment and post-judgment interest, court costs or other expenses of litigation, and claims for any other element of loss or damage to his/her vehicle recoverable under law.

FOR THE AFORESAID CONSIDERATION, CLAIMANT WAIVES ANY RIGHTS HE/SHE MAY HAVE TO ASSERT IN THE FUTURE REGARDING ANY CLAIMS RELATED TO PROPERTY DAMAGE (ARISING FROM THE OCCURRENCE) NOT NOW KNOWN OR SUSPECTED EVEN THOUGH, IF SUCH CLAIMS WERE KNOWN, SUCH KNOWLEDGE WOULD MATERIALLY AFFECT THE TERMS OF THIS SETTLEMENT AGREEMENT AND/OR CLAIMANT'S DECISION TO SETTLE.

Claimant warrants that he/she is the sole owner of the claims which he/she has asserted arising from the Occurrence and that such claims have not been assigned, encumbered or transferred in any way.

This settlement agreement contains the entire agreement between Claimant and Defendants with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, between the parties. The terms of this agreement are contractual and not mere recitals.

This instrument shall be construed and interpreted in accordance with the laws of the State of Texas.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT

EXECUTED this _____ day of _____, 20_____.

[CLAIMANT]

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me, who, being duly sworn upon oath stated that he/she is over the age of eighteen (18), that he is of sound mind and fully competent to make this affidavit and acknowledgment; that the statements contained in the foregoing release and settlement agreement are within his personal knowledge and are true and correct, and that he executed the foregoing instrument for the purposes and consideration therein expressed.

Claimant

SUBSCRIBED AND SWORN TO before me, and given under my hand and seal of office, this ____ day of _____, 20_____.

NOTARY PUBLIC, STATE OF _____

AI-47401

District Attorney 8. A.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Approval of the following expense in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
TDCAA	\$350.00	Registration	Elected Prosecutor Conference
Rene Guerra	\$347.77	Mileage Reimbursement	Travel from Edinburg to Austin and back.
Rene Guerra	\$479.55	Lodging	Reimburse Mr. Rene Guerra for the use of his credit card for hotel expenses.
Rene Guerra	\$156.00	Meals	Reimburse Mr. Rene Guerra for meals.

BACKGROUND

Mr. Rene Guerra will be attending the Elected Prosecutor Conference on December 3-5, 2014. The conference will take place in Austin, TX.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-412-00-080-002-0-583/584

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/14/14.

Attachments

DAEPC

Form Review

Inbox
Budget & Management
Purchasing Department

Reviewed By
Veronica Ortiz
Monica Badillo

Date
11/13/2014 04:30 PM
11/14/2014 05:21 PM
Started On: 11/13/2014 03:26 PM

Form Started By: Roy Cazares

Final Approval Date: 11/14/2014



HIDALGO COUNTY, TEXAS APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 11/08/14
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: DISTRICT ATTORNEY

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Rene A. Guerra

EVENT INFORMATION

TITLE OF EVENT: ELECTED PROSECUTOR CONFERENCE
 EVENT DATE(S) FROM: 12/03/14 TO: 12/05/14
 DEPARTURE DATE: 12/02/14 RETURN DATE: 12/05/14
 LOCATION OF EVENT: CITY: Austin STATE: TX

PURPOSE OF TRAVEL

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE	MODE OF TRAVEL <small>(Place an "X" by applicable mode of travel)</small>
1. REGISTRATION FEE(S)	\$ 350.00		AIRFARE* _____
Subtotal for Object Code 584	\$ 350.00	\$	BUS** _____
2. AIRFARE- ROUNDTRIP COACH FARE ONLY			Rental Car** _____
3. TAXI FARE	\$ -		County Vehicle** _____
4. BUS FARE			Private Vehicle** <input checked="" type="checkbox"/>
5. RENTAL CAR	\$ -		OTHER** (Specify) _____
6. GASOLINE/DIESEL/FUEL	\$ -		
7. MILEAGE REIMBURSEMENT	\$ 347.77		* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.
8. TELEPHONE CALLS			** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparison of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.
9. PARKING	\$ -		
10. LODGING	\$ 479.55		
11. MEALS	\$ 156.00		
12. OTHER EXPENSES	\$ -		
Subtotal for Object Code 583	\$ 983.32		
13. TOTAL ESTIMATED TRAVEL EXPENSES	\$ 1,333.32	\$	

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:

- Trip expenses are necessary and will be incurred for official county business.
- Reasonable efforts to minimize the use of county funds have been explored.
- Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

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

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:

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

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

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

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

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



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

DEPARTMENT: DISTRICT ATTORNEY

DEPARTURE DATE: 12/2/2014 RETURN DATE: 12/5/2014

TO CITY: AUSTIN STATE: TX

NAME OF EMPLOYEES ATTENDING SEMINAR: RENE A. GUERRA

TOTAL # OF EMPLOYEES ATTENDING SEMINAR: 1

PURPOSE/BENEFIT TO HIDALGO COUNTY:
ELECTED PROSECUTOR CONFERENCE

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR: ELECTED PROSECUTOR CONFERENCE

SPONSORED BY: TDCAA

REGISTRATION CHECK PAYABLE TO: TDCAA

REGISTRATION ADDRESS: 505 W. 12TH ST. SEMINAR START DATE: 12/3/2014
STE. 100 SEMINAR END DATE: 12/5/2014
AUSTIN, TEXAS, 78701 PURCHASE ORDER NO. _____

1. REGISTRATION COST PER EMPLOYEE: \$ 350.00 NO. OF EMPLOYEES ATTENDING AT THIS RATE: 1

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

3. "FREE REGISTRATION COST: "FREE" NO. OF EMPLOYEES ATTENDING FOR "FREE": 0

GL ACCT NO.: 4-1100-412-00-080-002-0-584 TOTAL NO. OF EMPLOYEES ATTENDING: _____

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) A.	\$	<u>350.00</u>
(SEE PAGE 2 FOR SECTIONS B, C, & D)	TOTAL THIS PAGE (A):	\$ <u>350.00</u>
	TOTAL 2ND PAGE (B + C + D):	\$ <u>479.55</u>
	GRAND TOTAL (A + B + C + D)	\$ <u>829.55</u>

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

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

	ROY CAZARES	956-318-2300
DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #

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

<u>RENE A. GUERRA</u>		
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.



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

DEPARTMENT: _____ DISTRICT ATTORNEY

DEPARTURE DATE: _____ 12/2/2014 _____ RETURN DATE: _____ 12/5/2014

TO CITY: _____ AUSTIN _____ STATE: _____ TX

NAME OF EMPLOYEES ATTENDING SEMINAR: _____ RENE A. GUERRA

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: _____ 1

B. HOTEL RESERVATION(S)

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

NAME OF HOTEL: _____ WESTIN AUSTIN AT THE DOMAIN _____ HOTEL PHONE NO: _____ 512-832-4197

ADDRESS OF HOTEL: _____ 11301 DOMAIN DRIVE _____ CONFIRMATION NO.(S): _____ 591252356

AUSTIN

ROOM RATE: \$ _____ 139.00 _____ PURCHASE ORDER NO. _____ MR. GUERRA'S CREDIT CARD

NUMBER OF NIGHTS: _____ 3 _____ GENERAL LEDGER ACCT NO: _____ 4-1100-412-00-080-002-0-583

ROOM RATE: \$ _____ - _____ TOTAL NO. OF ROOMS: _____ 1

NUMBER OF NIGHTS: _____ 0 _____

ROOM RATE: \$ _____ - _____ HOTEL TAX RATE: _____ 15.00%

NUMBER OF NIGHTS: _____ 0 _____

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). B. \$ _____ 479.55

C. CAR RENTAL(S)

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

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO _____ Yes _____ IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed. _____

NAME OF CAR RENTAL COMPANY: _____

ADDRESS OF CAR RENTAL COMPANY: _____
Note: Coordination of travel is required for every group of 4 or less

PHONE NUMBER OF CAR RENTAL COMPANY: _____

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

DAILY CAR RATE: \$ _____ - _____ DAILY CAR RATE: _____

NUMBER OF DAYS: _____ 0 _____ NUMBER OF DAYS: _____

CONFIRMATION NO.: _____ CONFIRMATION NO. _____

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

PURCHASE ORDER NO. _____ GL ACCT NO: _____

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

D. AIRFARE(S)

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

NAME OF AIRLINE COMPANY: _____

ADDRESS OF AIRLINE COMPANY: _____

PHONE NO. OF AIRLINE COMPANY: _____ CONFIRMATION NO.: _____

ROUND TRIP AIRFARE PER PERSON: \$ _____ - _____

NUMBER OF TRAVELERS: _____

GENERAL LEDGER ACCOUNT NUMBER _____ P.O. NO. _____

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

SUBTOTAL (B+C+D) \$ _____ 479.55

Elected Prosecutor Conference

Six hours of
Newly Elected Boot
Camp by invite only—
free with conference
registration!

December 3-5, 2014

**The Westin Austin at the Domain
Austin**

12.5 hours, including 1 hour of ethics and *Brady* training

Payment options:

- \$350 Registration** (\$175 Registration fee + \$175 Association fee): For CAs, DAs, CDAs, C&DAs, and their office personnel. The TDCAA fee of \$175 is each participant's share of costs over and above what the grant allows (for example, excess costs of on-site meals and association overhead). In addition, this fee enables TDCAA to lock in discounted hotel rates for participants and entitles them to attend all association functions, including Wednesday's reception and Thursday's lunch.
- \$175 "Training Only" Registration:** For CAs, DAs, CDAs C&DAs and their office personnel. This fee does not allow an attendee to participate in receptions or lunches but entitles the attendee admittance to all training sessions.
- \$500 Registration:** For all non-TDCAA members.

Registration for this seminar is online only at www.tdcaa.com/training.

This program is funded by a grant from the Texas Court of Criminal Appeals and by the Texas District and County Attorneys Association.

RETURN SERVICE REQUESTED

PRSR STD
U.S. POSTAGE PAID
GINCOR INC
78754

Texas District & County Attorneys Association
505 W. 12th St., Ste. 100
Austin, TX 78701

Elected Prosecutor Conference Agenda

Tuesday, December 2nd and Wednesday, December 3rd Newly-Elected Prosecutor Boot Camp (Invite Only)

****6 hours of (separate) CLE credit****

This session is designed only for newly elected prosecutors (who have either recently taken office or who will take office on January 1st). Its purpose is to prepare them for the challenges of being the community's chief law enforcement officer and running a modern prosecutor office. Taught by a group of experienced county and district attorneys, it runs from 2 p.m. to 5:30 p.m. on Tuesday, then again from 9 a.m. to noon on Wednesday.

Wednesday, December 3

- 10:00 a.m. Board Meeting (Noon adjournment)
- 1:00 p.m. Welcome and Opening Remarks
- 1:15 p.m. Criminal Justice Leadership: The Texas Prosecutor
The qualities of—and expectations surrounding—the Texas prosecutor
- 2:30 p.m. Policy Development: The Well-Run Prosecutor's Office
Whether a one-person show or a 200-person law office, an effective prosecutor office must have clear and effective policies to guide prosecutorial discretion. In this session we work as a "committee of the whole" to share effective office policies and develop a model prosecutor office manual.
- 3:45 p.m. We Are Here to Help: Resources for Prosecutors
Representatives from the Governor's Office CJD, AG's Office, Comptroller, ERS, TCDRS, SPU, State Securities Board, DFPS, TDI, NICB, DPS, and DPS Crime Lab discuss the support they can offer prosecutor's offices.
- 5:15 p.m. Adjourn
- 6:00 p.m. Opening Reception (sponsored by the National Insurance Crime Bureau) in honor of new Texas Prosecutor Society Members

Thursday, December 4

- 8:30 a.m. Effective Evaluation of Employees
Evaluating employees is a key to effective management, whether it be helping employees move up or move on. This session offers prosecutors the tools to create an effective evaluation method.
- 9:45 a.m. Mental Health Interventions and Diversions
Prosecutors recognize the challenge the criminal justice system faces every time an offender with mental impairments is arrested. More jurisdictions are devoting resources and manpower to jail and court intervention and diversion programs. As usual, resources are a problem, but there may be help coming. Find out about promising new programs that could be effective in your jurisdiction.
- 11:00 a.m. Domestic Violence: Effective Strategies Both Big and Small
Elected prosecutors, hosted by the Texas Council on Family Violence (TCFV), have participated in a number of summits to discuss domestic violence in their communities. In this session a number of the prosecutors who participated in the summits will discuss some of the successful strategies that have been developed and shared in both big and small jurisdictions.
- Noon TDCAA Business Lunch (provided by TDCAA)

District Attorney Track

- 1:30 p.m. Mandatory *Brady* Training
- 2:45 p.m. Insurance Fraud/White Collar Crime
- 4:00 p.m. DA/CDA discussion forum
- 5:00 p.m. Adjourn

County Attorney Track

- 1:30 p.m. Commissioners Court: The Advanced Course
- 2:45 p.m. Bond Forfeiture
- 4:00 p.m. CA discussion forum
- 5:00 p.m. Adjourn

Friday, December 5

- 8:00 a.m. Legislative Preview
- 9:15 a.m. Discretionary Funds: Asset Forfeiture and Hot Checks
- 11:00 a.m. Open Government Issues: PIA and Open Meetings

Hotel information: The Westin Austin at the Domain, 11301 Domain Dr., in Austin. Room rates are \$139 a night (plus tax) for either a single or a double; this rate is good until November 11 or until sold out. Call 800/228-3000 and reference the Texas District and County Attorneys Association block to make reservations, or reserve online at www.starwoodmeeting.com/Book/TDCAA2014.

Reimbursement: TDCAA will reimburse only eligible prosecutors and prosecutor office employees up to \$40 per night for two nights' stay at a hotel and up to \$20 a day for meals not provided at the conference. TDCAA will not reimburse for travel, registration fees, hotel tax, parking, taxi costs, or other extraordinary expenses. All meals not provided by TDCAA and other expenses are your own.

Dress: Casual dress is acceptable for all TDCAA trainings unless otherwise noted.



2014 Elected Prosecutor Conference

Please review your information before continuing. If you find an error in your entry, please go back to the page you need to correct.

Your registration for the **2014 Elected Prosecutor Conference** is listed below.

Attendee Information	
Attendee ID	1399
Name (Badge Name)	Rene A. Guerra (Rene)
State Bar#	08578200
Position	Criminal District Attorney
Firm	Hidalgo
Address	100 N. Closner Blvd., Rm. 303 Edinburg, TX 78539-3563
WTel/HTel/Fax	956-318-2300 / / 956-318-2078
Email	rene.guerra@da.co.hidalgo.tx.us
Billed	\$350.00
Paid	\$0.00
Balance	\$350.00

You have registered for the following events				
Event No	Quantity	Event Description	Date	Fee
		Full Registration: \$350 (\$175 Registration Fee + \$175 Association Fee, available only for full-time employees of CA or DA offices) The \$175 Association Fee entitles the attendee to attend all association functions, including the Wednesday night reception		

100	1	and the Thursday lunch; and also accounts for each participant's share of costs over and above what the grant allows (for example, excess costs of meals and association overhead). Reimbursements are available for eligible prosecutors of \$40 a night for hotel and up to \$20 per day for meals (depending on whether food is provided on a particular day).	12-03-2014	350.00
Total Paid:				\$0.00
Total amount due:				\$350.00

[Continue]

[Cancel]

Texas District & County Attorneys Association - 505 W. 12th St., Ste 100 - Austin, TX 78701 - 512-474-2436

© 2014 - Texas District & County Attorneys Association

Developed by The Semarca Corporation



Trip to:
11301 Domain Dr
 Austin, TX 78758-7796
 310.51 miles / 4 hours 56 minutes
 Estimated Fuel Cost: \$42.16

Notes

$$\begin{array}{r} 310.51 \\ \times 2 \\ \hline 621.02 \end{array}$$
 (round-trip) \$ 347.77

A	100 N Closser Blvd, Edinburg, TX 78539-3523	Download Free App
●	1. Start out going north on N Closser Blvd / US-281 Bus N / TX-113 toward E McIntyre St / TX-107. Continue to follow US-281 Bus N / TX-113. Map	4.1 Mi 4.1 Mi Total
↑↑	2. Merge onto US-281 N. Map	152.9 Mi 156.9 Mi Total
↑↑	3. Merge onto I-37 N. Map	60.9 Mi 217.9 Mi Total
133 EXIT	4. Merge onto I-410 N via EXIT 133. Map	14.1 Mi 231.9 Mi Total
↑	5. Stay straight to go onto I-35 N. Map	73.2 Mi 305.1 Mi Total
240B EXIT	6. Merge onto US-183 N via EXIT 240B toward Research Blvd. Map	2.8 Mi 307.9 Mi Total
EXIT	7. Take the exit toward FM-1325 / Burnet Rd. Map	0.2 Mi 308.1 Mi Total
↑↑	8. Merge onto Research Blvd. Map	0.4 Mi 308.5 Mi Total
↪	9. Turn right onto Burnet Rd / FM-1325. Map Burnet Rd is 0.3 miles past Metric Blvd If you are on Research Blvd and reach Waterford Centre Blvd you've gone about 0.2 miles too far	1.3 Mi 309.8 Mi Total
↶	10. Turn left onto W Braker Ln. Map W Braker Ln is 0.4 miles past McHale Ct If you reach Brockton Dr you've gone about 0.1 miles too far	0.2 Mi 310.0 Mi Total
↪	11. Take the 1st right onto Domain Dr. Map Wells Fargo Of Austin is on the right	0.5 Mi 310.5 Mi Total
■	12. 11301 DOMAIN DR is on the right. Map Your destination is just past Domain Dr If you reach Esperanza Xing you've gone a little too far	
B	11301 Domain Dr, Austin, TX 78758-7796	

Total Travel Estimate: 310.51 miles - about 4 hours 56 minutes

Estimated Fuel Cost: \$42.16

©2014 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

AI-47444

District Attorney 8. B.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted By: Roy Cazares, DISTRICT
ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

D.A. State Supplement (1281):

1. Approval to increase the hourly pay to slot T014 in the D.A. State Supplement from \$9.19 to \$15.00.
2. Approval of revised salary schedule.

BACKGROUND

Will be looking to hire a law school student to assist the Civil Litigation ADAs with preparation of documents.

Attachments

PAR

fiscal note

sal sch

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2014 04:12 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Roy Cazares		Started On: 11/14/2014 03:27 PM
	Final Approval Date: 11/14/2014	



HIDALGO COUNTY

Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER:
Hidalgo County District Attorney's Office - 080

DATE:
11/14/2014

CURRENT POSITION TITLE: Clerk I

NEW SLOT. #:
T014

REQUESTED POSITION TITLE:

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other Increase hourly pay

POSITION SALARY REQUEST:

<u>1</u>	<u>\$9.19 hrly</u>	<u>\$15.00</u>	\$ <u>T014 - \$7,047.00 Annual (no changes)</u>
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other 4-1281-412-00-080-010-5-XXX

POSITION TYPE:

Full Time Employee Object 113 Part Time Employee Object 114

T014 - \$15.00 hrly
Enter hourly rate for temp. positions

Full Time Temporary Object 121 Part Time Temporary Object 122

T014-\$15.00 * 469.80 = \$7,047.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

<u>11/17/2014</u>	<u>12/31/2014</u>	<u>Mon-Fri</u>	<u>T014</u>	
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE: FLSA:

Exempt Exempt

Non-Exempt Non-Exempt

N/A

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

Individual will assist in the Civil Litigation Section with the preparation of paperwork until December 31, 2014.

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

See Attachment



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

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

Funding for positions is provided by the State.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

		11/14/2014		
1.	Roy Cazares for Rene Guerra	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	11.17.2014 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: Commissioner' Court
 From: Sergio Cruz, Budget Officer
 CC Date: Tuesday, November 18, 2014

Agenda Item: 47444

Summary of request/proposal:

DA's State Supplement (1281): Approval to increase the hourly rate from \$9.19 to \$15.00 AND approval to decrease the number of annual hours for the following temporary part-time position:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	CLERK I	T014	122	7,047.00	7,047.00	0.00
				7,047.00	7,047.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
4-1281-412-00-080-010-5- 122	D.A. STATE SUPPLEMENT TEMP P/T EMPLOYEES	\$0.00
4-1281-412-00-080-010-5- 211	D.A. STATE SUPPLEMENT HEALTH INSURANCE	\$0.00
4-1281-412-00-080-010-5- 212	D.A. STATE SUPPLEMENT LIFE INSURANCE	\$0.00
4-1281-412-00-080-010-5- 220	D.A. STATE SUPPLEMENT FICA	\$0.00
4-1281-412-00-080-010-5- 230	D.A. STATE SUPPLEMENT RETIREMENT	\$0.00
4-1281-412-00-080-010-5- 250	D.A. STATE SUPPLEMENT UNEMPLOYMENT COMP	\$0.00
4-1281-412-00-080-010-5- 260	D.A. STATE SUPPLEMENT WORKER'S COMP	\$0.00
2014/2015 Budgetary Impact		\$0.00

Possible Funding Sources: FUNDS AVAILABLE WITHIN DEPT'S BUDGET

Comments:

DA STATE SUPPLEMENT: PERIOD 9/1/2014 - 8/31/2015

HIDALGO COUNTY
 COMMISSIONER COURT
 2014 SALARY SCHEDULE

4-1281-412-00-080-010-5

AI - 47444

D.A. STATE SUPPLEMENT

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
T013	122	CLERK I	\$0.00	\$7,056.00	\$7,056.00	0	\$0.00	\$0.00	\$7,056.00	\$7,056.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,056.00
APPROVAL TO INCREASE HOURLY RATE FROM \$9.19 TO \$15.00 AND DECREASE ANNUAL HOURS FOR SLOT T014:																
T014	122	CLERK I	\$0.00	\$7,047.00	\$7,047.00	0	\$0.00	\$0.00	\$7,047.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T015	122	CLERK I	\$0.00	\$6,683.00	\$6,683.00	0	\$0.00	\$0.00	\$6,683.00	\$6,682.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,683.00
			\$0.00	\$20,786.00	\$20,786.00		\$0.00	\$0.00	\$20,786.00	\$13,738.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,739.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

AI-47425

County Clerk 9. A.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Notification that the County Clerk's Office will be closed due to repairs required after flood damage.

Office will be closed:

Friday, December 5, 2014 - All Day

Monday, December 8, 2014 - 7:30 am - 1:00 pm

Normal office hours will resume Monday, December 8, 2014 at 1:00 pm

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2014 01:52 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Sandra Solis		Started On: 11/14/2014 11:19 AM
	Final Approval Date: 11/14/2014	

AI-47364

Sheriff's Office 10. A.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted By: Maria Del Rosario Gonzalez,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

DOJ - USMS - U.S. Marshal (1284):

1. Approval to accept overtime funding from the U.S. Department of Justice, U.S. Marshals Service for two (2) officers in the amount of \$28,000.00.
2. Requesting authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the DOJ-USMS funding.
4. Approval to appropriate funds in the amount of \$28,000.00 for USMS overtime funding.

BACKGROUND

Pursuant to Memorandum of Understanding between the United States Marshals Service (USMS) and the Hidalgo County Sheriff's Office, funding is being made available for overtime expenses for two (2) officers assigned to the joint law enforcement operations task force.

Period of Performance is from November 10, 2014 to September 30, 2015.

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 4-1284-421-00-280-068-5-131

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$28,000.00 for DOJ-USMS Funding of FY2015.

Period of performance is from 11/10/14 to 9/30/15.

4-1284-331-11-280-068-5-000 DOJ-USMS Revenues

Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #4-1100-421-00-280-001-5-XXX).

Attachments

USMS Agreement FY 2015

Backup FY2015

USMS FY15 BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/10/2014 04:58 PM
Budget & Management	Debbie Tamez	11/12/2014 01:12 PM
Rosalinda Cantu	Rosie Cantu	11/14/2014 01:32 PM
Manuel Chapa	Manuel Chapa	11/14/2014 02:52 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM

Form Started By: Maria Del Rosario Gonzalez

Started On: 11/10/2014

Final Approval Date: 11/14/2014

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #:

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Hidalgo County Sheriff's Office

and

Southern District of Texas (79)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 1, 2014

to

September 30, 2015

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2015	D79	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	\$28,000.00

Total Obligation Amount: \$28,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

TFO Overtime for 2 TFOs (\$14,000 per TFO)

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: Dagoberto Lopez

Phone: 956-227-6462

E-mail: dagoberto.lopez@usdoj.gov

STATE/LOCAL CONTACT:

Name: Sheriff J.E. "Eddie" Guerra

Phone: 956-393-6002

E-mail: sheriff.guerra@hidalgo.org

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: *Ann Adams*
Ann Adams, Administrative Officer

Date: 11.9.14

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: *Tom Clark*
Tom Clark, (A) CDUSM

Date: 11/6/14

Departmental Representative - Acknowledgement:

Signature: *[Signature]*
Department Representative

Date: 11/10/14

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the Hidalgo County Sheriff's Office and the United States Marshals Service (USMS) pursuant to the Presidential Threat Protection Act of 2000 (Public L. 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives.

The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals is, "in executing the laws of the United States within a State . . . exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 13. See also "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. See also: Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. See also: 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the DFTF (District Fugitive Task Force). Cases will be adopted by the DFTF at the discretion of the District Chief Deputy, and in accordance with the provisions of the Presidential Threat Protection Act, the Adam Walsh Child Protection and Safety Act, and the U.S. Department of Justice. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the DFTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to the DFTF.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper invoice which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the DFTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The invoice should be submitted to the District Chief Deputy, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment. Invoices for equipment, supplies, training, fuel, and vehicle lease should provide supporting documentation including receipts.

EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse or make direct payments to qualified third party vendors for vehicles and equipment purchased by the undersigned state or local agency in support of full time state and local investigators assigned to the DFTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the DFTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official DFTF business. Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the DFTF shall be retained by the agency in the DFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The DFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agencies must be approved by the District Chief Deputy prior to assignment to the DFTF. Agency personnel may be removed at anytime at the discretion of the District Chief Deputy.

Direction and coordination of the DFTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the direction of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the DFTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive (HSPD) 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

The Marshals Service receives Asset Forfeiture funding for either (1) overtime incurred by state and local investigators who provide full time support to USMS DFTF joint law enforcement task forces; or (2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators. The USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

USE OF FORCE:

All members of the DFTF shall comply with their agency's guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA:

Media inquiries will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law. The participating agencies agree to hold harmless the United States from any claim, cause of action, or judgment resulting from the negligent acts of their employees.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal (CDUSM).


United States Marshal

 *Assaults Mordiner*
Participant Agency Representative - Hidalgo Co. Sheriff's Office

Assistant Director, ICD

DATE: November 10, 2014
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: DOJ USMS Overtime
ACCOUNT NUMBER: 4-1284-421-00-280-068-5-131

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
4-1284-421-00-280-068-5-131	Overtime Pay	28,000.00

	TOTAL APPROPRIATIONS	<u><u>28,000.00</u></u>
4-1284-331-11-280-068-5-000	DOJ USMS Revenues	<u>28,000.00</u>
	TOTAL REVENUES	<u><u>28,000.00</u></u>

REASON: To appropriate budget for the overtime hours for 2 (two) officers assigned to DOJ-USMS

Funding period is November 10, 2014 to September 30, 2015.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #4-1100-421-00-280-001-5-XXX).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-47380

Sheriff's Office 10. B.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval to accept a donation from OXY USA, Inc. in the amount of \$1,500.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

To accept donation. Monies are to be appropriated at a later date.

Attachments

donation.OXY USA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	11/13/2014 04:46 PM
Budget & Management	Veronica Ortiz	11/14/2014 08:40 AM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Emilia Uriegas		Started On: 11/13/2014 10:02 AM
	Final Approval Date: 11/14/2014	



Oxy USA Inc
P O Box 594
Addison, TX 75001

PAYMENT DOCUMENT

HIDALGO COUNTY
SHERIFF DEPT
711 EL CIBOLO RD
EDINBURG, TX 78541

DATE	CHECK NO.
10-Nov-14	10008189
	15056

DATE	INVOICE CREDIT MEMO	DESCRIPTION	PO NUMBER	COMPANY CODE	DISCOUNT	NET
30-Oct-14	15056141500			029577		1,500.00
EMERGENCY	RESPONSE RMA					
THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE			TOTAL >			\$1,500.00



Oxy USA Inc
P O Box 809050
Dallas, TX 75380

JPMorgan Chase Bank, N.A.
Syracuse, NY

50-937
13

CHECK NO.
10008189

EXACTLY *One thousand five hundred and 00/100 Dollars*

PAY TO THE ORDER OF:

HIDALGO COUNTY
SHERIFF DEPT
711 EL CIBOLO RD
EDINBURG, TX 78541

DATE
10-Nov-14

US DOLLARS

CHECK AMOUNT
*****\$1,500.00

AUTHORIZED SIGNATURE



⑈00 10008 189⑈ ⑆021309379⑆ 6301457200509⑈



1114-9939971

OXY USA INC – SOUTH TEXAS
Corporate Accounting Services
10889 Wilshire Blvd.
Los Angeles, CA 90024

To: **Hidalgo County Sheriff Department**

November 10, 2014

From: **Maria M. Vineyard**

Subject: **Substantiation and Disclosure of Charitable Contributions**

Please complete the following form to confirm that you have received our donation and return by 11/25/14.

Occidental Petroleum Corporation
Attn: Maria M. Vineyard
5 Greenway Plaza, 8th Floor
Houston, Texas 77046

Telephone: 713-599-4161
Fax: 713-513-6607
E-mail: maria_vineyard@oxy.com

I hereby certify that a donation in the amount of \$ _____ on _____
was received by Hidalgo County Sheriff Department Tax ID # _____
Amount Date

Fair market value of goods and services provided by your organization (event tickets, dinner, tournament
Fees, advertising, etc.) \$ _____

Is this donation being used for lobbying or political activity _____ Please Check One
Yes No

If yes, please indicate the portion of the donation. \$ _____

Internal Revenue Tax Exemption Code _____ Please Check One
501(C)(3) 170(C) None

If your organization is tax exempted within the above codes and is a new donee this year, please attach
your IRS exempt status form.

Authorized Signature Title Phone Number

Print Full Name Address

City State Zip

AI-47304

Health & Human Services Dept. 11. A.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to appropriate \$75.19 from the Do Well grant contract #2013-043641-001.

BACKGROUND

06/11/13 - Acceptance of original Do Well grant contract #2013-043641-001.

11/18/14 - Appropriation of \$75.19 is from remaining funds from the Do Well grant program.

11/18/14 - Certification of funds was done through AI-39083 on 06/11/2013.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 4-1293-441-00-340-058-3-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No local match required.

Revenue account: 4-1293-331-12-340-058-3-000 DEEP - Grant Revenue

Attachments

Grant Contract
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/06/2014 08:59 AM
Manuel Chapa	Manuel Chapa	11/06/2014 10:44 AM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Mike Escaname		Started On: 11/06/2014 08:34 AM
	Final Approval Date: 11/14/2014	



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

RECEIVED
Hidalgo County Health
& Human Services Department

JUL 12 2013

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

July 2, 2013

1304 S. 25th Ave.
Edinburg, Texas 78542

Dear Contractor:

Enclosed is an approved copy of your Department of State Health Services (DSHS) contract. Please file it with the office of record for your agency.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at <http://www.dshs.state.tx.us>.

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact Cheryl Dukes at 512-776-2090 via email at cheryl.dukes@dshs.state.tx.us.

Sincerely,

A handwritten signature in black ink that reads "Bob Burnette".

Bob Burnette, Director
Client Services Contracting Unit

Enclosures

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2013-043641 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$10,000.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 04/15/2013 and ends on 06/29/2013. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2013-043641-001 DoWell (Diabetes Empowerment Education Program/Do Well, Be Well Program)
 - c. General Provisions (Vendor)
 - d. Solicitation Document(s), and (N/A)
 - e. Contractor's response(s) to the Solicitation Document(s).(N/A)
 - f. Exhibits (N/A)

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY

By: Bob Burnette
Signature of Authorized Official

By: Ramon Garcia
Signature

7/3/13
Date

June 11, 2013
Date

Bob Burnette, C.P.M., CTPM

Ramon Garcia Hidalgo County Judge
Printed Name and Title

Director, Client Services Contracting Unit

302 W. University Dr.
Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

Edinburg, TX 78539
City, State, Zip

(512) 458-7470

956-318-2600
Telephone Number

Bob.Burnette@dshs.state.tx.us

ramon.garcia@co.hidalgo.tx.us
E-mail Address for Official Correspondence

APPROVED BY
COMMISSIONERS' COURT
ON: 6/11/13

CONTRACT NO. 2013-043641
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000394619

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: DoWell (Diabetes Empowerment Education Program/Do Well, Be Well Program)

TERM: 04/15/2013

THRU: 06/29/2013

SECTION I. STATEMENT OF WORK:

Contractor shall develop a diabetes and cardiovascular disease awareness campaign and educational outreach program, based on the Diabetes Empowerment and Education Program (DEEP) curriculum. The awareness campaign and educational outreach program will target the employees of Hidalgo County and their family members.

The goal of the awareness campaign and educational outreach program is to increase the awareness of diabetes and its connection to cardiovascular disease among Hidalgo County Health Department employees and their families and to increase the number of persons who are enrolled in a chronic disease or diabetes self-management program, such as DEEP. While this contract shall be used to create a sustainable campaign and educational outreach program, because of the short time-frame, only the first DEEP module will be conducted within this contract's project period. However, it is expected that this contract will be utilized to prepare for complete implementation of DEEP's curriculum; therefore, resources will largely be directed to the awareness campaign, DEEP participant recruitment, and obtaining all necessary resources for the DEEP program.

Contractor shall develop a detailed work plan with timeline to include sequential activities and milestones toward accomplishing project goals.

SECTION II. PERFORMANCE MEASURES:

The following performance measures(s) will be used to assess, in part, Contractor's effectiveness in providing the services described SECTION I STATEMENT OF WORK in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

By May 1, 2013, Contractor shall submit a detailed work plan to the DSHS Cardio-Vascular Disease (CVD) and Stroke Program. The work plan shall include:

- goals and objectives;
- list of team members, and their roles in the project;
- intended target population (reach);

- marketing data (how the program will be advertised and participants will be recruited e.g. flyers, brochures, company newsletter, in-person);
- sustainability plan; and
- evaluation plan.

Work plan must be approved by CVD and Stroke Program staff prior to its implementation.

Contractor will provide CVD staff with bi-weekly project status reports in writing to include: implementation status, barriers and methods to address those barriers, opportunities to enhance activities, and next steps. Bi-weekly progress reports will be due on the following dates: May 10, 2013; May 24, 2013; June 7, 2013; and June 21, 2013.

By June 1, 2013, Contractor shall develop and submit copies of all marketing materials used for the campaign and to recruit DEEP or Do Well, Be Well participants to the DSHS CVD and Stroke Program for approval prior to use.

By June 29, 2013, Contractor shall conduct one module of DEEP or Do Well, Be Well to participants.

By June 29, 2013, Contractor shall submit participation numbers for one module of DEEP or Do Well, Be Well to DSHS CVD Program.

By June 29, 2013, Contractor shall provide ongoing project status reports to CVD and Stroke Program.

SECTION III. SOLICITATION DOCUMENT:

Exempt-Governmental Entity

SECTION IV. RENEWALS:

N/A

SECTION V. PAYMENT METHOD:

Deliverables

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13 can be found at the following link <http://www.dshs.state.tx.us/grants/forms.shtm>. Vouchers

and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

**Department of State Health Services
Claims Processing Unit, MC1940
1100 West 49th Street
P.O. Box 149347
Austin, Texas 78714-9347**

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET

SOURCE OF FUNDS: CFDA 93.283

DSHS will make payment to Contractor upon completion and approval of each deliverable referenced below and upon receipt of a completed State of Texas purchase voucher as described in Section VI. BILLING INSTRUCTIONS.

Types of Services or Deliverables:

Deliverables	Due Date	Amount
Detailed work plan, as described in Section II.	May 1, 2013	\$2,500
All marketing materials used for the campaign and to recruit DEEP or Do Well, Be Well participants.	June 1, 2013	\$2,500
Provide participation sign-in to document that one module of DEEP or Do Well, Be Well was conducted.	June 29, 2013	\$5,000
Total Amount Not to Exceed		\$10,000

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Article XII. General Terms, Section 12.14 Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

DATE: 11/18/14

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-058-3-XXX DEEP

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
		-
SUPPLIES		
4-1293-441-00-340-058-3-601	DEEP - Office & Computer Supplies	\$ 75.19
	TOTAL APPROPRIATION	
		\$ -
	TOTAL APPROPRIATION	\$ -

REASON: To appropriate from fund balance remaining funding from the DEEP FY 13 program.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C

DATE

ATTEST CO. CLERK

AI-47305

Health & Human Services Dept. 11. B.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval of the Certification of Revenue by County Auditor in the amount of \$128,043.85. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming reimbursement.
2. Requesting approval to appropriate the MAC budget in the amount of \$128,043.85.

BACKGROUND

MAC reimbursement is from quarter April through June 2014.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1293-441-00-340-059-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No local match.

Appropriation in the amount of \$128,043.85

Revenue account: 4-1293-331-12-340-059-0-000 MAC – Revenue

Attachments

Payment Info

Budget appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/06/2014 10:06 AM
Manuel Chapa	Manuel Chapa	11/06/2014 10:43 AM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Mike Escaname		Started On: 11/06/2014 08:46 AM
	Final Approval Date: 11/14/2014	

Payment Information

Tips:

- * Both the **Invoice Number** and **Invoice Description** fields display information provided by the paying agency. Contact the paying agency for additional information if needed.

[Paying Agency Contact List](#)

Texas Identification Number	Mail Code	Payment Number	Payment Type	Paying Agency	Total
17460007176	060	0708958	DD	529	128043.85

Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
9SA07087	PC1274C VOUCHERID:11513	MEDICAID ADMINISTRATIVE CLAIMS (MAC) APRIL - JUNE 2014	-66.30	0.00
9SA07087	PC1274C VOUCHERID:11513	MEDICAID ADMINISTRATIVE CLAIMS (MAC) APRIL - JUNE 2014	1,326.00	0.00
9SA07087	PC1274C VOUCHERID:11513	MEDICAID ADMINISTRATIVE CLAIMS (MAC) APRIL - JUNE 2014	-6,672.85	0.00
9SA07087	PC1274C VOUCHERID:11513	MEDICAID ADMINISTRATIVE CLAIMS (MAC) APRIL - JUNE 2014	133,457.00	0.00

10-28-2014

4-1293-126-20-000-013-0-000

JE144210 REC 04-06/14 MAC BILLG

Cindy Paslak 10/29/2014

DATE: November 18, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-059-0-XXX Medicaid Administrative Claiming

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
Travel		
Equipment		
4-1293-441-00-340-059-0-664	MAC - Other Minor Equipment	\$ 2,500.00
4-1293-441-00-340-059-0-665	MAC - Minor Computer Equipment	\$ 2,500.00
4-1293-441-00-340-059-0-748	MAC - Other Equipment	\$ 25,000.00
Supplies		
4-1293-441-00-340-059-0-604	MAC - Medical / Laboratory Supplies	\$ 28,043.85
Other		
4-1293-441-00-340-059-0-336	MAC - Computer Services	\$ 5,000.00
4-1293-441-00-340-059-0-339	MAC - Other Professional Services	\$ 50,000.00
4-1293-441-00-340-059-0-540	MAC - Advertising	\$ 15,000.00
	TOTAL APPROPRIATION	\$ 128,043.85
4-1293-331-12-340-059-0-000	MAC - Revenue	\$ 128,043.85
	TOTAL APPROPRIATION	\$ 128,043.85

REASON: To appropriate Medicaid Administrative Claiming funds (Quarter April through June 2014)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S

DATE

ATTEST CO. CLERK

AI-47357

Health & Human Services Dept. 11. C.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Prenatal FY 14 (1293):

1. Requesting approval of the Certification of Revenues by the County Auditor in the amount of \$224.42. Funds are from the program income earned from the Title V - Prenatal Services FY 14 program.
2. Requesting approval to appropriate the program income in the amount of \$224.42.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1293-441-00-340-052-4-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation in the amount of \$224.42

4-1293-345-40-340-052-4-000 Prenatal/Maternity Program Income Revenue

Attachments

BA

Rev

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/10/2014 04:31 PM
Rosalinda Cantu	Rosie Cantu	11/14/2014 01:36 PM
Manuel Chapa	Manuel Chapa	11/14/2014 02:09 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Mike Escaname		Started On: 11/10/2014 11:02 AM
	Final Approval Date: 11/14/2014	

Run Date 11/10/14 11:12 AM

Hidalgo County

Page No 1

For 09/01/13 - 01/31/14

Revenue Summary Report

FJRES01A

Periods 09 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Budget Amount	Period Amount	Y-T-D Amount	Balance	Percent Received
1293 HEALTH DEPARTMENT					
3-1293-345-40-340-052-4-000 PRENATAL/MATERNITY PROG INCOME- REVENUES	.00	35.05	35.05	-35.05	.00
1293 HEALTH DEPARTMENT	.00	35.05	35.05	-35.05	.00
3 YEAR 2013	.00	35.05	35.05	-35.05	.00

Run Date 11/10/14 11:13 AM

Hidalgo County

Page No 1

For 01/01/14 - 10/31/14

Revenue Summary Report

FJRES01A

Periods 01 - 10

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Budget Amount	Period Amount	Y-T-D Amount	Balance	Percent Received
1293 HEALTH DEPARTMENT GRANTS					
4-1293-345-40-340-052-4-000 PRENATAL/MATERNITY PROG INCOME- REVENUES	-35.05	189.37	189.37	-224.42	-540.29
1293 HEALTH DEPARTMENT GRANTS	-35.05	189.37	189.37	-224.42	-540.29
4 YEAR 2014	-35.05	189.37	189.37	-224.42	-540.29

AI-47239

Elections Administration 12. A.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted By: Amanda Valdez, ELECTIONS
DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Canvassing of Election Results for the November 4, 2014 General Election as per Texas Election Code 67.004

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Fiscal Impact

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/05/2014 11:27 AM
Obdett Calzada	Obdett Calzada	11/14/2014 01:45 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Amanda Valdez		Started On: 10/31/2014 04:10 PM
	Final Approval Date: 11/14/2014	

AI-47240

Elections Administration 12. B.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted By: Amanda Valdez, ELECTIONS
DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Canvassing of Election Results for the November 4, 2014 Special Election to Elect a Sheriff and Constable (unexpired term) as per Texas Election Code Section 67.004

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Fiscal Impact

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/05/2014 11:28 AM
Obdett Calzada	Obdett Calzada	11/14/2014 01:45 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Amanda Valdez		Started On: 10/31/2014 04:40 PM
	Final Approval Date: 11/14/2014	

AI-47241

Elections Administration 12. C.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted By: Amanda Valdez, ELECTIONS
DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Canvassing of Election Results for the November 4, 2014 Special Election for the Creation of a Countywide Hospital District in Hidalgo County as per Texas Election Code Section 67.004.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Fiscal Impact

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/05/2014 11:28 AM
Obdett Calzada	Obdett Calzada	11/14/2014 01:45 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Amanda Valdez		Started On: 10/31/2014 04:57 PM
	Final Approval Date: 11/14/2014	

AI-47242

Elections Administration 12. D.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted By: Amanda Valdez, ELECTIONS
DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Canvassing of Election Results for the South Texas Independent School District's November 4, 2014 General Election as per Texas Election Code Section 271.011 and Texas Education Code Section 26.34

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Fiscal Impact

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/05/2014 11:29 AM
Obdett Calzada	Obdett Calzada	11/14/2014 01:45 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Amanda Valdez		Started On: 10/31/2014 04:59 PM
	Final Approval Date: 11/14/2014	

AI-47348

Head Start 13. A.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Teresa Flores

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval to Enter into the Best and Final Negotiated Contract with Leonel Garza, Jr. & Associates in the Amount of \$51,000.00 for Appraisal Services of the Head Start Facilities

BACKGROUND

Policy Council Approval: 11.19.14

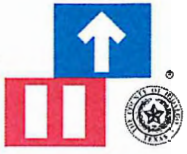
Attachments

Appraisal Services

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/12/2014 04:55 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Linda Galaviz		Started On: 11/07/2014 02:29 PM
	Final Approval Date: 11/14/2014	



Hidalgo County Head Start Program Policy Council Agenda

DATE: November 19, 2014

SUBJECT: Approval to Enter into the Best and Final Negotiated Contract with Leonel Garza, Jr. & Associates in the Amount of \$51,000.00 for Appraisal Services of the Head Start Facilities

RATIONALE/NEED: To obtain professional services in assessing the rental market value on the leased properties to comply with federal regulations Part 92.24 (d)(2). Leonel Garza, Jr. & Associates was the highest ranked firm by Commissioner's Court on 06/17/14.

RECOMMENDATION: Administration recommends approval.

COST: Head Start funds for this project are available.

RELATED INFORMATION INCLUDED: Scope of Services and Contract

INITIATED BY: Ambrosio Tovar, Procurement Director *Ambrosio Tovar*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *Edmundo Garcia*

PROGRAM DIRECTOR'S APPROVAL: *Jerome Flores*

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**PROFESSIONAL SERVICE CONTRACT
C-14-019-11-18**

THIS AGREEMENT is made effective the 18th day of November, 2014, by and between **Hidalgo County Head Start Program (“Program”)** and **Leonel Garza, Jr. & Associates, LLC (“Appraiser”)**.

W I T N E S S E T H:

WHEREAS, Program requires appraisal services for: **“Appraisal Services for Hidalgo County Head Start Program Buildings”**; and

WHEREAS, the County of Hidalgo (County), Program’s grantor agency, solicited Request for Qualification (RFQ) for the development and establishment of a yearly pool for “Professional Appraisal Service” and

WHEREAS, from which “Professional Appraiser” has been selected from the “Pool” of pre-qualified Appraisers by Program, and

WHEREAS, Program has determined that the services of “Professional Appraiser” are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, Program has selected the Appraiser to provide appraisal services, through County’s procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Program and Appraiser do mutually agree as follows:

- 1. Scope of Services.** Appraiser agrees to provide to Program, Fair Market Value Appraisals of Program owned and Leased Property as shown in Exhibit “B” attached hereto and entitled “Services and Fees to be provided by the Appraiser”. In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become **NULL and VOID**. If such Purchase Order becomes **NULL and VOID** and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Program.

Further, in the event that it is demonstrated by Appraiser that Program has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to Program to authorize and to secure additional time to comply.

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate **One (1) Year** from the date of execution or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the Program for each purchase order.

3. **Compensation.** As consideration for rendering the Services provided for in this Contract, Program agrees to pay Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. Appraiser is authorized to submit periodic request for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the Program and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, Program shall submit a requisition for payment of said services in the customary manner provided for payments. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 20, hereof.

4. **Progress.** Upon acceptance of a work order the Appraiser shall undertake and complete the authorized work. Program or Appraiser can request conferences to be provided at the Appraiser's office, the office of the Program or at other agreed upon locations.

5. **Inspection of Work.** Program has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character

of this Contract, an amendment must be prepared and executed within the contract period. Program retains the right to reject any such amendment proposed by Appraiser unless the Program finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period specified.

If Program finds it necessary to require changes in completed work because of errors made by the Appraiser, Program shall require Appraiser to correct the work at no cost to the Program and without amendment to this Contract. If the changes are made at the request of Program and are not due to errors of Appraiser, Program will reimburse Appraiser for the additional work at the same rate of pay established in Exhibit "B" – Basis for Payment. If payment for the additional work will cause the maximum amount payable to be exceeded an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting.** Appraiser shall promptly advise Program in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and if any County or, Federal funds are involved, Federal assistance needed to resolve the situation, and
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by Appraiser or furnished to Appraiser by Program shall be delivered to and become the property of Program. All sketches, photographs, calculations, and other data prepared under this Contract shall be made available, upon request to Program without restriction or limitation on their further use. Appraiser may, at its own expense, have copies made of the documents or any other data furnished to Program under this Contract.

9. **Independent Contractor.** Appraiser must comply with all applicable Program policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Program or Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does

not desire or request any fringe benefits provided to employees of Program or Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** Program may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

11. **Insurance.** Appraiser agrees to provide liability insurance covering its activities in providing the services for Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Program a certificate of Insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this Contract to any person without the prior written consent of Program.

13. **Conflict.** Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. **Termination by Program.** If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Program, or if Appraiser fails to comply with any conditions in this Contract, then Program shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

15. **No Waiver.** No waiver by Program of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. **Entire Agreement.** This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically

set forth herein. This Contract may be modified or amended only by agreement in writing executed by Program and Appraiser, and not otherwise.

17. **Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. **Hold Harmless.** In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify Program from any and all obligations, liabilities, causes of action, lawsuits, damages and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. **Notices.** Except as may the otherwise specifically provided in this Contract, all notices, demand, 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 Program: Hidalgo County Head Start Program
Attention: Teresa Flores -- Program Director
1901 W. State Highway 107
McAllen, Texas 78504

If to Appraiser: Leonel Garza, Jr. & Associates, LLC
Attn: Leonel Garza, III, Co-Owner/Primary R.E.A.
1419 Dove, Suite 1
McAllen, Texas 78504

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.

21. **Execution of Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

22. **Binding Contract.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

23. **Gender.** All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

24. **Authority.** The execution and performance of this Contract by Program and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Program and Appraiser in accordance with its terms.

25. **Commitment of Current Revenues.** In the event that, during any term hereof, **Program** does not appropriate sufficient funds to meet to the obligations of this Contract, **Program** may terminate this Contract upon thirty (30) day written notice to **Appraiser**. **Program** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of **Program** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995)

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON NOVEMBER 18, 2014

HIDALGO COUNTY HEAD START PROGRAM:

APPRAISER

Leonel Garza, Jr. & Associates, LLC

BY: _____
Teresa Flores, Executive Director

BY: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:
Oxford & Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Ricardo Gonzalez

BY: _____
Stephen Crain

Date Approved by Policy Council:

Date Approved by County Commissioner:

EXHIBIT “B”

Services and Fees to be provided by Appraiser

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final & Scope of Services Bid

To: Hidalgo County Head Start C/o: Ambrosio Tovar	From: Leonel Garza III
Fax: (956) 381-0439	Pages: 2 Pages
Phone: (956) 380-4149	Date Submitted: November 10, 2014
Re: Bid Proposal – Head Start Project	CC:

Mr. Tovar:

Due to the complexity of the project and the time frame indicated, my estimate for the project is best to be billed on an average per tract. Based on the spreadsheet provided the report will be completed as a single report including all tracts as indicated. The report shall include all pertinent information pertaining to the valuation of the subjects tracts and shall include any surveys provided, sketches of tracts as required, photographs, deed information, flood map information, census data, comparable sales data and analysis and sketches of improvements on those tracts to be include in the determination of value as per scope.

**Total Cost: \$51,000.00 (51 Tracts + LBJ Administration Building
(No Charge as Discussed on LBJ Admin Building)**

The report will be prepared to the Standards of Hidalgo County set forth with the County RFP. Please contact me for confirmation of the approval of the appraisal project. We are prepared to start right of way. We will need copies of existing leases, surveys, plans and any other information that you may have on each tract. Also a letter of our Authorization to inspect each tract and contact information for on-site manager for each location for the on-site inspection. Our inspection shall only consist of measuring the subject building (if required) and photographing the properties. We would like to get started with preliminary work on Monday and inspections next Wednesday.

See following page for summation of charges per tract to be appraised.

November 10, 2014

No.	Center Name	Owner	Address	Land/Legal Description	Quote
1	Alamo	City of Alamo	303 South 7th Street, Alamo, TX	Lots 7, 8, 9, 10 & 11, Block 64 Alamo Original Townsite	\$ 1,000.00
2	Alton	City of Alton	202 W. Dawes Ave., Alton, TX	West Addn. to Sharyland N351.22-51283' - W 1240' Lot 39-6 10 AC Net	\$ 1,000.00
3	Donna I	City of Donna	1402 Silver Avenue, Donna, TX	2.054 Acre tract of Lot 2, Block 82, Town and Improvement Company Subdivision	\$ 1,000.00
4	Donna II	City of Donna	1715 Miller Avenue, Donna, TX	Avila PR #2 Lots 4 & 5	\$ 1,000.00
5	Donna IV	Texas Regional Properties	202 West South Avenue, Donna, TX	Lot 1, Amistad Apartments, L.P. Subdivision	\$ 1,000.00
6	Edcouch	Edcouch-Elsa ISD	W. Hwy 107 & Mile 4 N., Edcouch, TX	West Tract FT 548 40.0 AC	\$ 1,000.00
7	Edcouch Kitchen	Edcouch-Elsa ISD	W. Hwy 107 & Mile 4 N., Edcouch, TX		\$ 1,000.00
8	Edinburg I	Edinburg Housing Authority	225 South 25th Street, Edinburg, TX	Canal right of way along the South side of Lot 10, in block 269, Texas Mexican Railway Company	\$ 1,000.00
9	Edinburg II	Edinburg Housing Authority	1200 North 1st Street, Edinburg, TX	Beginning at the Southwest corner of Lot 9.....	\$ 1,000.00
10	Edinburg III	Texas Regional Properties	3817 South "I" Road, Edinburg, TX	Lot 1, Galilean Apartments, L.P. Subdivision	\$ 1,000.00
11	Edinburg IV	Hidalgo County	3215 Richardson Rd, Edinburg, TX	Lot 14, NE 1AC SEC 245, TEX-MEX Survey in the City of Edinburg	\$ 1,000.00
12	Edinburg IV (Annex)	Hidalgo County	3215 Richardson Rd, Edinburg, TX	Lot 14, NE 1AC SEC 245, TEX-MEX Survey in the City of Edinburg	\$ 1,000.00
13	Edinburg V	Hidalgo County	3500 East F.M. 2812, Edinburg, TX	Lots 6 & 7, Block 15, Santa Cruz Gardens Unit No. 2 in the City of Edinburg	\$ 1,000.00
14	Edinburg V (Annex)	Hidalgo County	3500 East F.M. 2812, Edinburg, TX	Lots 6 & 7, Block 15, Santa Cruz Gardens Unit No. 2 in the City of Edinburg	\$ 1,000.00
15	Edinburg (UTPA)	UTPA	1201 West University Dr., Edinburg, TX		\$ 1,000.00
16	Elsa	City of Elsa	700 Northwest Hidalgo, Elsa, TX	Tract TR 525 NE 14.0 Less 120' REF#R326064	\$ 1,000.00
17	Farias	PSJA ISD	1100 W. Acacia Street, Alamo, TX		\$ 1,000.00
18	Granjeno	David Garza	6610 S. FM 494, Mission, TX	Porcion 58: Granjeno, Lot 3A 0.74 AC Between Levee & Military Rd out of the W 1/2 of Tract 20	\$ 1,000.00
19	Hidalgo	City of Hidalgo	621 South 5th St., Hidalgo, TX	Hidalgo Original Townsite, Lot 4, only new for 1983, R518220 H2500-98-031-0004-01	\$ 1,000.00
20	La Herencia	Texas Regional Properties	RR3, Box 3059, Mercedes, TX	Lot 1, La Herencia Apartments, L.P.	\$ 1,000.00
21	La Joya	La Joya ISD	105 E. 5th & Leo Ave, La Joya, TX	A 0.57 of an Acre Tract of Land out of Tract 265, Los Ejidos De Reynosa Viejo Subdivision	\$ 1,000.00
22	Las Milpas I	City of Pharr	714 Zapata Avenue, Pharr, TX	Lot #77, Colonia Estrella Subdivision Las Milpas	\$ 1,000.00
23	Las Milpas II	Texas Regional Properties	901 E. Thomas	All of Lot 1, El Pueblo Dorado Apartments, L.P., Subdivision and addition to the City of Pharr	\$ 1,000.00
24	LBJ Administration Austin-1 Stop Center	Head Start	1901 W. State Hwy 107, McAllen, TX	10 Acres of Section 280, Tex-Mex Survey	\$ -
25	McAllen IV	McAllen ISD	2100 Fir Street, McAllen, TX	Lot 16, Block 6, Bonnie View Subdivision, re-subdivision of Blocks 3,6,11 of Hammonds Addition	\$ 1,000.00
26	McAllen V	Texas Regional Properties	3900 South Ware Road, McAllen, TX	Tract out of a portion of Lots 22 & 23, C.E. Hammonds Subdivision	\$ 1,000.00
27	McAllen VI	McAllen Housing Authority	1200 North 25th Street, McAllen, TX		\$ 1,000.00
28	Mercedes I	Texas Regional Properties	2601 Sarah Avenue, McAllen, TX	Lot 5, Padre de Vida Apartment, L.P. Subdivision	\$ 1,000.00
29	Mercedes II	Texas Valley Community Foundation	1100 W. Expwy 83, Mercedes, TX	1.49 Acre Tract of Land Blocks 72 & 71 of Original Site of Mercedes	\$ 1,000.00
30	Mission I	Texas Regional Properties	3601 East Mile 8 North, Weslaco, TX	Lot 1, La Estancia Apartments, L.P., Subdivision	\$ 1,000.00
31	Mission II	City of Mission	115 Mayberry, Mission, TX	West 10 AC of the South 19 AC of Lot 18-9 West Addition to Sharyland	\$ 1,000.00
32	Mission III	City of Mission	1105 East 8th St., Mission, TX	North 10 AC of Lot 20-9, West Addition to Sharyland	\$ 1,000.00
33	Mission III	Texas Regional Properties	3401 North Mayberry, Mission, TX	Lot 1, Pueblo de Paz Apartments, L.P. Subdivision	\$ 1,000.00

November 10, 2014

34	Mission IV	Texas Regional Properties	301 South Inspiration, Mission, TX	Lot 1, Rio de Vida Apartments, L.P. Subdivision	\$ 1,000.00
35	Monte Alto	Monte Alto ISD	25249 1st Street, Monte Alto, TX	Rollo Blocks 60, 61, & 62 on 25249 1st Street	\$ 1,000.00
36	Napper	PSJA ISD	903 N. Flag Street, Pharr, TX		\$ 1,000.00
37	Palacios	PSJA ISD	801 E. Thomas Drive, Pharr, TX		\$ 1,000.00
38	Palmview I	Hidalgo County	1208 Paula Drive, Palmview, TX		\$ 1,000.00
39	Palmview II	Hidalgo County	618 N. Breyfogle Rd., PV, TX	Lot 20, Block 1, Mission Groves Estates, City of Palmview	\$ 1,000.00
40	Palmview III	Hidalgo County	1208 Paula Drive, Unit I	A 0.75 of an Acre Tract of Land out of Lots 80 & 82, Bentsen Groves Subdivision	\$ 1,000.00
41	Palmview Child Nutrition Ctr	Hidalgo County	1208 Paula Drive, Unit II		\$ 1,000.00
42	Pharr	City of Pharr	415 E. Clark, Pharr, TX	0.39 of an Acre Tract being a portion of Lots #7, and #8, Block 24, Pharr Original Town Site	\$ 1,000.00
43	Progreso	City of Progreso	1015 & Palm, Progreso, TX	Lots 17 - 18 Block 7	\$ 1,000.00
44	San Carlos	Hidalgo County	134 N. 86, San Carlos, TX	Lots 1-43, Block 5, Lot 1; 0.069 AC-LT 2; 0.032 AC-LT 3; 0.005 AC-LT 4; 27-43 Block 6; LTS 4-7;	\$ 1,000.00
45	San Juan I	City of San Juan	200 North Cougar, San Juan, TX	Southwest Corner of the West 2.5 Acres of the North 5.0 Acres of the West 14.18 Acres of the	\$ 1,000.00
46	San Juan II	Hidalgo County	601 Earling Rd., San Juan, TX	E660' Lot 1 Block 43 20 AC GR 19.70 AC Net, Alamo Land & Sugar Co Subdivision	\$ 1,000.00
47	San Juan II (Annex)	Hidalgo County	601 Earling Rd., San Juan, TX	E660' Lot 1 Block 43 20 AC GR 19.70 AC Net, Alamo Land & Sugar Co Subdivision	\$ 1,000.00
48	Sullivan City	Hidalgo County	379 E. Expresswy 83, Sullivan City	Porcion 38-39-40-SE 2.36 AC Lot, 249, SW 1.88 AC Lot 248 N of US 83 & 0.76 AC N of Lots 248 & 249	\$ 1,000.00
49	Vine Terrace	McAllen Housing Authority	2200 (B) North 27th Street, McAllen, TX	Between Lot 42 and Lot 44 as shown in Map of Vine Terrace Subdivision	\$ 1,000.00
50	Weslaco I	City of Weslaco	310 North Kansas Street, Weslaco, TX		\$ 1,000.00
51	Weslaco III	Guillermina A. Garcia	1317 West Expressway 83, Weslaco, TX	Lot 16, Flora Subdivision	\$ 1,000.00
52	Western Road	St. Anne Church	8245 E. Poinsetta Dr., Mission, TX	That part of Lots 13 Through 21, Block 36, Townsite of Citrus City	\$ 1,000.00
TOTAL APPRAISAL COST ESTIMATE					\$ 51,000.00


November 10, 2014

An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I, Leonel Garza III, shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. This deadline will be established by the Head Start indicated to be December 31, 2014.

Due to the urgency of the projects, the following items shall be required to expedite the project as soon as possible:

1. Physical Address of the Subject Property or Directions
2. Legal Description and Metes & Bounds
3. Site Plan or Survey (If Available)
4. Name of Current Owner or Entity Property Is Listed Under
5. Any pending or existing lease contracts and or sales contracts
6. Contact information for each location in order to perform on-site inspections

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.



Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

(Please Sign Here Upon Acceptance)

(Please Print Name)

Date of Acceptance

EXHIBIT "C"
Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

LEONGAR-02

HEREN1

DATE (MM/DD/YYYY)
5/27/2014

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 Shepard Insurance Agency 5801 N 10th St Ste 300 McAllen, TX 78504		CONTACT NAME PHONE (A/C No., Ext) (956) 686-3888 E-MAIL ADDRESS		FA (A/C No) (956) 682-5650	
INSURED Leonel Garza Jr & Associates LLC 1419 Dove Ave Suite 1 McAllen, TX 78504		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A Sentinel Ins Co, LTD		11000	
		INSURER B Hartford Accident & Indemnity Company		22357	
		INSURER C Hartford Ins Co of the Midwest		37478	
		INSURER D Berkley Assurance Company			
		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 INSUR	INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> JCT <input type="checkbox"/> LPT <input type="checkbox"/> OTHER			65SBATE2179	05/18/2014	05/18/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO REITED PREMISES (Ex or unren e) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & A. V. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP A. \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			65UECZF5945	05/18/2014	05/18/2015	COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			65SBATE2179	05/18/2014	05/18/2015	EACH OCCURRENCE 1,000,000 AGGREGATE 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	65WBCAE1721	01/11/2014	01/11/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE - EMPLOY. 1,000,000 E.L. DISEASE - POLICY LIMIT 1,000,000
D	Professional Liab			VUMB003490	05/18/2014	05/18/2015	See Description

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liab- Claims Made: Aggregate limit \$1,000,000; Limit of liability per claim 1,000,000; Re-troactive date: May 18,2010; Professional Liability E&O Deductible per Claim \$7,500

The General Liability and Business Auto policies Includes a blanket automatic additional insured and blanket automatic waiver of subrogation endorsement (Form SS 00 08 04 05) & (HA 99 16 03 12) that provides additional insured & waiver of subrogation status to the certificate holder only when there is a written contract between certificate holder that requires it or such status;

CERTIFICATE HOLDER**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 

© 1988-2014 ACORD CORPORATION. All rights reserved.

FW: Regular AI-47348 - Head Start Program

From : Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>

Subject : FW: Regular AI-47348 - Head Start Program

To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Cc : Dina Trevino <dina.trevino@co.hidalgo.tx.us>, debbie tamez <debbie.tamez@co.hidalgo.tx.us>

Please attach to AgendaQuick.

Thanks

From: Angelica Salinas [mailto:angelica.salinas@hchsp.org]

Sent: Friday, November 14, 2014 4:03 PM

To: 'Ambrosio Tovar'

Cc: linda.fong@auditor.co.hidalgo.tx.us; edmundogarcia@hchsp.org

Subject: RE: Regular AI-47348 - Head Start Program

Good afternoon Ms. Fong,
Please see below the email approving the contract from Mr. Crain.
The Certificate of Insurance, we will send it to you Monday morning.

If you need anything else please let me know.

Thank you

Angelica Salinas
Hidalgo CO. Head Start Program
Procurement Coordinator
1901 W. State Highway 107
McAllen, TX 78504
956-380-4150
956-381-0439 fax

RE: Approval of Contract - Message (HTML)

File Message

Ignore X Reply Reply Forward Meeting More - Delete All All Done Create New

Inbox To Manager Rules - OneNote Mark Unread Categorize Follow Up - Translate Select - Zoom

Quick Steps Move Actions Tags Editing Zoom

You replied to this message on 11/12/2014 1:26 PM.

From: Steve Crain <scrain@atlashall.com>
To: 'Angelica Salinas'
Cc:
Subject: RE: Approval of Contract

Looks good.

From: Angelica Salinas [mailto:angelica.salinas@hchsp.org]
Sent: Wednesday, November 12, 2014 11:25 AM
To: 'Stephen L. Crain'
Subject: RE: Approval of Contract

Thank you, let me know if it is ok

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, November 12, 2014 11:23 AM
To: 'Angelica Salinas'
Subject: RE: Approval of Contract

Hi Angelica:

See the attached.

Thank you,
Marynel

From: Angelica Salinas [mailto:angelica.salinas@hchsp.org]
Sent: Wednesday, November 12, 2014 10:16 AM
To: 'Stephen L. Crain'
Subject: RE: Approval of Contract

Hi Marynel,

Attached is the corrected Contract, please let me know if we need any other changes.

Thank you
Angelica

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, November 12, 2014 10:08 AM
To: 'Angelica Salinas'
Subject: FW: Approval of Contract

Good morning Angelica:

See the attached.

Thank you,
Marynel

From: Angelica Salinas [mailto:angelica.salinas@hchsp.org]
Sent: Wednesday, November 12, 2014 8:40 AM
To: 'Stephen L. Crain'

See more about: Steve Crain.

From: Ambrosio Tovar [mailto:ambrosio.tovar@hchsp.org]
Sent: Friday, November 14, 2014 3:55 PM
To: Angelica Salinas
Subject: FW: Regular AI-47348 - Head Start Program

apprval

From: Teresa Flores [mailto:teresa.flores@hchsp.org]
Sent: Friday, November 14, 2014 3:02 PM
To: 'Edmundo Garcia'; 'Ambrosio Tovar'
Subject: FW: Regular AI-47348 - Head Start Program

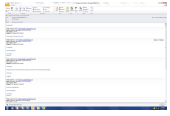
From: Linda Fong [mailto:linda.fong@auditor.co.hidalgo.tx.us]
Sent: Friday, November 14, 2014 2:52 PM
To: Teresa Flores
Cc: Dina Trevino; debbie.tamez@co.hidalgo.tx.us
Subject: Regular AI-47348 - Head Start Program

The Certificate of Insurance does not indicate the County of Hidalgo or the Head Start Program as the Certificate Holder. Also, please attach legal counsel's review and approval of t

Thank you.

Linda Fong
First Assistant Auditor
Hidalgo County Auditor's Office
Ph: (956) 318-2511 ext. 4668
Fax: (956) 318-2577

image003.jpg
78 KB



AI-47347

Head Start 13. B.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Teresa Flores

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

BACKGROUND

Policy Council Approval: 11.19.14

Attachments

Surplus Items

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/12/2014 04:54 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Linda Galaviz		Started On: 11/07/2014 02:23 PM
	Final Approval Date: 11/14/2014	



Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: November 19, 2014

SUBJECT: Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

RATIONALE/NEED: The items listed on the attached surplus materials/equipment list are not in operating condition, they are old and beyond any possible repair.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum and List of Surplus Materials and Equipment

INITIATED BY: Oscar Palacios, Field Operations Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL:

Jerena Flores

[Handwritten signatures in blue ink]

MEMORANDUM



To: Edmundo Garcia, Assistant Program Director

From: Oscar Palacios, Field Operations Director

Subj.: Surplus materials/equipment

Date: November 7, 2014

CC: Teresa Flores, Executive Director
Elma Keller, CFO
Noelia Smith, Benefits Administrator
Files

After a review and evaluation of our inventory of vehicles, supplies and equipment, I am attaching for the consideration and approval of the Policy Council and Commissioners' Court, a comprehensive list of items that have been determined to be obsolete.

These items have been categorized as surplus, due to their state of disrepair, age and in-ability to be used for their intended purpose as per Head Start and State Licensing regulations.

Once authorization is approved by Policy Council and Commissioners' Court, I will transfer these items to the county to be placed on the next scheduled auction on December 3, 2014.

Thank you for your consideration.

Attachments

December 2014 Auction List

Description	Inventory Tag #	Serial/Model #	Qty
ELECTRONICS	***	***	*
FAX MACHINE	16019	KM-F650	1
FAX MACHINE	16678	KM-F650+	1
FAX MACHINE	16021	KM-F650	1
TYPEWRITER-IBM SERIES 2	N/A	11-0248859	1
RADIOS	N/A	N/A	2
SONY CD-R/RW RADIO PLAYBACK	N/A	N/A	3
CALIFONE CD/RADIO PLAYBACK	N/A	N/A	2
CALIFONE CASSETTE RECORDER	011061	DG280386	1
CALIFONE CASSETTE RECORDER	011062	DG280387	1
AMPLIVOX RADIO CD/MP3	N/A	N/A	1
CANON CALCULATOR	009094	N/A	1
KLH DVD/TV COMBO	PF00096	N/A	1
KLH DVD/TV COMBO	PF00098	N/A	1
KLH DVD/TV COMBO	PF00099	N/A	1
KLH DVD/TV COMBO	PF00100	N/A	1
MAGNAVOX DVD/TV COMBO	N/A	V48574540	1
FELLOWS PAPER SHREDDER	N/A	CRC 30100	1
APPLIANCES	***	***	*
SMALL REFRIGERATOR	18295	N/A	1
FRIGIDAIRE REFRIGERATOR	014972	LA13018488	1
FURNITURE	***	***	*
COTS	N/A	N/A	125
INCOMPLETE COT	N/A	N/A	1
MAROON CHAIRS	N/A	N/A	4
RED CHAIR	N/A	N/A	1
2-DOOR METAL STORAGE CABINET	005338	N/A	1
2-DOOR METAL STORAGE CABINET	005339	N/A	1
2-DOOR METAL STORAGE CABINET	012254	N/A	1
2-DOOR METAL STORAGE CABINET	16073	N/A	1
4-DRAWER METAL FILE CABINET	010319	N/A	1
4-DRAWER METAL FILE CABINET	009106	N/A	1
WOODEN BOOK SHELF	16296	N/A	1
WOODEN BOOK SHELF	N/A	N/A	4
METAL DESK	N/A	N/A	1
LARGE CHALK BOARDS	N/A	N/A	6

FURNITURE (CONT'D)			PG 2
SMALL CHALK BOARDS	N/A	N/A	7
OFFICE CHAIRS	N/A	N/A	7
LOBBY CHAIRS	N/A	N/A	3
WOODEN LOCKER/CUBBY	007077	N/A	1
WOODEN CUBBY	009262	N/A	1
EASEL	00440	N/A	1
EASEL	N/A	N/A	2
CHILDRENS FURNITURE	***	***	*
CHAIRS	N/A	N/A	13
CHAIR (BROKEN)	N/A	N/A	1
TOYS	***	***	*
PLAYGROUND FUN HOUSE	N/A	N/A	2
PLAYGROUND FIRE TRUCK	N/A	N/A	1
SAND BOX	N/A	N/A	1
WOODEN KITCHEN	N/A	N/A	3
WOODEN CRIBS	N/A	N/A	2
METAL TRICYCLE	N/A	N/A	1
SAND/WATER TABLE	N/A	N/A	1
DISABILITY EQUIPMENT	***	***	*
SWINGS	N/A	N/A	2
JANITORIAL EQUIPMENT	***	***	*
HOOVER VACUUM	18819	N/A	1
HOOVER VACUUM	19214	N/A	1
HOOVER VACUUM	19315	N/A	1
HOOVER VACUUM	19323	N/A	1
HOOVER VACUUM	19804	N/A	1
HOOVER VACUUM	19811	N/A	1
HOOVER VACUUM	19972	N/A	1

			PG 3
KITCHEN EQUIPMENT	***	***	*
60 OZ PITCHER	N/A	N/A	6
3 OZ SPOONS	N/A	N/A	17
8 INCH PLATES	N/A	N/A	37
SCOOPS	N/A	N/A	40
3 COMPARTMENT PLATES	N/A	N/A	69
CEREAL BOWLS	N/A	N/A	121
APW WYOTT COUNTERTOP WARMERS	N/A	802521007981	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009005	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009007	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009009	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009016	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009018	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009019	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009021	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009029	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009035	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009036	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009037	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009041	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009129	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009133	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009692	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009735	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009744	1
APW WYOTT COUNTERTOP WARMERS	N/A	802521009758	1
ELKAY WALL MOUNT WATER FOUNTAIN	N/A	940613715	1
ELKAY WALL MOUNT WATER FOUNTAIN	N/A	N/A	1
AUTOMOTIVE	***	***	
BOBCAT TIRES (USED)	N/A	N/A	4
BOBCAT TIRE RIM	N/A	N/A	1
BUS TIRE RIMS	N/A	N/A	2
BUS TIRES (USED)	N/A	N/A	19
PICK UP/VAN TIRES (USED)	N/A	N/A	22

			PG 4
ELECTRICAL/AIR COND.	***	***	
BREAKER BOX	N/A	N/A	4
LARGE A/C DRAIN PANS	N/A	N/A	2
A/C COMPRESSOR	0002795	L02050155G	1
3 TON A/C UNIT	00001598	WOE9752387	1
OUTDOOR EQUIPMENT	***	***	
21" CRAFTSMEN LAWN MOWER	16673	041006M004979	1
21" YARD MACHINE LAWN MOWER	20275	11A-B13M729	1
21" YARD MACHINE LAWN MOWER	20236	1G183K10514	1
ECHO POLE CHAINSAW	19278	N/A	1
ECHO BLOWER PB-200	N/A	N/A	1
ECHO BLOWER	003701	NA/	1
HOMELITE BLOWER UT08550A	18371	ATL2210391	1
TOOLS	***	***	
3" POWERCABLE BELT SANDER	46623	N/A	1
3" POWERCABLE BELT SANDER	009201	N/A	1
3" POWERCABLE BELT SANDER	16622	N/A	1
3" POWERCABLE BELT SANDER	16436	N/A	1
HAMMER DRILL	003864	N/A	1
AIR COMPRESSOR EXFAC-100-1	N/A	N/A	1
HUSKY AIR COMPRESSOR 32 GALLON	N/A	N/A	1
DEWALT CORDLESS DRILL DC920	N/A	N/A	1
DEWALT CORDLESS DRILL DC728	N/A	487725	1
DEWALT CORDLESS DRILL DW 954	N/A	379763	1
DEWALT CORDLESS DRILL DC925	N/A	678954	1
MILWAUKEE 7 1/4" CIRCULAR SAW	3874	546B497080116	1

Head Start Program 2014 Auction By Tag Number

HCHSP Inventory

Description	Model Type	Serial N ^o	Exp Serv	Tag	Barcode
Computer	Mod#IBM NETVISTA	6274-13	N/A	012627	00002735
Computer	Mod#IBM NETVISTA	1S627413UAM86YBF	N/A	012629	
Printer	Mod#5 HP Laser Jet	USKC078213	N/A	013155	None
Printer	Mod#940c HP Desk Jet	MX2606F0YV	N/A	015341	None
Printer	Mod#940c HP Desk Jet	MX2606F13T	N/A	015399	None
Printer	Mod#1200N HP Business Ink Jet	TH4A811038	N/A	16368	None
Printer	Mod#1200N HP Business Ink Jet	TH4861104M	N/A	16430	None
Printer	Mod#940c HP Desk Jet	MX2606F13H	N/A	16587	None
Computer	Mod#745 Dell Optiplex	JQBJ6C1	42950355409	16785	00002001
Computer	Mod#745 Dell Optiplex	FPBJ6C1	341822759889	16786	00001669
Computer	Mod#745 Dell Optiplex	3PBJ6C1	8061371857	16789	
Monitor	Dell 17" Flat Panel	CN-0Y9833-71618-696-A970	N/A	16814	
Printer	Mod#5650 HP Desk Jet	MY4724Q09W	N/A	16995	None
Computer	Mod#GX280 Dell Optiplex	BFR9Y71	N/A	16998	00001881
Computer	Mod#GX280 Dell Optiplex	4NSC761	10145449801	17011	00001234
Computer	Mod#GX280 Dell Optiplex	5JSC761	12080367433	17019	
Computer	Mod#GX280 Dell Optiplex	9JSC761	20787496777	17021	
Computer	Mod#E4000 Gateway	0029227976	N/A	17032	
Computer	Mod#GX280 Dell Optiplex	BKSC761	25201527625	17039	
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AJ10	N/A	17053	00002097
Computer	Mod#GX280 Dell Optiplex	JDR9Y71	42190738525	17086	
Printer	Mod#5550 HP Desk Jet	MY28Q1K02V	N/A	17099	None
Printer	Mod#4350tn HP Laser Jet	CNRXR47782	N/A	17113	None
DV-Recorder	Mod#INTLX-16 CIF 3.2 Standard 160GB	074765000815	N/A	17267	00001397
DV-Recorder	Mod#INTLX-16 CIF 3.2 Standard 160GB	074765000824	N/A	17353	00001546
DV-Recorder	Mod#INTLX-16 CIF 3.2 Standard 160GB	074466000828	N/A	17356	
DV-Recorder	Mod#INTLX-16 CIF 3.2 Standard 160GB	074466000819	N/A	17358	
DV-Recorder	Mod#INTLX-9 CIF 3.2 Standard 160GB	074465000718	N/A	17366	0002030
DV-Recorder	Mod#INTLX-9 CIF 3.2 Standard 160GB	074765000840	N/A	17370	00001229
DV-Recorder	Mod#INTLX-9 CIF 3.2 Standard 160GB	074765000820	N/A	17377	
DV-Recorder	Mod#INTLX-9 CIF 3.2 Standard 160GB	074765000799	N/A	17381	
DV-Recorder	Mod#INTLX-9 CIF 3.2 Standard 160GB	074765000839	N/A	17385	
DV-Recorder	Mod#INTLX-9 CIF 3.2 Standard 160GB	074765000832	N/A	17394	
DV-Recorder	Mod#INTLX-16 CIF 3.2 Standard 160GB	074466000835	N/A	17396	
DV-Recorder	Mod#INTLX-16 CIF 3.2 Standard 160GB	074466000850	N/A	17398	
DV-Recorder	Mod#INTLX-9 CIF 3.2 Standard 160GB	074765000813	N/A	17400	
DV-Recorder	Mod#INTLX-16 CIF 3.2 Standard 160GB	074765000838	N/A	17402	
Computer	Mod#GX280 Dell Optiplex	HKSC761	38262221641	17405	00002731
DV-Recorder	Mod#INTLX-9 CIF 3.2 Standard 160GB	074765000822	N/A	17411	
DV-Recorder	Mod#INTLX-16 CIF 3.2 Standard 160GB	074466000837	N/A	17417	

HCHSP Inventory

Description	Model Type	Serial N°	Exp Serv	Tag	Barcode
Computer	Mod#GX280 Dell Optiplex	2KSC761	5610486601	17421	
Computer	Mod#E4000 Gateway	0029227964	N/A	17423	
DV-Recorder	Mod#INTLX-16 CIF 3.2 Standard 160GB	074765000835	N/A	17439	
DV-Recorder	Mod#INTLX-9 CIF 3.2 Standard 160GB	074765000841	N/A	17464	
Printer	Mod#K5400dtn HP Office Jet Pro	MY74N44057	N/A	17484	None
Router	Mod#3347 Netopia w/Wireless Option	32125428	N/A	17542	None
Printer	Mod#K5400dtn HP Office Jet Pro	MY84068279	N/A	17555	None
Printer	Mod#K5400dtn HP Office Jet Pro	MY8AB680RW	N/A	17601	None
Printer	Mod#K5400dtn HP Office Jet Pro	MY826681FY	N/A	17804	None
Printer	Mod#K5400dtn HP Office Jet Pro	MY86H680FV	N/A	17806	None
Printer	Mod#C6200 HP Photosmart	MY844H20G6	N/A	17871	None
Printer	Mod#8000 HP Office Jet Pro	MY9BB241ZT	N/A	17939	None
Printer	Mod#8000 HP Office Jet Pro	MY9BB24141	N/A	17947	None
Printer	Mod#8000 HP Office Jet Pro	MY9BA2403M	N/A	17948	None
Printer	Mod#8000 HP Office Jet Pro	MY9B924309	N/A	17949	None
Printer	Mod#8000 HP Office Jet Pro	MY9BA2424G	N/A	17951	None
Printer	Mod#8000 HP Office Jet Pro	MY9BB240V4	N/A	17953	None
Printer	Mod#8000 HP Office Jet Pro	MY9BB240JC	N/A	17954	None
Printer	Mod#6360DN Xerox Phaser	DBY260675	N/A	18115	00002737
Camera-Surv	Mod#5D-21DN AT	1035059N	N/A	19046	N/A
DV-Monitor	Mod#MON-19LCD BL-CCTV 19"	LML93BA10055	N/A	19610	00001495
DV-Monitor	Mod#MON-19LCD BL-CCTV 19"	LML93BA10019	N/A	19617	00001267
DV-Monitor	Mod#MON-19LCD BL-CCTV 19"	LML93BA10078	N/A	19619	00001356
DV-Monitor	Mod#MON-19LCD BL-CCTV 19"	LML93BA10089	N/A	19620	
Router	Mod#3347 Motorola w/Wireless Option	155552682016	N/A	19629	None
Projector	Mod#IN3116 Infocus	BELB05100556	N/A	19631	None
Printer	Mod#8000 HP Office Jet Pro	HK15F3Q0JJ	N/A	19872	None
Printer	Mod#8000 HP Office Jet Pro	CN1823Q2QS	N/A	19874	None
Printer	Mod#8000 HP Office Jet Pro	CN1823Q2QW	N/A	19876	None
Printer	Mod#8000 HP Office Jet Pro	HK15F3Q0JC	N/A	19877	None
Printer	Mod#8000 HP Office Jet Pro	CN1823Q2QR	N/A	19878	None
Printer	Mod#8000 HP Office Jet Pro	CN1823Q2M3	N/A	19879	None
Printer	Mod#8000 HP Office Jet Pro	CN1823Q2S9	N/A	19880	None
Printer	Mod#8000 Enterprise HP Office Jet Pro	CN25FBM0DC	N/A	20009	None
Printer	Mod#8000 Enterprise HP Office Jet Pro	CN25FBM07M	N/A	20010	None
Printer	Mod#8000 Enterprise HP Office Jet Pro	CN2APBM0F4	N/A	20038	None
Camera-Surv	Mod#5D-21DN AT	1035066N	N/A	None	N/A
Camera-Surv	Mod#ADCbh2506t	B08TCD0046	N/A	None	N/A
Camera-Surv	Mod#ADCP2865CN	907TPB0202	N/A	None	N/A
Camera-Surv	Mod#ADCP3895CN	907TPB0099	N/A	None	N/A
Camera-Surv	Mod#ADCP3895CN	907TPB0153	N/A	None	N/A

HCHSP Inventory

Description	Model Type	Serial N ^o	Exp Serv	Tag	Barcode
Camera-Surv	Mod#ADCP3895CN	907TPB0163	N/A	None	N/A
Camera-Surv	Mod#ADCP3895CN	907TPB0218	N/A	None	N/A
Camera-Surv	Mod#ADCP3895CN	907TPB0594	N/A	None	N/A
Camera-Surv	Mod#ADCP3895CN	907TPB0597	N/A	None	N/A
Camera-Surv	Mod#ADCP3895CN	907TPB0612	N/A	None	00002964
Camera-Surv	Mod#ADCP3895CN	907TPB0666	N/A	None	N/A
Camera-Surv	Mod#ADCP3895CN	907TPB0689	N/A	None	N/A
Camera-Surv	Mod#ADCP3895CN	907TPB0879	N/A	None	N/A
Camera-Surv	Mod#ADCP3895CN	907TPB0896	N/A	None	N/A
Camera-Surv	Mod#ADCP3895CN	907TPB0942	N/A	None	N/A
Camera-Surv	Mod#ADCP3895CN	907TPB1356	N/A	None	N/A
Camera-Surv	Mod#ADCPWH3885CN	907TPB0837	N/A	None	N/A
Camera-Surv	Mod#C-Di210 Indoor Dome 600TVL	11507637	N/A	None	N/A

AI-47339

Budget and Management 14. A.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted By: Angelica M. Tapia, BUDGET
& MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Presentation by Alamo Insurance Group, the County's health insurance consultant
2. Discussion, consideration and approval to amend the County's retiree medical plan
3. Approval of Retiree medical plan premiums

BACKGROUND

No files attached. Documentation to be distributed during presentation.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2014 10:16 AM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Angelica M. Tapia		Started On: 11/07/2014
	Final Approval Date: 11/14/2014	

AI-47398

Budget and Management 14. B.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Sergio Cruz, Budget Officer

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

WIC Department (1292):

Discussion, consideration, and approval to set the indirect cost allocation rate for the FY 15 WIC Grant Program, as follows:

Effective Date	Rate
October 01, 2014 to October 31, 2014	10%
November 01, 2014 to September 30, 2015	7.36%

BACKGROUND

Fiscal Impact

FISCAL YEAR: SEE BELOW

ACCT. #: SEE BELOW

FUNDS AVAILABLE Y/N?: YES

MATCHING FUNDS Y/N?: N/A

BUDGETARY IMPACT:

No budgetary impact.

Indirect Costs will be paid from WIC ADM- Indirect Costs 4-1292-441-00-350-001-4-312

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	11/14/2014 11:01 AM
Budget & Management	Veronica Ortiz	11/14/2014 01:47 PM
Manuel Chapa	Debbie Tamez	11/14/2014 01:50 PM
Obdett Calzada	Obdett Calzada	11/14/2014 02:48 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Rosie Cantu		Started On: 11/13/2014
	Final Approval Date: 11/14/2014	

AI-47252

Budget and Management 14. C.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: IT

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of \$6,928.83 (First Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

BACKGROUND

Texas VINE Annual Maintenance Grant Contract - Fiscal Year 2015 was approved by Commissioners' Court on September 09, 2014 (AI# 46084).

Fiscal Impact

FISCAL YEAR:

ACCT. #: 4-1283-415-00-200-005-5-336

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact

Revenue acct #4-1283-334-10-200-005-5-000 "Texas Vine Program Revenue"

Grant FY 2015

Attachments

Reimb Invoice

Production record 1st qtr

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	11/12/2014 11:34 AM
Budget & Management	Debbie Tamez	11/12/2014 04:51 PM
Budget & Management	Debbie Tamez	11/12/2014 04:52 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Manuel Chapa		Started On: 11/03/2014
Final Approval Date: 11/14/2014		

**Office of the Attorney General
Statewide Automated Victim Notification Services (SAVNS)
Fiscal Year 2015 Invoice**

		PHASE TYPE	
Place an "X" to the right of the applicable quarter(s)	1st Quarter	November 30, 2014	
	2nd Quarter	February 28, 2015	
	3rd Quarter	May 31, 2015	
	4th Quarter	August 31, 2015	
Mail To: Office of the Attorney General Grants Administration Division - MC005 P.O. Box 12548 Austin, TX 78711-2548	Date of Invoice:		
	Invoice #:		
	Texas TIN:		
	Organization Name:	Hidalgo County	
	Mailing Address:	2808 S. Business Hwy. 281	
	City:	Edinburg	
	State:	TX	
Grants Administration Division (GAD) Contact Attn: Finance Section Title: Financial Specialist Email: Pinni.Warner@texasattorneygeneral.gov Telephone: (512) 936-6397	Zip Code:	78539	
	Contact Person:	Ray Eufrazio, CPA	
	Title:	County Auditor	
	Email Address:	ray.eufrazio@auditor.co.hidalgo.tx.us	
	Telephone:	956-318-2511 x4604	
Month of Service	OAG GRANT #		Amount of Claim
Nov-14	1554914	PCA 10352	\$6,928.83
Note - 1: Invoice must be received for the prior quarter by the 5th of the next month following the end of each quarter.	Description of Services: Note 2: Reimbursement for services rendered on a contract basis under the Statewide Automated Victim Notification Service (SAVNS) Grant to the Office of the Attorney General (Term: September 1, 2014 to August 31, 2015). Note - 3: None of the costs billed under this invoice have been charged to any other state or federal grant, contract, or any other funding source. I certify that the expenses being requested for reimbursement are correct and unpaid.		Note - 4: The amount of claim must not exceed the amount stated in "Total Due" line on the Certified Vendor Invoice.
Authorized Official or Designee Signature Note - 5: Must be signed by the Authorized Official or Alternate Designee	Signature of Authorized Official or Alternate Designee		Date
	Type/Print Authorized Official Name or Alternate Designee and Title		
<i>For OAG Use Only</i>			
Date Received by Grants Administration Division of the OAG:	GAD Fiscal Approval / Date		Date Received by OAG Accounting:



OFFICE of the ATTORNEY GENERAL
GREG ABBOTT

Texas Statewide Automated Victim Notification Service (SAVNS) FY 2015 Quarterly Verification of Continuing Production Record

The purpose of this record is to establish a regular schedule for the Grantee to provide an update regarding the Texas SAVNS Program. The intent is to ensure that the Grantee is aware of the ongoing status of its Texas SAVNS Program functionality and continuing production. The OAG will crosscheck Grantee verifications with those of the Certified Vendor.

Grantee:	Hidalgo County	Contract Number:	1554914
-----------------	-----------------------	-------------------------	----------------

Yes	No	N/A	Grantee Responsibility
X			As of the date below, SAVNS Jail Records are on production and available.
X			As of the date below, SAVNS Court Records are on production and available.
X			County SAVNS Problem Log notes all problems and resolutions.
	X		Program Coordinator/Grant Contact keeps a SAVNS grant file.

Check 'Yes' or 'No' for each box.

the SAVNS file is kept at Auditors office.

The primary responsibility for signing this verification is the Designated Authorized Official. Unchecked or checked 'No' boxes require an explanation in the Explanation/Comments Box.

County Verification:

Signature
Ramon Garcia

Printed Name
Hidalgo County Judge

Title

Date

Explanation/Comments:

*** This completed and signed document must be submitted as an attachment to the quarterly invoice in order for payment to be made on your County's behalf, for costs associated with Annual Maintenance. Please keep a copy in your grant file.

AI-47366

Budget and Management 14. D.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Sergio Cruz

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Amend Hidalgo County Certificates of Obligation, Series 2006 Order.
2. Amend Hidalgo County Limited Tax Refunding Bonds, Series 2014 Order.
3. Consideration and approval of order authorizing issuance, sale and delivery of Hidalgo County, Texas Certificates of Obligation, Series 2014; payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law and a limited pledge (never to exceed \$1000) from the surplus net revenues from the operation of the County's parks as authorized pursuant to Chapter 320, Local Government Code; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; authorizing the use of an official statement to be used in connection with the sale of the certificates; and making other provisions regarding such certificates and matters incident thereto.
4. Consideration and approval of order authorizing issuance, sale and delivery of Hidalgo County, Texas Tax Notes, Series 2014; payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law as authorized pursuant to Chapter 1431, Texas Government Code; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; authorizing the use of an official statement to be used in connection with the sale of the notes; and making other provisions regarding such notes and matters incident thereto.

BACKGROUND

Attachments

Certificates of Obligation, Series 2006 - Order

Limited Tax Refunding Bonds, Series 2014 - Order

Certificate of Obligations, 2014 - Order

Tax Notes, 2014 - Order

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	11/12/2014 10:35 AM
Budget & Management	Veronica Ortiz	11/13/2014 04:12 PM
Roland Garcia	Veronica Ortiz	11/14/2014 08:49 AM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Sylvia Solis		Started On: 11/12/2014 08:53 AM
	Final Approval Date: 11/14/2014	

ORDER AMENDING AN ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF HIDALGO COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2006, DATED AUGUST 15, 2006, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$38,770,000 TO ALLOW THE COUNTY TO FUND A REFUNDING ESCROW IN ACCORDANCE WITH THE PROVISIONS OF TEXAS GOVERNMENT CODE, SECTION 1207.00, ET SEQ., AND MAKING OTHER PROVISIONS INCIDENT THERETO

STATE OF TEXAS §

COUNTY OF HIDALGO §

WHEREAS, the Commissioners Court (the “Commissioners Court”) of Hidalgo County, Texas (the “County”), has heretofore issued, sold, and delivered, and there are currently outstanding its Hidalgo County, Texas Certificates of Obligation, Series 2006, dated August 15, 2006, in the original principal amount of \$38,770,000 (the “Certificates”), of which the principal amounts maturing on or after August 15, 2017, in whole or in part, can be redeemed on August 15, 2016, and on any date thereafter;

WHEREAS, the Commissioners Court desires to refund all or some of the maturities of the Certificates under the provisions of the order authorizing the Certificates (the “Certificate Order”) and in conformity with the provisions of Texas Government Code, Section 1207.00, et seq.;

NOW, IT IS HEREBY ORDERED:

1. Section 26. Defeasance of the Certificate Order Is Amended

Section 26 of the Certificate Order is hereby amended as follows:

Defeasance. The County may defease the provisions of this Order and discharge its obligations to the Registered Owners of any or all of the Certificates to pay the principal of and interest thereon in any manner permitted by law, including by depositing with the Paying Agent/Registrar or with the State Treasurer of the State of Texas either: (a) cash in an amount equal to the principal amount of such Notes plus interest thereon to the date of maturity, or (b) pursuant to an escrow or trust agreement, cash and/or direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; [noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing

the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, in principal amounts and maturities and bearing interest at rates sufficient to provide for the timely payment of the principal amount of the Notes plus interest thereon to the date of maturity. Upon such deposit, such Notes shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the County.]

PASSED AND APPROVED ON _____.

COUNTY OF HIDALGO

County Judge

ATTEST:

County Clerk

SEAL

ORDER AMENDING AN ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF HIDALGO COUNTY, TEXAS REFUNDING BONDS, SERIES 2014, DATED SEPTEMBER 30, 2014 AND DELEGATING CERTAIN AUTHORITY TO COUNTY OFFICIALS TO UNDERTAKE THE REFUNDING OF ALL OR SOME OF THE COUNTY'S OUTSTANDING CERTIFICATES OF OBLIGATION, SERIES 2006 (THE "CERTIFICATES"), IN THE ORIGINAL PRINCIPAL AMOUNT OF \$38,770,000 TO ALLOW THE COUNTY TO FUND A REFUNDING ESCROW IN ACCORDANCE WITH THE PROVISIONS OF TEXAS GOVERNMENT CODE, SECTION 1207.00, ET SEQ., AND MAKING OTHER PROVISIONS INCIDENT THERETO

STATE OF TEXAS §

COUNTY OF HIDALGO §

WHEREAS, the Commissioners Court (the "Commissioners Court") of Hidalgo County, Texas (the "County"), has heretofore issued, sold, and delivered, and there are currently outstanding its Hidalgo County, Texas Certificates of Obligation, Series 2006, dated August 15, 2006, in the original principal amount of \$38,770,000 (the "Certificates"), of which the principal amounts maturing on or after August 15, 2017, in whole or in part, can be redeemed on August 15, 2016, and on any date thereafter;

WHEREAS, the Commissioners Court desires to refund all or some of the maturities of the Certificates under the provisions of the order authorizing the Certificates (the "Certificate Order") and in conformity with the provisions of Texas Government Code, Section 1207.00, et seq.;

WHEREAS, the Commissioners Court adopted on September 30, 2014, an ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF HIDALGO COUNTY, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2014C; DELEGATING CERTAIN AUTHORITY TO THE COUNTY JUDGE AND THE COUNTY EXECUTIVE OFFICER PURSUANT TO THE PROVISIONS OF TEXAS GOVERNMENT CODE, SECTIONS 1207.007 AND 1207.008; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX; AUTHORIZING THE REFUNDING OF CERTAIN OUTSTANDING OBLIGATIONS; AUTHORIZING THE EXECUTION OF A BOND PURCHASE CONTRACT; APPROVING AN OFFICIAL STATEMENT, EXECUTION OF AN ESCROW AND TRUST AGREEMENT, AND MAKING OTHER PROVISIONS REGARDING SUCH BONDS AND MATTERS INCIDENT THERETO (THE "DELEGATION ORDER");

WHEREAS, on even date hereof, the Commissioners Court adopted an ORDER AMENDING AN ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF HIDALGO COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2006, DATED AUGUST 15, 2006, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$38,770,000 TO ALLOW THE COUNTY TO FUND A REFUNDING ESCROW IN ACCORDANCE WITH THE

PROVISIONS OF TEXAS GOVERNMENT CODE, SECTION 1207.00, ET SEQ., AND MAKING OTHER PROVISIONS INCIDENT THERETO (“ORDER AMENDING CERTIFICATE ORDER”)

WHEREAS, the Commissioners Court desires to amend the Delegation Order to the extent that the Delegation Order incorporate the delegation of authority by the Commissioners Court to authorize the selection of and contract with an escrow agent under the terms of which all eligible securities under the provisions of Texas Government Code Section 1207.00, et seq., may be purchased and used to fund the refunding escrow to refund the Certificates;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. Delegation Order Hereby Amended

The Delegation Order is hereby amended as follows so that County officials who have been granted the authority to refund some or all of the Certificates within the limited parameters set out in the Delegation Order are given additional parameters with respect to the eligible securities which may be purchased with proceeds of the Refunding Bonds:

(a) Section 22 Tax Exemption. (b) Use of Gross Proceeds is amended as follows:

- (i) The County will use proceeds of the Bonds in the amount of \$_____, and \$_____ to be retained in the form of cash, to purchase State and Local Government Series (“SLGS”) securities of the U.S. Treasury Bureau of Public Debt, deposited to the escrow fund to refund the Refunded Obligations; or
- (ii) The County may use proceeds of the Bonds and the County’s available cash, if any, to acquire and deposit to the escrow fund, direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, in principal

amounts and maturities and bearing interest at rates sufficient to provide for the timely payment of the principal amount of the Certificates plus interest thereon to the date of maturity. Upon such deposit, such Certificates shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the County.]

PASSED AND APPROVED ON _____.

COUNTY OF HIDALGO

County Judge

ATTEST:

County Clerk

SEAL

ORDER AUTHORIZING ISSUANCE, SALE AND DELIVERY HIDALGO COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2014; PAYABLE FROM THE LEVY OF A DIRECT AND CONTINUING ANNUAL AD VALOREM TAX WITHIN THE LIMITS PRESCRIBED BY LAW AND A LIMITED PLEDGE (NEVER TO EXCEED \$1000) FROM THE SURPLUS NET REVENUES FROM THE OPERATION OF THE COUNTY'S PARKS AS AUTHORIZED PURSUANT TO CHAPTER 320, LOCAL GOVERNMENT CODE; PRESCRIBING THE TERMS AND FORM THEREOF; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL THEREOF AND INTEREST THEREON; AUTHORIZING THE USE OF AN OFFICIAL STATEMENT TO BE USED IN CONNECTION WITH THE SALE OF THE CERTIFICATES; AND MAKING OTHER PROVISIONS REGARDING SUCH CERTIFICATES AND MATTERS INCIDENT THERETO.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

WHEREAS, the County of Hidalgo, Texas (the "County") is authorized by the Certificate of Obligation Act of 1971, as amended, Chapter 271, Subchapter C of the Texas Local Government Code, as amended (the "Act"), to issue certificates of obligation (the "Certificates") to pay contractual obligations to be incurred by the County for certain public purposes and for cost of issuance of Certificates;

WHEREAS, the Commissioners Court (the "Commissioners Court") of Hidalgo County, Texas (the "County"), has determined that the Certificates should be issued to pay for the Project, as defined below, and to pay for the cost of issuance of such Certificates;

WHEREAS, pursuant to the said provisions of the Act, the Commissioners Court of the County authorized, and the County published notice of its intention to issue the Certificates authorized herein once a week for two consecutive weeks in a newspaper, as defined by the Texas Gov't. Code §2051.041 et seq., that is of general circulation in the County, with the first publication of such notice occurring before the 30th day before the date hereof;

WHEREAS, as of the date hereof, neither the County Clerk nor any other official of the County has received a petition signed by at least five percent of the qualified voters of the County protesting the issuance of the Certificates authorized herein;

WHEREAS, the Commissioners Court is of the opinion and has determined that it is in the best interest of the County to issue the Certificates payable from an ad valorem tax levied, within the limits prescribed by law, on taxable property located within the County and a limited pledge (never to exceed \$1000) from the Surplus Net Revenues from the operation of the County's parks as authorized pursuant to Chapter 320, Local Government Code; and

WHEREAS, the Commissioners Court hereby finds and determines that this order was adopted at a regularly scheduled meeting of the Commissioners Court, as set out under the provisions of Section 81.006, Local Government Code; and

WHEREAS, it is hereby officially found and determined that public notice of the time, place and purpose of the meeting at which this Order was approved was given, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF THE COUNTY OF HIDALGO, TEXAS:

1. Definitions. All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Certificates. As used herein, the following terms and expressions shall have the meanings specified unless the context clearly indicates otherwise:

“Act” means Chapter 271, as amended, Local Government Code.

“Attorney General” shall mean Attorney General of Texas.

“Business Day” shall mean any day which is not a Saturday, Sunday, legal holiday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

“Certificates” shall mean any or all of the Hidalgo County, Texas Certificates of Obligation, Series 2014, authorized by this Order.

“Closing Date” means the date of the initial delivery for and payment of the Certificates.

“Code” shall mean the Internal Revenue Code of 1986, as amended, by all legislation, if any, effective on or before the Closing Date.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Computation Date” shall mean each date on which the rebate amount for an issue is computed under §148-3(e) of the Regulations.

“County” shall mean the County of Hidalgo, Texas and, where appropriate, the Commissioners

Court.

“Debt Service Fund” shall mean the debt service fund established by the County pursuant to Section 18(a) of this Order.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with Certificates credited to an account maintained on its behalf by DTC.

“Fiscal Year” shall mean the County's then designated fiscal year which shall be the twelve-month period beginning on January 1 of one year and ending on December 31 of the following year or such other period of twelve months as may be approved by Commissioners Court.

“Gross Proceeds” shall mean any proceeds and replacement proceeds (as defined in the Internal Revenue Code of 1986, and the Regulations adopted thereunder) of the issue of obligations authorized under the Order.

“Initial Certificate” means the initial certificate authorized by Section 5 of this Order.

“Interest Payment Date” when used in connection with any Certificate, shall mean February 15 and August 15 of each year, commencing February 15, 2015 and continuing thereafter until maturity.

“Investment” shall mean any investment property as defined in section 148(b)(2) and 148(b)(3) of the Code.

“Issue Date” shall mean the date on which the Certificates are delivered to and paid for by the purchaser of the Certificates.

“Issuer” shall mean the County of Hidalgo, Texas.

“MSRB” means the Municipal Securities Rulemaking Board.

“Nonpurpose Investment” shall mean any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“Order” shall mean this Order and all amendments hereof and supplements hereto.

“Outstanding” when used with reference to the Certificates means, as of a particular date, all Certificates theretofore and thereupon delivered pursuant to this Order except: (a) any Certificate canceled by or on behalf of the County at or before such date; (b) any Certificate defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Certificate in lieu of or in substitution for which a replacement Certificate shall have been

delivered pursuant to this Order.

“Owner” or “Holder” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” shall mean The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, and its successors in that capacity.

“Project” shall mean the construction of mechanic shops, community resource centers, and parks; construction, and improvement of road and drainage systems, including acquisition of lands and rights of way and professional services; purchase of equipment; adult detention center and law enforcement center renovations and; payment of costs of issuance of the Certificates.

“Project Fund” means the fund established by Section 20(d) of this Order.

“Rebate Amount” shall have the meaning set forth in Section 1.148-1 (b) of the Regulations.

“Record Date” shall mean the close of business on the last business day of the month next preceding each Interest Payment Date.

“Register” shall mean the registration books for the Certificates kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Certificates.

“Registered Owner or Owners” shall mean the person or entity in whose name any Certificate is registered in the Register.

“Regulations” shall mean any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final income tax regulation designed to supplement, amend or replace the specific Regulation referenced.

“Rule” shall mean SEC Rule 15c2-12, as amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Surplus Net Revenues” shall mean gross revenues from the operation of those properties and facilities of the County’s parks, after the deduction of the necessary and reasonable expenses of the operation and maintenance of the properties and facilities and after the deduction of the net revenues pledged to the payment of any prior lien bonds.

“Yield” shall mean any yield computed under Section 1.148-5 of the Regulations for any Investment, and yield computed under Section 1.148-4 of the Regulations for any Issue.

2. Findings. The County hereby finds and determines that the recitations contained in the preamble hereto are true and correct.

3. Authorization; Consideration. The Certificates shall be issued in fully registered form, without coupons, under and pursuant to the authority of Sections 271.041 through 271.063, Texas Local Government Code, as amended, in the total authorized aggregate principal amount of Nineteen Million Nine Hundred Fifty Thousand Dollars (\$19,950,000) for the purpose of paying contractual obligations to be incurred by the County for the Project and to pay for the cost of issuance of such Certificates.

4. Designation, Date and Interest Payment Dates. The Certificates shall be designated as the “Hidalgo County, Texas Certificates of Obligation, Series 2014,” and shall be dated November 15, 2014 (the “Dated Date”). The Certificates shall bear interest at the rate set forth in Section 5 of this Order, from the later of the date of delivery or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on February 15 and August 15 of each year, commencing February 15, 2015. If the date for the payment of the principal of or interest on the Certificates shall be on a date other than a Business Day, then the date for such payment shall be the next succeeding Business day; and payment on such date shall have the same force and effect as if made on the original date payment was due.

5. Initial Certificate(s); Numbers, Denominations.

(a) The Certificates herein authorized shall be issued initially either (i) as a single fully registered Certificate in the total principal amount authorized, with principal installments to become due and payable as provided in this Section 5 and numbered T-1, or (ii) as separate fully registered Certificates for each year of stated maturity in the applicable principal amounts and denominations and to be numbered consecutively from T-1 and upward (the Initial Certificate(s)), and, in either case, the Initial Certificate(s) shall be registered in the name of the purchaser(s) (the “Purchaser(s)”). The Initial Certificate(s) shall be submitted to the office of the Attorney General of the State of Texas for approval, certified and registered by the office of the Comptroller of Public Accounts and delivered to the Paying Agent/Registrar. Any time after the delivery of the Initial Certificates, the Paying Agent/Registrar, pursuant to written instructions from the Purchaser, or the designee(s) thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, stated maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Purchasers named at the address identified therefor; all pursuant to and in accordance with such written instructions from the County, and such other information and documentation as the Paying Agent/Registrar may reasonably require. The Initial Certificate(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

MATURITY SCHEDULE
\$19,950,000

<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
-----------------------------------	-----------------------------------	--------------------------------

(August 15)

2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034

6. Optional Redemption Prior to Maturity. The Certificates are subject to redemption prior to maturity as follows:

(a) The County reserves the right, at its option, to redeem the Certificates having stated maturities on and after August 15, 2025 prior to maturity, in whole or in part, in such manner as the County may select, on August 15, 2024, and on any date thereafter, at a price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Certificates are redeemed, the particular Certificates or portions thereof to be redeemed shall be selected at random and by lot by the Paying Agent/Registrar on behalf of the County.

(b) Certificates may be redeemed only in integral multiples of \$5,000 of principal amount. If a Certificate subject to redemption is in a denomination larger than \$5,000, a portion of such Certificates may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Certificates for redemption, the Registrar shall treat each Certificate as representing that number of Certificates of \$5,000 denomination which is obtained by dividing the principal amount of such Certificate by \$5,000. Upon surrender of any Certificate for redemption in part, the Registrar, in accordance with the provisions of this Order, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

(c) Not less than thirty (30) days prior to the redemption date for the Certificates, notice of such redemption shall be sent by U.S. mail, first class postage prepaid, in the name of the County to each Owner of a Certificate to be redeemed in whole or in part at the address of such Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing. Such notices shall state the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment and, if less than all Certificates outstanding are to be

redeemed, the numbers of Certificates or portions thereof to be redeemed. Any notice of redemption so mailed as provided in this Section will be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed. When Certificates have been called for redemption in whole or in part, notice of redemption has been given as herein provided and due provision has been made to redeem the same, the Certificates or portions thereof so redeemed shall no longer be regarded to be outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called redemption shall terminate on the date fixed for redemption.

7. Execution of Certificates; Seal. The Certificates shall be signed by the County Judge and countersigned by the County Clerk by their manual, lithographed or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of such officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the County had been manually impressed upon each of the Certificates. If any officer of the County whose manual or facsimile signature shall appear on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery of such Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

8. Initial Certificate(s); Approval by Attorney General; Registration by Comptroller. The Initial Certificate(s) shall be delivered to the Attorney General for approval and shall be registered by the Comptroller. The County Judge and the County Clerk are authorized hereby to have control and custody of the Initial Certificate(s) and all necessary records and proceedings pertaining thereto pending their delivery. The County Judge and the County Clerk and other officers and employees of the County are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Initial Certificate(s) and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the Initial Certificate(s) by the Comptroller. Upon registration of the Certificate(s), the Comptroller (or the Comptroller's bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller), shall manually execute the registration certificate of the Comptroller substantially in the form provided in Section 17 of this Order, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon. Such certificate shall be affixed or attached to the Initial Certificate(s).

9. Authentication and Definitive Certificates. Except for the Initial Certificate(s), which need not be authenticated by the Paying Agent/Registrar, only such Certificates as shall bear thereon a certificate of authentication, substantially in the form provided in Section 17 of this Order, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Order or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Certificate so authenticated was delivered by the Registrar hereunder.

On the Issue Date, the Initial Certificate(s) representing the entire principal amount of all Certificates, payable in stated installments to the initial purchaser(s), or its designee(s), signed by the County Judge and countersigned by the County Clerk in their manual, lithographed or facsimile signatures, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the initial purchaser(s) or its designee(s). Upon

payment for the Initial Certificate(s), the Paying Agent/Registrar shall cancel the Initial Certificate(s) and deliver registered Definitive Certificates in accordance with Section 17 of this Order.

10. Paying Agent/Registrar (a) Appointment. The Bank of New York Mellon Trust Company, N.A., Dallas, Texas is hereby appointed as the initial Paying Agent/Registrar for the Certificates pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, a substantial copy of which is hereto attached as Exhibit "A". The County Judge and County Clerk are hereby authorized to execute, attest and affix the County seal to the Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved. Such initial Paying Agent/Registrar and any successor, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fee pursuant to the terms of the agreement between the Paying Agent/Registrar and the County and/or the deposits of money pursuant to this Order, shall be deemed to accept and agree to abide by the terms of this Order.

(b) Deposits Are Trust Funds; Presentation of Certificates. All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Certificates under this Order (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the County, shall be the property of the County and shall be disbursed in accordance with this Order. All matured Certificates presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the County. Such Certificates shall be canceled as provided herein. The Paying Agent/Registrar, in its individual or any other capacity, may become the owner or pledgee of Certificates with the same rights it would have if it were not the Paying Agent/Registrar.

11. Successor Paying Agent/Registrar. The County covenants that at all times while any Certificates are outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Certificates. The County reserves the right to change the Paying Agent/Registrar for the Certificates on not less than sixty (60) days written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding Principal or Interest Payment Date on the Certificates. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Order.

12. Special Record Date. If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the County. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Record Owner of an affected Certificate as of the close of business on the last business day next preceding the date of mailing of such notice.

13. Ownership; Unclaimed Principal and Interest. The County, the Paying Agent/Registrar and any other person, may treat the person in whose name any Certificate is registered as the absolute Owner of such Certificate for the purpose of making and receiving payment of the principal of and

interest on such Certificate and for all purposes, whether or not such Certificate is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Certificate in accordance with this Section shall be valid and effective and shall discharge the liability of the County and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Certificates remaining unclaimed by the Registered Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended. To the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the County upon receipt by the Paying Agent/Registrar of a written request therefor. The Paying Agent/Registrar shall have no liability to the Registered Owners of the Certificates by virtue of actions taken in compliance with this Section.

14. Registration, Transfer and Exchange. As long as any Certificates remain Outstanding, the Paying Agent/Registrar shall keep the Register at its trust office or its agent's offices located in McAllen, Texas and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Certificates in accordance with the terms of this Order.

Each Certificate shall be transferable only upon presentation and surrender thereof at the trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Certificate in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy two (72) hours after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon the presentation and surrender thereof at the trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The County or the Paying Agent/Registrar may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the County.

15. Replacement Certificates. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Registered Owner of a damaged or mutilated Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection

therewith and the fees and expenses of the Paying Agent/Registrar and the County for issuance of a replacement certificate.

If any Certificate is lost, apparently destroyed or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and orders of the County, and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Registered Owner of a lost, apparently destroyed or wrongfully taken Certificate, before any replacement Certificate is issued, to:

- (a) furnish to the County and the Paying Agent/Registrar satisfactory evidence of the ownership, and the circumstances of the loss, destruction or theft, of such Certificate;
- (b) furnish such security or indemnity as may be required by the Paying Agent/Registrar and the County to save and hold them harmless;
- (c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and
- (d) meet any other reasonable requirements of the County and the Paying Agent/Registrar.

In accordance with Sections 1206.021 through 1206.023 of the Texas Government Code, as amended, this Section shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Certificate is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 14 of this Order for Certificates issued in conversion and exchange for other Certificates.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Certificate, authorize the Paying Agent/Registrar to pay such Certificate. Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

16. Cancellation of Certificates. All Certificates paid in accordance with this Order, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records

regarding such payment. The Paying Agent/Registrar shall periodically furnish the County with certificates of destruction of such Certificates.

17. Form of Certificates. The Initial Certificate or Certificates submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced, and if initially issued as a single fully registered Certificate, it shall be in the form attached hereto as Exhibit "B".

The form of the Certificates, including the form of the Registrar's Authentication Certificate, the form of Assignment, CUSIP numbers, Insurance Legend and form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Certificates initially issued, shall be respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable, and not prohibited by this Order.

FORM OF FACE OF CERTIFICATE

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF HIDALGO

REGISTERED
NUMBER
R-

REGISTERED
PRINCIPAL AMOUNT
\$

HIDALGO COUNTY, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2014

INTEREST RATE: DATED DATE: MATURITY DATE: CUSIP NO.:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

THE COUNTY OF HIDALGO, TEXAS (the "County"), for value received, hereby promises to pay to the Registered Owner identified above or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Certificate at the trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas or its successor (the "Paying Agent/Registrar"), the Principal Amount identified above (or so much thereof as shall not have been paid) payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the date of delivery or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable on February 15, 2015 and each February 15 and August 15 thereafter until maturity of this Certificate by check mailed by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the last business day of the month next preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest due at maturity shall be paid upon presentation and surrender of this Certificate at the trust office of the Paying Agent/Registrar.

IF THE DATE for any payment due on the Certificate shall be a Saturday, Sunday, or legal

holiday, or a day on which banking institutions in the County where the trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date of such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, a day on which banking institutions are authorized to close, or a day on which the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

IF INTEREST on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the County. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Record Owner of an affected Certificate as of the close of business on the last business day next preceding the date of mailing of such notice.

THIS CERTIFICATE IS ONE OF A DULY AUTHORIZED SERIES OF CERTIFICATES (the "Certificates") dated November 15, 2014 in the aggregate principal amount of \$19,950,000 issued pursuant to an order adopted by the Commissioners Court of the County of Hidalgo, on November, 2014 (the "Order") to pay contractual obligations to be incurred by the County to pay the costs of the Project as defined in the Commissioners Court's Order.

THE COUNTY RESERVES THE RIGHT, at its option, to redeem prior to maturity the Certificates maturing on or after August 15, 2025, in whole or in part, on August 15, 2024, or on any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.

Certificates may be redeemed only in integral multiples of \$5,000 of principal amount. If a Certificate subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Certificates for redemption, the Paying Agent/Registrar shall treat each Certificate as representing that number of Certificates of \$5,000 denomination which is obtained by dividing the principal amount of such Certificate by \$5,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

If less than all of the Certificates are redeemed, the particular maturities or portions thereof to be redeemed shall be selected by lot by the Paying Agent/Registrar on behalf of the County. If less than all of the Certificates of any maturity are to be redeemed, the particular Certificates or portions thereof to be redeemed shall be selected by lot or other random method in integral multiples of \$5,000 of principal amount.

Not less than thirty (30) days prior to a redemption date for the Certificates, notice of redemption shall be sent by U.S. mail, first class postage prepaid, in the name of the County to each Owner of a Certificate to be redeemed in whole or in part at the address of such Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing. Such notice shall state the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment and, if less than all Certificates outstanding are to be redeemed, the numbers

of Certificates or portions thereof to be redeemed. Any notice of redemption so mailed as provided in this Section will be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed. When Certificates have been called for redemption in whole or in part, and notice of redemption has been given as herein provided and due provision has been made to redeem the same, the Certificates or portions thereof so redeemed shall no longer be regarded to be outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption.

THIS CERTIFICATE IS TRANSFERABLE only upon presentation and surrender at the trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Certificate is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Certificate, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified Paying Agent/Registrar for the Certificates and will cause notice of any change of Paying Agent/Registrar to be mailed to each registered owner.

IT IS HEREBY CERTIFIED, RECITED AND COVENANTED that this Certificate and the Series of which it is a part have been duly and validly issued and delivered in accordance with the Constitution and laws of the State of Texas; that all acts, conditions, and things required or proper to be performed, to exist, and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; that the Certificates do not exceed any constitutional or statutory limitation; that the interest on and principal of this Certificate, and the Series of which it is a part, are secured by and payable from a pledge of annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures; which taxes have been levied and ordered to be levied against all taxable property in the County and have been irrevocably pledged for such payment, and from a limited pledge (never to exceed \$1,000) from the Surplus Net Revenues from the operation of the County's parks, as set out in the Order.

THE COUNTY HAS RESERVED the right to amend the Order with the approval of the holders of 51% of all outstanding Certificates subject to the restrictions stated in the Order.

THE CERTIFICATES are issuable in the form of fully registered Certificates without coupons in the denominations of \$5,000 or any integral multiple of \$5,000 for any one maturity. The Registered Owner of any Certificate may surrender the same in exchange for any equal aggregate

principal amount of Certificates of the same maturity and for any other authorized denominations. Such exchanges shall be without expense to the Registered Owner hereof, but any taxes, fees or other governmental charges required to be paid with respect to the same shall be paid by the Registered Owner requesting such exchange as a condition precedent to the exercise of such privilege.

IN WITNESS WHEREOF, the Commissioners Court has caused the official seal of the County to be impressed or placed in facsimile hereon and this Certificate has been signed by the County Judge and countersigned by the County Clerk by their manual, lithographed or printed facsimile signatures.

COUNTY OF HIDALGO, TEXAS

County Judge

County Clerk

[SEAL]

FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Certificates initially delivered:

THE STATE OF TEXAS
OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

REGISTER NO. _____

I hereby certify that this certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of each of the Certificates other than those initially delivered:

AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in and delivered pursuant to the within-mentioned Order; and except for the Certificates initially delivered, this Certificate has been issued in exchange for or replacement of a Certificate, Certificates, or a portion of a Certificate or

Certificates of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of the Public Accounts of the State of Texas.

Date of Authentication: _____

The Bank Of New York Mellon
Trust Company, N.A.
2001 Bryan Street, 8th Floor
Dallas, Texas 75201

By: _____
Authorized Signature

FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each of the Certificates:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Please print or type name, address, and zip code of Transferee) _____ (Please insert Social Security or Taxpayer Identification Number of Transferee) the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer such certificates on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

Signature
Guaranteed: _____

Registered Owner

NOTICE: Signature must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the same name of the registered owner as shown on the face of this certificate in every particular, without any alteration, enlargement, or change whatsoever.

18. Debt Service Fund; Tax Levy and Pledge; Revenue Pledge. (a) Certificates of Obligation Debt Service Fund. A special fund entitled “Hidalgo County, Texas Certificates of Obligation Debt Service Fund, Series 2014” (the “Debt Service Fund”) is hereby created and shall be established and maintained by the County at its official depository. The Debt Service Fund shall be kept separate and apart from all other funds and accounts of the County, and shall be used only for paying the interest on and principal of the Certificates.

(b) Tax Pledge. While any of the Certificates or interest thereon is outstanding, the County pledges its ad valorem taxes within the limits authorized by law toward the payment thereof.

(c) Surplus Net Revenues. While any of the Certificates or interest thereon are outstanding or unpaid, the County also pledges to the payment of the principal of and interest on the Certificates an amount never to exceed \$1000 from the “Surplus Net Revenues” (as hereinafter defined) from the operation of the County’s parks as authorized pursuant to Chapter 320, Local Government Code. Such pledge shall be subordinate and inferior in all respects to the pledge of any or all of the Surplus Net Revenues which are pledged to the payment of any obligation of the County, whether authorized heretofore or hereafter which the County designates as having a pledge senior to the pledge of any or all of such Surplus Net Revenues pledged to the payment of the Certificates, and the County reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligations and other obligations of any kind payable in whole or in part from any or all of the net revenues secured by a pledge of any or all of the net revenues that may be prior and superior in right to or on a parity with the Certificates.

(d) Debt Service Fund and Tax Levy. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Debt Service Fund. During each year while any of the Certificates or interest thereon are Outstanding or unpaid, the Commissioners Court shall compute and ascertain a rate and amount of ad valorem taxes which will be sufficient to raise and produce the amount required to provide for the payment of the interest on the Certificates as such interest comes due and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original principal amount of the Certificates in any year); and such tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. Such rate and amount of ad valorem taxes are hereby levied, and are hereby ordered to be levied, within the limits prescribed by law, against all taxable property in the County for each year while any of the Certificates or interest thereon are Outstanding; such tax shall be assessed and collected each such year, and the proceeds of such tax shall be appropriated and applied to the payment of principal of and interest on the Certificates.

19. General Covenants. The County covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in every Certificate; that it will promptly pay or cause to be paid the principal of and interest on every Certificate, on the dates and in the places and manner prescribed in such Order and the Certificates; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the Debt Service Fund; and any holder of the Certificates may require the County, its officials, and employees, to carry out, respect, or enforce the covenants and obligations of this Order, by all legal and equitable means.

20. Certificates; Ratings.

(a) Sale of Certificates. The Certificates are hereby sold and shall be delivered to Merrill Lynch, Pierce, Fenner & Smith Incorporated, Stephens Inc. and Stifel Nicolaus & Company, Inc. (collectively, the “Underwriters”) at a price of \$_____ (computed as (i) \$19,950,000 in principal amount, (ii) plus premium of \$_____, (iii) less underwriter’s discount of \$_____) in accordance with the terms of the bond purchase agreement (the “Purchase Agreement) presented to and hereby approved by the Commissioners Court, in substantially the form

attached hereto as Exhibit "C", which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the County. The County Judge and other appropriate officials of the County are hereby authorized and directed to execute such Purchase Agreement on behalf of the County, and the County Judge and all other officials, agents and representatives of the County are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The County Judge, the financial advisor and other consultants and authorized representatives of the County are hereby authorized to take such action as necessary in seeking ratings on the Certificates from any rating service and any such action is hereby ratified and confirmed.

(b) Official Statement. The Commissioners Court hereby approves the form and contents of the preliminary Official Statement and the final Official Statement dated as of the date hereof, relating to the Certificates, and any addenda, supplement or amendment thereto and ratifies and approves the distribution of such preliminary Official Statement and Official Statement in the offer and sale of the Certificates and in the reoffering of the Certificates by the Purchaser, with such changes therein or additions thereto as the officers executing same may deem advisable, such determination to be conclusively evidenced by their execution thereof. The Commissioners Court deems the Preliminary Official Statement final, except for the omission of no more than the information permitted by Rule 15c2-12, as hereinafter defined. The County Judge is hereby authorized and directed to execute, and the County Clerk is hereby authorized and directed to attest, the final Official Statement. It is further hereby officially found, determined and declared that the statements and representations contained in the preliminary Official Statement and final Official Statement are true and correct in all material respects, to the best knowledge and belief of the Commissioners Court.

(c) Ratings. The County Judge and the County's financial advisor are authorized hereby to take such action as the County Judge shall approve in seeking ratings on the Certificates from Moody's Investors Service and Standard & Poor's, a division of McGraw-Hill, Inc. and such action is hereby ratified and confirmed.

(d) Proceeds of Sale. Promptly after the delivery of the Certificates, the net proceeds from the sale and delivery of the Certificates, excluding accrued interest, and excluding the costs of issuance shall be deposited to the Project Fund to be created hereunder and to be used for the purpose of providing all or part of the funds to pay contractual obligations to be incurred for the Project as set out herein and to pay the Costs of Issuance.

(e) Investments; Funds Secured. Money in all funds created, or continued, by this Order (the "Funds") shall be invested in investments authorized by the Public Funds Investment Act (V.T.C.A., Government Code, Chapter 2256), and, to the extent not invested, shall be secured in the manner prescribed by the Public Funds Collateral Act (V.T.C.A., Government Code, Chapter 2257).

21. Undertaking to Provide Information. (a) This Section constitutes the written undertaking for the benefit of the holders of the Bonds required by Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR part 240, §240.15c2-12) (the "Rule"). Capitalized terms used in this Section and not otherwise defined in

this Order shall have the meanings assigned such terms in subsection (d) hereof. Under Texas law, the Issuer must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified public accountant and must file each audit report with the State Comptroller within 120 days after the close of the Issuer's fiscal year.

The Issuer's fiscal records and audit reports are available for public inspection during the regular business hours, and the Issuer is required to provide a copy of the Issuer's audit reports to any bondholder or any member of the public within a reasonable time on request upon payment of charges prescribed by the Texas General Services Commission.

(b) The Issuer, as an "obligated person" within the meaning of the Rule, undertakes to provide the following information as provided in this Section:

- (1) Annual Financial Information;
- (2) Audited Financial Statements, if any; and
- (3) Certain Specified Event Notices.

(c) (1) While any Bonds are Outstanding, the Issuer shall provide the updated Annual Financial Information on or before 6 months from the end of the fiscal year of each year (the "Report Date"), beginning in the year 2014, to the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access ("EMMA") system, free of charge at www.emma.org. The Issuer may adjust the Report Date if the Issuer changes its fiscal year by providing written notice of the change of fiscal year and the new Report Date to the MSRB, provided that the new Report Date shall be no later than 6 months after the end of the new fiscal year and provided further that the period between the final Report Date relating to the former fiscal year and the initial Report Date relating to the new fiscal year shall not exceed one year in duration. It shall be sufficient if the Issuer provides to the MSRB, the Annual Financial Information by specific reference to documents previously provided to the MSRB, or filed with the Securities and Exchange Commission and, if such a document is a final Official Statement within the meaning of the Rule, available from the MSRB. The current Report Date is March 1, of each year.

(2) If not provided as part of the Annual Financial Information, the Issuer shall provide the Audited Financial Statements when and if available while any Bonds are Outstanding to the MSRB. If Audited Financial Statements are not available by the required time, the County will provide unaudited financial statements by the required time and Audited Financial Statements when and if such Audited Financial Statements become available.

(3) The Issuer shall provide a Specified Event Notice in a timely manner *not in excess of ten business days* after the occurrence of the event. Each Specified Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Bonds.

(4) The Issuer shall provide in a timely manner to the MSRB notice of any failure by the Issuer while any Bonds are Outstanding to provide Annual Financial Information on or before the Report Date.

(d) The following are the definitions of the capitalized terms used in this section not otherwise defined in this Order.

(1) “Annual Financial Information” means the financial information (which shall be based on financial statements prepared in accordance with generally accepted accounting principles (“GAAP”) for governmental units as prescribed by the Governmental Accounting Standards Board (“GASB”) or operating data with respect to the Issuer, provided at least annually, of the type included in those sections of the final official statement with respect to the Bonds contained in Tables 1 through 6 and 8 through 12 and in Appendix B of the Issuer's Official Statement referenced in Section 20(b) of this Order.

(2) “Audited Financial Statements” means the Issuer's annual financial statements, prepared in accordance with GAAP for governmental units as prescribed by GASB, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State.

(3) “Certain Specified Event” means any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in (xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

(4) “Specified Event Notice” means electronic notice of a Specified Event.

(e) Unless otherwise required by law and subject to technical and economic feasibility, the Issuer shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Issuer’s information.

(f) The continuing obligation hereunder of the Issuer to provide Annual Financial Information, Audited Financial Statements, if any, and Material Event Notices shall terminate immediately once the Bonds no longer are Outstanding. This section or any provision hereof, shall be null and void in the event that the Issuer delivers to the MSRB the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this section and by the Issuer with the Rule.

(g) Any failure by the Issuer to perform in accordance with this Section shall not constitute an event of default under this Order.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR IN TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(h) The SEC has adopted amendments to the Rule which approve the establishment by the MSRB of the Electronic Municipal Market Access (“EMMA”) which, as of its implementation effective date of July 1, 2009, is the sole national municipal securities information repository. On and after July 1, 2009, all information and documentation filing required to be made by the County will be made with the MSRB in electronic format only in accordance with MSRB guidelines. Access to such filings is provided, without charge to the general public, by the MSRB.

(i) Nothing in this Section is intended, or shall act, to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(j) The County has agreed to update information and to provide notices of certain specified events only as described above. The County has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The County makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The County disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although the registered and beneficial owners of Bonds may seek a writ of mandamus to compel the County to comply with its agreement.

(k) The County may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the registered and beneficial owners of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or (b) any person unaffiliated with the County (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the registered and beneficial owners of the Bonds. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the County so amends the continuing disclosure agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under “Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

(l) During the last five years, the County has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

22. Covenants To Maintain Tax Exempt Status.

(a) General Tax Covenant. The County intends that the interest on the Certificates shall be excludable from gross income for purposes of federal income taxation pursuant to Sections 103 and 141 through 150 of the Code and applicable Regulations. The County covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Certificates to be includable in gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the County covenants and agrees to comply with each requirement of this Section; provided, however, that the County shall not be required to comply with any particular requirement of this Section if the County has received an opinion of nationally recognized bond counsel (“Counsel's Opinion”) that such noncompliance will not adversely affect the exclusion from gross income for federal income tax

purposes of interest on the Certificates or if the County has received a Counsel's Opinion to the effect that compliance with some other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section. In the event the provisions of the Code are amended, or new regulations or rulings are promulgated or issued thereunder, such that requirements in addition to those stated herein become applicable to the Certificates, the County covenants to comply with such additional requirements to the extent necessary to prevent any adverse effect on the exclusion of interest on the Certificates from gross income for federal income tax purposes.

(b) Use of Proceeds. The County covenants and agrees that its use of the Sales Proceeds of the Certificates will at all times satisfy the following requirements:

(i) Proceeds from the sale of the Certificates shall, promptly upon receipt by the County, be applied as follows:

(a) Net Premium. Net Premium, if any, will be allocated to underwriter's discount and to costs of issuance;

(b) Costs of Issuance. An amount equal to the costs of issuance of the Certificates shall be applied to pay such costs as the County may arrange.

(c) Project Fund. The remaining proceeds from the sale of the Certificates, together with any investment earnings on such proceeds, to the extent required, shall be deposited to the Project Expansion and Acquisition Fund to be used to pay for the costs of the Project.

(ii) Private Business Use. Except as permitted by section 141 of the Code and the Regulations, the County shall at all times prior to the last stated maturity of the Certificates:

(a) not use or permit the use of Gross Proceeds of the Certificates or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(b) not directly or indirectly impose or accept any charge or other payment by any person who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds other than ad valorem taxes or interest earned on Investments acquired with such Gross Proceeds pending application for their intended purposes.

(iii) Private Loan Use. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the County shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such

person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(iv) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code, and the Regulations, the County shall not directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Certificates.

(v) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the County shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code.

(vi) Information Report. The County shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(vii) No-Arbitrage Covenant. The County shall certify, through an authorized officer, employee or agent, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Certificates are delivered, the County reasonably expects that the proceeds of the Certificates will not be used in a manner that would cause the Certificates to be “arbitrage bonds” within the meaning of section 148(a) of the Code and applicable regulations thereunder. Moreover, the County covenants and agrees that it will make such use of the proceeds of the Certificates (including interest or other investment income derived from Certificate proceeds), regulate investments of proceeds of the Certificates and take such other and further action as may be required so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and applicable regulations thereunder.

(viii) Arbitrage Rebate. The County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the “gross proceeds” of the Certificates (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the County will (i) obtain information and maintain records regarding the receipt, investment and expenditure of the gross proceeds of the Certificates as may be required to calculate the amount earned on the investment of the gross proceeds of the Certificates and to identify the gross proceeds of the Certificates separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issues of the County or moneys which do not represent gross proceeds of any bonds of the County, (ii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Certificates which is required to be rebated to the federal government and (iii) pay, at such times and in such manner as required by applicable regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the

federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(ix) Elections. The County hereby directs and authorizes the County Judge, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as he may deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

23. Book-Entry Only Transfers and Transactions; Depository Trust Corporation

(a) Notwithstanding the provisions contained in Sections 5 and 14 hereof relating to the payment, and transfer/exchange of the Certificates, the County hereby approves and authorizes the use of "Book-Entry Only" securities clearance, settlement and transfer system provided by the Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the Letter of Representations, by and between the County, the Paying Agent/Registrar and DTC (the "Depository Agreement") relating to the Certificates.

(b) Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Contractual Obligation (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

(c) In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the County determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the County covenants and agrees with the holders of the Certificates to cause Certificates to be printed in definitive form and provide for the Certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form, shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 9 and 13 hereof.

(d) Registered to Cede & Co. The definitive Contractual Obligation(s) shall be initially issued in the form of a separate single fully registered Contractual Obligation for each of the maturities thereof. Upon initial issuance, the ownership of each such Contractual Obligation shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in paragraph (g) hereof, all of the Outstanding Contractual Obligation(s) shall be registered in the name of Cede &

Co., as nominee of DTC. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Registered Owners at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(e) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the County and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom a DTC Participant holds an interest in the Contractual Obligation. Without limiting the immediately preceding sentence, the County and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Contractual Obligation or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the Register, of any amount with respect to principal of or interest on the Certificates.

(f) Except as provided in paragraph (g) of this Section, the County and the Registrar shall be entitled to treat and consider the person in whose name each Contractual Obligation is registered in the Register as the absolute owner of such Contractual Obligation for the purposes of payment of principal of and interest on such Contractual Obligation and other matters with respect to such Contractual Obligation, registering transfers with respect to such Contractual Obligation, and for all other purposes whatsoever. The Registrar shall pay all principal of and interest on the Contractual Obligation only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Contractual Obligation to the extent of the sum or sums so paid. No person other than a Registered Owner shall receive a Contractual Obligation evidencing the obligation of the County to make payments of amounts due pursuant to this Order.

(g) In the event that the County or the Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the County to DTC, and that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the County or the Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Contractual Obligation to such successor securities depository or (ii) notify DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Order.

(h) Notwithstanding any other provision of the Order to the contrary, as long as any

Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on the Certificates and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the representation letter of the County to DTC.

24. Related Matters. In order that the County shall satisfy in a timely manner all of its obligations under this Order, the County Judge, County Clerk and all other appropriate officers and agents of the County are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Certificates, including, without limitation, executing and delivering on behalf of the County all certifications, consents, receipts, requests, notices and other documents as may be reasonably necessary to satisfy the County's obligations under this Order, and the contract executed in connection with the sale of the Certificates and to direct the transfer and application of funds of the County consistent with the provisions of this Order.

25. Bond Counsel Opinion. The approving opinion of The J. Ramirez Law Firm, San Juan, Texas, Bond Counsel, and CUSIP Numbers, may be attached to the Certificates, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Certificates.

26. Defeasance. The County may defease the provisions of this Order and discharge its obligations to the Registered Owners of any or all of the Notes to pay the principal of and interest thereon in any manner permitted by law, including by depositing with the Paying Agent/Registrar or with the State Treasurer of the State of Texas either: (a) cash in an amount equal to the principal amount of such Notes plus interest thereon to the date of maturity, or (b) pursuant to an escrow or trust agreement, cash and/or direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, in principal amounts and maturities and bearing interest at rates sufficient to provide for the timely payment of the principal amount of the Notes plus interest thereon to the date of maturity. Upon such deposit, such Notes shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the County.

27. Amendment of Order. (a) The holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates shall have the right from time to time to approve any amendment to this Order which may be deemed necessary or desirable by the County; provided, however, that without the consent of the holders of all of the Certificates at the time outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Order or in the Certificates with respect to the following matters:

- (i) Make any change in the maturity of the outstanding Certificates;
- (ii) Reduce the rate of interest borne by any of the outstanding Certificates;
- (iii) Reduce the amount of the principal payable on the outstanding Certificates;
- (iv) Modify the terms of payment of principal of or interest on the outstanding Certificates or impose any conditions with respect to such payment;
- (v) Affect the rights of the holders of less than all of the Certificates then outstanding;
- (vi) Change the minimum percentage of the principal amount of Certificates necessary for consent to such amendment.

(b) If at any time the County shall desire to amend the Order under this Section, the County shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in the City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the trust office of the Paying Agent/Registrar for inspection by all holders of Certificates. Such publication is not required, however, if notice in writing is given to each holder of Certificates.

(c) Whenever at any time not less than 30 days, and within one year from the date of the first publication of said notice or other service of written notice, the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all Certificates then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically give consent to and approval of such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the Commissioners Court may pass the amendatory order in substantially the same form.

(d) Upon the passage of any amendatory order pursuant to the provisions of this Section, this Order shall be deemed to be amended in accordance with such amendatory order, and the respective rights, duties and obligations under this Order of the County and all the holders of then outstanding Certificates shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by a holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent and the County, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the then outstanding Certificates as in this Section defined have, prior to the attempted revocation, consented to and approved the amendment.

(f) For the purpose of this Section the identity of the holders of Certificates, the amounts and numbers of such Certificates and the date of their holding same shall be proved by the registration books of the appropriate Paying Agent/Registrar. For purposes of this Section, the holder of a

Certificate shall be the owner thereof as shown on such registration books. The County may conclusively assume that such ownership continues until written notice to the contrary is served upon the County.

(g) The foregoing provisions of this Section notwithstanding, the County by action of the Commissioners Court, may amend this Order for any one or more of the following purposes:

(1) To add other covenants and agreements of the County in this Order contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to certificate holders, or to surrender, restrict, or limit any right or power herein reserved to or conferred upon the County;

(2) To make such provisions for the purpose of curing any ambiguity, or curing, correcting, or supplementing any defective provision contained in this Order, or to clarify matters or questions arising under this Order, as are necessary or desirable and not contrary to or inconsistent with this Order and which shall not adversely affect the interests of the holders of the Certificates;

(3) To modify any of the provisions of this Order; provided that any modification is expressly effective only after all Certificates outstanding at the date of the adoption of such modification shall cease to be outstanding.

28. Legal Holidays. Should the date interest accrue and become payable on the Certificates, principal of the Certificates mature, or a Record Date fall on a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then, in such event, payment of interest or principal need not be made on such a date, and neither shall the Record Date occur on such a date. Payment may be made, and the Record Date shall occur, the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, with the same force and effect as if (i) made on the date of maturity and no interest shall accrue for the period from the date of maturity to the date of actual payment or (ii) the Record Date had occurred on the fifteenth day of that calendar month.

29. No Recourse Against County Officials. No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Certificates.

30. Severability. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

31. Texas Open Meetings Act Compliance. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the administrative offices of the County for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551, Texas

Government Code, as amended, and that the meeting has been open to the public as required by law at all times during which this Order and the subject matter thereof has been discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves and confirms such written notice and the contents and posting thereof.

32. Repealer. All orders and resolutions or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

33. Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Order to be given to or filed with the County, the Paying Agent/Registrar shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

Attention: County Judge Attention:
Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

The Bank of New York Mellon
Trust Company, N.A.
2001 Bryan Street, 8th Floor
Dallas, Texas 75201

PASSED AND APPROVED ON _____.

COUNTY OF HIDALGO

County Judge

ATTEST:

County Clerk

(SEAL)

EXHIBIT A

Paying Agent/Registrar Agreement

EXHIBIT B

The Form of the Initial Certificate

EXHIBIT C

Purchase Agreement

and expressions shall have the meanings specified unless the context clearly indicates otherwise:

“Act” means Chapter 137, Act of the 73rd Legislative, Regular Session, 1993 (Section 1431.001 et seq) Texas Government Code, as amended.

“Attorney General” shall mean Attorney General of Texas.

“Business Day” shall mean any day which is not a Saturday, Sunday, legal holiday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

“Notes” shall mean any or all of the Hidalgo County, Texas Tax Notes, Series 2014, authorized by this Order.

“Closing Date” means the date of the initial delivery for and payment of the Notes.

“Code” shall mean the Internal Revenue Code of 1986, as amended, by all legislation, if any, effective on or before the Closing Date.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Computation Date” shall mean each date on which the rebate amount for an issue is computed under §148-3(e) of the Regulations.

“County” shall mean the County of Hidalgo, Texas and, where appropriate, the Commissioners Court.

“Debt Service Fund” shall mean the debt service fund established by the County pursuant to Section 18(a) of this Order.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with Notes credited to an account maintained on its behalf by DTC.

“Fiscal Year” shall mean the County's then designated fiscal year which shall be the twelve-month period beginning on January 1 of one year and ending on December 31 of the following year or such other period of twelve months as may be approved by Commissioners Court.

“Gross Proceeds” shall mean any proceeds and replacement proceeds (as defined in the Internal Revenue Code of 1986, and the Regulations adopted thereunder) of the issue of obligations authorized under the Order.

“Initial Note” means the initial Note authorized by Section 5 of this Order.

“Interest Payment Date” when used in connection with any Note, shall mean February 15 and August 15 of each year, commencing February 15, 2015 and continuing thereafter until maturity.

“Investment” shall mean any investment property as defined in section 148(b)(2) and 148(b)(3) of the Code.

“Issue Date” shall mean the date on which the Notes are delivered to and paid for by the purchaser of the Notes.

“Issuer” shall mean the County of Hidalgo, Texas.

“MSRB” means the Municipal Securities Rulemaking Board.

“Nonpurpose Investment” shall mean any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Notes are invested and which is not acquired to carry out the governmental purposes of the Notes.

“Order” shall mean this Order and all amendments hereof and supplements hereto.

“Outstanding” when used with reference to the Notes means, as of a particular date, all Notes theretofore and thereupon delivered pursuant to this Order except: (a) any Note canceled by or on behalf of the County at or before such date; (b) any Note defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Note in lieu of or in substitution for which a replacement Note shall have been delivered pursuant to this Order.

“Owner” or “Holder” means the person who is the registered owner of a Note or Notes, as shown in the Register.

“Paying Agent/Registrar” shall mean The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, and its successors in that capacity.

“Project Fund” means the project fund established by Section 20(d) of this Order.

“Rebate Amount” shall have the meaning set forth in Section 1.148-1 (b) of the Regulations.

“Record Date” shall mean the close of business on the last business day of the month next preceding each Interest Payment Date.

“Register” shall mean the registration books for the Notes kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Notes.

“Registered Owner or Owners” shall mean the person or entity in whose name any Note is registered in the Register.

“Regulations” shall mean any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, which are applicable to the Notes. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final income tax regulation designed to supplement, amend or replace the specific Regulation referenced.

“Rule” shall mean SEC Rule 15c2-12, as amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Yield” shall mean any yield computed under Section 1.148-5 of the Regulations for any Investment, and yield computed under Section 1.148-4 of the Regulations for any Issue.

2. Findings. The County hereby finds and determines that the recitations contained in the preamble hereto are true and correct.

3. Authorization; Consideration. The Notes shall be issued under and pursuant to the authority of, and in conformity with, Section 1431.001 et seq, Texas Government Code, in the total authorized aggregate principal amount of FIVE MILLION SEVEN HUNDRED TWENTY THOUSAND DOLLARS (\$5,720,000) for the following purposes: (i) to pay for the purchase of certain equipment and machinery for use by the County and (ii) to pay costs of issuance.

4. Designation, Date and Interest Payment Dates. The Notes shall be designated as the “Hidalgo County, Texas Tax Notes, Series 2014,” and shall be dated November 15, 2014 (the “Dated Date”). The Notes shall bear interest at the rate set forth in Section 5 of this Order, from the later of the date of delivery or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on February 15 and August 15 of each year, commencing February 15, 2015. If the date for the payment of the principal of or interest on the Notes shall be on a date other than a Business Day, then the date for such payment shall be the next succeeding Business day; and payment on such date shall have the same force and effect as if made on the original date payment was due.

5. Initial Note(s); Numbers, Denominations.

(a) The Notes herein authorized shall be issued initially either (i) as a single fully registered Note in the total principal amount authorized, with principal installments to become due and payable as provided in this Section 5 and numbered T-1, or (ii) as separate fully registered Notes for each year of stated maturity in the applicable principal amounts and denominations and to be numbered consecutively from T-1 and upward (the Initial Note(s)), and, in either case, the Initial Note(s) shall be registered in the name of the purchaser(s) (the “Purchaser(s)”). The Initial Note(s) shall be submitted to the office of the Attorney General of the State of Texas for approval, certified and registered by the office of the Comptroller of Public Accounts and delivered to the Paying Agent/Registrar. Any time after the delivery of the Initial Notes, the Paying Agent/Registrar,

pursuant to written instructions from the Purchaser, or the designee(s) thereof, shall cancel the Initial Note(s) delivered hereunder and exchange therefor definitive Notes of authorized denominations, stated maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Purchasers named at the address identified therefor; all pursuant to and in accordance with such written instructions from the County, and such other information and documentation as the Paying Agent/Registrar may reasonably require. The Initial Note(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

MATURITY SCHEDULE
\$5,720,000

<u>YEAR OF</u> <u>MATURITY</u> (August 15)	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
2016		
2017		
2018		
2019		

6. Optional Redemption Prior to Maturity. The Notes are not subject to redemption prior to maturity.

7. Execution of Notes; Seal. The Notes shall be signed by the County Judge and countersigned by the County Clerk by their manual, lithographed or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Notes shall have the same effect as if each of the Notes had been signed manually and in person by each of such officers, and such facsimile seal on the Notes shall have the same effect as if the official seal of the County had been manually impressed upon each of the Notes. If any officer of the County whose manual or facsimile signature shall appear on the Notes ceases to be such officer before the authentication of such Notes or before the delivery of such Notes, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

8. Initial Note(s); Approval by Attorney General; Registration by Comptroller. The Initial Note(s) shall be delivered to the Attorney General for approval and shall be registered by the Comptroller. The County Judge and the County Clerk are authorized hereby to have control and custody of the Initial Note(s) and all necessary records and proceedings pertaining thereto pending their delivery. The County Judge and the County Clerk and other officers and employees of the County are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Initial Note(s) and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the Initial Note(s) by the Comptroller. Upon registration of the Note(s), the Comptroller (or the Comptroller's bond clerk, or an assistant bond clerk lawfully designated in writing to act for the Comptroller), shall manually execute the registration Note of the Comptroller substantially in the form provided in Section 17 of this Order, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon. Such Note shall be affixed or attached to the Initial Note(s).

9. Authentication and Definitive Notes. Except for the Initial Note(s), which need not be

authenticated by the Paying Agent/Registrar, only such Notes as shall bear thereon a Note of authentication, substantially in the form provided in Section 17 of this Order, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Order or shall be valid or obligatory for any purpose. Such duly executed Note of authentication shall be conclusive evidence that the Note so authenticated was delivered by the Registrar hereunder.

On the Issue Date, the Initial Note(s) representing the entire principal amount of all Notes, payable in stated installments to the initial purchaser(s), or its designee(s), signed by the County Judge and countersigned by the County Clerk in their manual, lithographed or facsimile signatures, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the initial purchaser(s) or its designee(s). Upon payment for the Initial Note(s), the Paying Agent/Registrar shall cancel the Initial Note(s) and deliver registered Definitive Notes in accordance with Section 17 of this Order.

10. Paying Agent/Registrar (a) Appointment. The Bank of New York Mellon Trust Company, N.A., Dallas, Texas is hereby appointed as the initial Paying Agent/Registrar for the Notes pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, a substantial copy of which is hereto attached as Exhibit "A". The County Judge and County Clerk are hereby authorized to execute, attest and affix the County seal to the Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved. Such initial Paying Agent/Registrar and any successor, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fee pursuant to the terms of the agreement between the Paying Agent/Registrar and the County and/or the deposits of money pursuant to this Order, shall be deemed to accept and agree to abide by the terms of this Order.

(b) Deposits Are Trust Funds; Presentation of Notes. All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Notes under this Order (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the County, shall be the property of the County and shall be disbursed in accordance with this Order. All matured Notes presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the County. Such Notes shall be canceled as provided herein. The Paying Agent/Registrar, in its individual or any other capacity, may become the owner or pledgee of Notes with the same rights it would have if it were not the Paying Agent/Registrar.

11. Successor Paying Agent/Registrar. The County covenants that at all times while any Notes are outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Notes. The County reserves the right to change the Paying Agent/Registrar for the Notes on not less than sixty (60) days written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding Principal or Interest Payment Date on the Notes. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/ Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Order.

12. Special Record Date. If interest on any Note is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are

received from or on behalf of the County. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Record Owner of an affected Note as of the close of business on the last business day next preceding the date of mailing of such notice.

13. Ownership; Unclaimed Principal and Interest. The County, the Paying Agent/Registrar and any other person, may treat the person in whose name any Note is registered as the absolute Owner of such Note for the purpose of making and receiving payment of the principal of and interest on such Note and for all purposes, whether or not such Note is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Note in accordance with this Section shall be valid and effective and shall discharge the liability of the County and the Paying Agent/Registrar upon such Note to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Notes remaining unclaimed by the Registered Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended. To the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the County upon receipt by the Paying Agent/Registrar of a written request therefor. The Paying Agent/Registrar shall have no liability to the Registered Owners of the Notes by virtue of actions taken in compliance with this Section.

14. Registration, Transfer and Exchange. As long as any Notes remain Outstanding, the Paying Agent/Registrar shall keep the Register at its trust office or its agent's offices located in McAllen, Texas and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Notes in accordance with the terms of this Order.

Each Note shall be transferable only upon presentation and surrender thereof at the trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Note in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy two (72) hours after such presentation, a new Note or Notes, registered in the name of the transferee or transferees, in authorized denominations and the same maturity and aggregate principal amount and bearing interest at the same rate as the Note or Notes so presented.

All Notes shall be exchangeable upon the presentation and surrender thereof at the trust office of the Paying Agent/Registrar for a Note or Notes of the same maturity and interest rate and in authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Note or Notes presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Notes in accordance with the provisions of this Section. Each Note delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Note or Notes in lieu of which such Note is delivered.

The County or the Paying Agent/Registrar may require the Registered Owner of any Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in

connection with the transfer or exchange of such Note. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the County.

15. Replacement Notes. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Note, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Note of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/ Registrar may require the Registered Owner of a damaged or mutilated Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and the fees and expenses of the Paying Agent/Registrar and the County for issuance of a replacement Note.

If any Note is lost, apparently destroyed or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and orders of the County, and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Note of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Registered Owner of a lost, apparently destroyed or wrongfully taken Note, before any replacement Note is issued, to:

(a) furnish to the County and the Paying Agent/Registrar satisfactory evidence of the ownership, and the circumstances of the loss, destruction or theft, of such Note;

(b) furnish such security or indemnity as may be required by the Paying Agent/Registrar and the County to save and hold them harmless;

(c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

(d) meet any other reasonable requirements of the County and the Paying Agent/Registrar.

In accordance with Sections 1206.021 through 1206.023 of the Texas Government Code, as amended, this Section shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Note is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Note in the form and manner and with the effect, as provided in Section 14 of this Order for Notes issued in conversion and exchange for other Notes.

If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Note has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Note, authorize the Paying Agent/Registrar to pay such Note. Each replacement Note delivered in

accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Note or Notes in lieu of which such replacement Note is delivered.

16. Cancellation of Notes. All Notes paid in accordance with this Order, and all Notes in lieu of which exchange Notes or replacement Notes are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Paying Agent/Registrar shall periodically furnish the County with Notes of destruction of such Notes.

17. Form of Notes. The Initial Note or Notes submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced, and if initially issued as a single fully registered Note, it shall be in the form attached hereto as Exhibit "B".

The form of the Notes, including the form of the Registrar's Authentication Note, the form of Assignment, CUSIP numbers, Insurance Legend, if any, and form of Registration Note of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Notes initially issued, shall be respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable, and not prohibited by this Order.

FORM OF FACE OF NOTE

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF HIDALGO

REGISTERED
NUMBER
R-

REGISTERED
PRINCIPAL AMOUNT
\$

HIDALGO COUNTY, TEXAS
TAX NOTES, SERIES 2014

INTEREST RATE: DATED DATE: MATURITY DATE: CUSIP NO.:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

THE COUNTY OF HIDALGO, TEXAS (the "County"), for value received, hereby promises to pay to the Registered Owner identified above or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Note at the trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas or its successor (the "Paying Agent/Registrar"), the Principal Amount identified above (or so much thereof as shall not have been paid) payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due to the United States of America, and to pay interest thereon at the rate shown above, calculated on a basis of a 360-day year composed of twelve 30-day months, from the later of the date of delivery or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Note is payable on February 15, 2015 and each February 15 and August 15 thereafter until maturity of this Note by check mailed by the Paying Agent/Registrar to the

Registered Owner of record as of the close of business on the last business day of the month next preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest due at maturity shall be paid upon presentation and surrender of this Note at the trust office of the Paying Agent/Registrar.

IF THE DATE for any payment due on the Note shall be a Saturday, Sunday, or legal holiday, or a day on which banking institutions in the County where the trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date of such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, a day on which banking institutions are authorized to close, or a day on which the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

IF INTEREST on any Note is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the County. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Record Owner of an affected Note as of the close of business on the last business day next preceding the date of mailing of such notice.

THIS NOTE IS ONE OF A DULY AUTHORIZED SERIES OF NOTES (the "Notes") dated November 15, 2014 in the aggregate principal amount of \$5,720,000 issued pursuant to an order adopted by the Commissioners Court of the County of Hidalgo, on November __, 2014 (the "Order") to pay contractual obligations to be incurred by the County to pay the costs of the Project as defined in the Commissioners Court's Order.

THE NOTES are not subject to redemption prior to maturity.

THIS NOTE IS TRANSFERABLE only upon presentation and surrender at the trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS NOTE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Note is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration Note attached or affixed hereto or (ii) authenticated by the Paying Agent/Registrar by due execution of the authentication Note endorsed hereon.

THE REGISTERED OWNER of this Note, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified Paying Agent/Registrar for the Notes and will cause notice of any change of Paying Agent/ Registrar to be mailed to each registered owner.

IT IS HEREBY CERTIFIED, RECITED AND COVENANTED that this Note and the Series

of which it is a part have been duly and validly issued and delivered in accordance with the Constitution and laws of the State of Texas; that all acts, conditions, and things required or proper to be performed, to exist, and to be done precedent to or in the issuance and delivery of this Note have been performed, exist and have been done in accordance with law; that the Notes do not exceed any constitutional or statutory limitation; that the interest on and principal of this Note, and the Series of which it is a part, are secured by and payable from a pledge of annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures; which taxes have been levied and ordered to be levied against all taxable property in the County and have been irrevocably pledged for such payment.

THE COUNTY HAS RESERVED the right to amend the Order with the approval of the holders of 51% of all outstanding Notes subject to the restrictions stated in the Order.

THE NOTES are issuable in the form of fully registered Notes without coupons in the denominations of \$5,000 or any integral multiple of \$5,000 for any one maturity. The Registered Owner of any Note may surrender the same in exchange for any equal aggregate principal amount of Notes of the same maturity and for any other authorized denominations. Such exchanges shall be without expense to the Registered Owner hereof, but any taxes, fees or other governmental charges required to be paid with respect to the same shall be paid by the Registered Owner requesting such exchange as a condition precedent to the exercise of such privilege.

IN WITNESS WHEREOF, the Commissioners Court has caused the official seal of the County to be impressed or placed in facsimile hereon and this Note has been signed by the County Judge and countersigned by the County Clerk by their manual, lithographed or printed facsimile signatures.

COUNTY OF HIDALGO, TEXAS

County Judge

County Clerk

[SEAL]

FORM OF COMPTROLLER'S REGISTRATION NOTE

The following form of Comptroller's Registration Note shall be attached or affixed to each of the Notes initially delivered:

THE STATE OF TEXAS
OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

REGISTER NO. _____

I hereby certify that this Note has been examined, certified as to validity and approved by the

Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION NOTE

The following form of authentication Note shall be printed on the face of each of the Notes other than those initially delivered:

AUTHENTICATION NOTE

This Note is one of the Notes described in and delivered pursuant to the within-mentioned Order; and except for the Notes initially delivered, this Note has been issued in exchange for or replacement of a Note, Notes, or a portion of a Note or Notes of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of the Public Accounts of the State of Texas.

Date of Authentication: _____

The Bank Of New York Mellon
Trust Company, N.A.
2001 Bryan Street, 8th Floor
Dallas, Texas 75201

By: _____
Authorized Signature

FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each of the Notes:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Please print or type name, address, and zip code of Transferee) _____ (Please insert Social Security or Taxpayer Identification Number of Transferee) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer such Notes on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

Signature
Guaranteed: _____

Registered Owner

NOTICE: Signature must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the same name of the registered owner as shown on the face of this Note in every particular, without any alteration, enlargement, or change whatsoever.

18. Debt Service Fund; Tax Levy and Pledge; Revenue Pledge. (a) Tax Notes Debt Service Fund. A special fund entitled “Hidalgo County, Texas Tax Notes Debt Service Fund, Series 2014” (the “Debt Service Fund”) is hereby created and shall be established and maintained by the County at its official depository. The Debt Service Fund shall be kept separate and apart from all other funds and accounts of the County, and shall be used only for paying the interest on and principal of the Notes.

(b) Tax Pledge. While any of the Notes or interest thereon is outstanding, the County pledges its ad valorem taxes within the limits authorized by law toward the payment thereof.

(c) Debt Service Fund and Tax Levy. All ad valorem taxes levied and collected for and on account of the Notes shall be deposited, as collected, to the credit of the Debt Service Fund. During each year while any of the Notes or interest thereon are Outstanding or unpaid, the Commissioners Court shall compute and ascertain a rate and amount of ad valorem taxes which will be sufficient to raise and produce the amount required to provide for the payment of the interest on the Notes as such interest comes due and to provide and maintain a sinking fund adequate to pay the principal of the Notes as such principal matures (but never less than 2% of the original principal amount of the Notes in any year); and such tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. Such rate and amount of ad valorem taxes are hereby levied, and are hereby ordered to be levied, within the limits prescribed by law, against all taxable property in the County for each year while any of the Notes or interest thereon are Outstanding; such tax shall be assessed and collected each such year, and the proceeds of such tax shall be appropriated and applied to the payment of principal of and interest on the Notes.

19. General Covenants. The County covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in every Note; that it will promptly pay or cause to be paid the principal of and interest on every Note, on the dates and in the places and manner prescribed in such Order and the Notes; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the Debt Service Fund; and any holder of the Notes may require the County, its officials, and employees, to carry out, respect, or enforce the covenants and obligations of this Order, by all legal and equitable means.

20. Notes; Ratings.

(a) Sale of Notes. The Notes are hereby sold and shall be delivered to Merrill Lynch, Pierce, Fenner & Smith Incorporated, Stephens Inc. and Stifel Nicolaus & Company, Inc. (collectively, the “Underwriters”) at a price of \$_____ (computed as (i) \$5,720,000 in principal amount,

(ii) plus premium of \$ _____, (iii) less underwriter's discount of \$ _____) in accordance with the terms of the bond purchase agreement (the "Purchase Agreement") presented to and hereby approved by the Commissioners Court, in substantially the form attached hereto as Exhibit "C", which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the County. The County Judge and other appropriate officials of the County are hereby authorized and directed to execute such Purchase Agreement on behalf of the County, and the County Judge and all other officials, agents and representatives of the County are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Notes. The County Judge, the financial advisor and other consultants and authorized representatives of the County are hereby authorized to take such action as necessary in seeking ratings on the Notes from any rating service and any such action is hereby ratified and confirmed.

(b) Official Statement. The Commissioners Court hereby approves the form and contents of the Preliminary Official Statement and the final Official Statement dated as of the date hereof, relating to the Notes, and any addenda, supplement or amendment thereto and ratifies and approves the distribution of such Preliminary Official Statement and final Official Statement in the offer and sale of the Notes and in the reoffering of the Notes by the Purchaser, with such changes therein or additions thereto as the officers executing same may deem advisable, such determination to be conclusively evidenced by their execution thereof. The Commissioners Court deems the Preliminary Official Statement final, except for the omission of no more than the information permitted by Rule 15c2-12, as hereinafter defined. The County Judge is hereby authorized and directed to execute, and the County Clerk is hereby authorized and directed to attest, the final Official Statement. It is further hereby officially found, determined and declared that the statements and representations contained in the preliminary Official Statement and final Official Statement are true and correct in all material respects, to the best knowledge and belief of the Commissioners Court.

(c) Ratings. The County Judge and the County's financial advisor are authorized hereby to take such action as the County Judge shall approve in seeking ratings on the Notes from Moody's Investors Service and Standard & Poor's, a division of McGraw-Hill, Inc. and such action is hereby ratified and confirmed.

(d) Proceeds of Sale. Promptly after the delivery of the Notes, the net proceeds from the sale and delivery of the Notes, excluding accrued interest, and excluding the costs of issuance shall be deposited to the Project Aquisition Fund to be created hereunder and to be used for the purpose of providing all or part of the funds to pay contractual obligations to be incurred for the Project as set out herein and to pay the Costs of Issuance.

(e) Investments; Funds Secured. Money in all funds created, or continued, by this Order (the "Funds") shall be invested in investments authorized by the Public Funds Investment Act (V.T.C.A., Government Code, Chapter 2256), and, to the extent not invested, shall be secured in the manner prescribed by the Public Funds Collateral Act (V.T.C.A., Government Code, Chapter 2257).

21. Undertaking to Provide Information. (a) This Section constitutes the written undertaking for the benefit of the holders of the Bonds required by Section (b)(5)(i) of Securities and Exchange

Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR part 240, §240.15c2-12) (the “Rule”). Capitalized terms used in this Section and not otherwise defined in this Order shall have the meanings assigned such terms in subsection (d) hereof. Under Texas law, the Issuer must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified public accountant and must file each audit report with the State Comptroller within 120 days after the close of the Issuer’s fiscal year.

The Issuer’s fiscal records and audit reports are available for public inspection during the regular business hours, and the Issuer is required to provide a copy of the Issuer’s audit reports to any bondholder or any member of the public within a reasonable time on request upon payment of charges prescribed by the Texas General Services Commission.

(b) The Issuer, as an “obligated person” within the meaning of the Rule, undertakes to provide the following information as provided in this Section:

- (1) Annual Financial Information;
- (2) Audited Financial Statements, if any; and
- (3) Certain Specified Event Notices.

(c) (1) While any Bonds are Outstanding, the Issuer shall provide the updated Annual Financial Information on or before 6 months from the end of the fiscal year of each year (the “Report Date”), beginning in the year 2014, to the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access (“EMMA”) system, free of charge at www.emma.org. The Issuer may adjust the Report Date if the Issuer changes its fiscal year by providing written notice of the change of fiscal year and the new Report Date to the MSRB, provided that the new Report Date shall be no later than 6 months after the end of the new fiscal year and provided further that the period between the final Report Date relating to the former fiscal year and the initial Report Date relating to the new fiscal year shall not exceed one year in duration. It shall be sufficient if the Issuer provides to the MSRB, the Annual Financial Information by specific reference to documents previously provided to the MSRB, or filed with the Securities and Exchange Commission and, if such a document is a final Official Statement within the meaning of the Rule, available from the MSRB. The current Report Date is March 1, of each year.

(2) If not provided as part of the Annual Financial Information, the Issuer shall provide the Audited Financial Statements when and if available while any Bonds are Outstanding to the MSRB. If Audited Financial Statements are not available by the required time, the County will provide unaudited financial statements by the required time and Audited Financial Statements when and if such Audited Financial Statements become available.

(3) The Issuer shall provide a Specified Event Notice in a timely manner *not in excess of ten business days* after the occurrence of the event. Each Specified Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Bonds.

(4) The Issuer shall provide in a timely manner to the MSRB notice of any failure by

the Issuer while any Bonds are Outstanding to provide Annual Financial Information on or before the Report Date.

(d) The following are the definitions of the capitalized terms used in this section not otherwise defined in this Order.

(1) “Annual Financial Information” means the financial information (which shall be based on financial statements prepared in accordance with generally accepted accounting principles (“GAAP”) for governmental units as prescribed by the Governmental Accounting Standards Board (“GASB”) or operating data with respect to the Issuer, provided at least annually, of the type included in those sections of the final official statement with respect to the Bonds contained in Tables 1 through 6 and 8 through 12 and in Appendix B of the Issuer's Official Statement referenced in Section 20(b) of this Order.

(2) “Audited Financial Statements” means the Issuer's annual financial statements, prepared in accordance with GAAP for governmental units as prescribed by GASB, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State.

(3) “Certain Specified Event” means any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in (xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

(4) “Specified Event Notice” means electronic notice of a Specified Event.

(e) Unless otherwise required by law and subject to technical and economic feasibility, the Issuer shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Issuer’s information.

(f) The continuing obligation hereunder of the Issuer to provide Annual Financial Information, Audited Financial Statements, if any, and Material Event Notices shall terminate immediately once the Bonds no longer are Outstanding. This section or any provision hereof, shall be null and void in the event that the Issuer delivers to the MSRB the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this section and by the Issuer with the Rule.

(g) Any failure by the Issuer to perform in accordance with this Section shall not constitute an event of default under this Order.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR IN TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(h) The SEC has adopted amendments to the Rule which approve the establishment by the MSRB of the Electronic Municipal Market Access (“EMMA”) which, as of its implementation effective date of July 1, 2009, is the sole national municipal securities information repository. On and after July 1, 2009, all information and documentation filing required to be made by the County will be made with the MSRB in electronic format only in accordance with MSRB guidelines. Access to such filings is provided, without charge to the general public, by the MSRB.

(i) Nothing in this Section is intended, or shall act, to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(j) The County has agreed to update information and to provide notices of certain specified events only as described above. The County has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The County makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The County disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although the registered and beneficial owners of Bonds may seek a writ of mandamus to compel the County to comply with its agreement.

(k) The County may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the registered and beneficial owners of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or (b) any person unaffiliated with the County (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the registered and beneficial owners of the Bonds. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the County so amends the continuing disclosure agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under “Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

(l) During the last five years, the County has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

22. Covenants To Maintain Tax Exempt Status.

(a) General Tax Covenant. The County intends that the interest on the Notes shall be excludable from gross income for purposes of federal income taxation pursuant to Sections 103 and 141 through 150 of the Code and applicable Regulations. The County covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Notes to be includable in gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the County covenants and agrees to comply with each requirement of this Section; provided, however, that the County shall not be required to comply with any particular requirement of this Section if the County

has received an opinion of nationally recognized bond counsel (“Counsel's Opinion”) that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Notes or if the County has received a Counsel's Opinion to the effect that compliance with some other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section. In the event the provisions of the Code are amended, or new regulations or rulings are promulgated or issued thereunder, such that requirements in addition to those stated herein become applicable to the Notes, the County covenants to comply with such additional requirements to the extent necessary to prevent any adverse effect on the exclusion of interest on the Notes from gross income for federal income tax purposes.

(b) Use of Proceeds. The County covenants and agrees that its use of the Sales Proceeds of the Notes will at all times satisfy the following requirements:

(i) Proceeds from the sale of the Notes shall, promptly upon receipt by the County, be applied as follows:

(a) Net Premium. Net Premium, if any, will be allocated to underwriter’s discount and to costs of issuance;

(b) Costs of Issuance. An amount equal to the costs of issuance of the Notes shall be applied to pay such costs as the County may arrange.

(c) Project Fund. The remaining proceeds from the sale of the Notes, together with any investment earnings on such proceeds, to the extent required, shall be deposited to the Project Acquisition Fund to be used to pay for the costs of the Project.

(ii) Private Business Use. Except as permitted by section 141 of the Code and the Regulations, the County shall at all times prior to the last stated maturity of the Notes:

(a) not use or permit the use of Gross Proceeds of the Notes or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(b) not directly or indirectly impose or accept any charge or other payment by any person who is treated as using Gross Proceeds of the Notes or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds other than ad valorem taxes or interest earned on Investments acquired with such Gross Proceeds pending application for their intended purposes.

(iii) Private Loan Use. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the County shall not use Gross Proceeds of the Notes to make or finance loans to any person or entity other than a state or local government. For purposes of the

foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(iv) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code, and the Regulations, the County shall not directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Notes.

(v) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the County shall not take or omit to take any action which would cause the Notes to be federally guaranteed within the meaning of section 149(b) of the Code.

(vi) Information Report. The County shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(vii) No-Arbitrage Covenant. The County shall certify, through an authorized officer, employee or agent, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Notes are delivered, the County reasonably expects that the proceeds of the Notes will not be used in a manner that would cause the Notes to be “arbitrage bonds” within the meaning of section 148(a) of the Code and applicable regulations thereunder. Moreover, the County covenants and agrees that it will make such use of the proceeds of the Notes (including interest or other investment income derived from Note proceeds), regulate investments of proceeds of the Notes and take such other and further action as may be required so that the Notes will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and applicable regulations thereunder.

(viii) Arbitrage Rebate. The County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the “gross proceeds” of the Notes (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the County will (i) obtain information and maintain records regarding the receipt, investment and expenditure of the gross proceeds of the Notes as may be required to calculate the amount earned on the investment of the gross proceeds of the Notes and to identify the gross proceeds of the Notes separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issues of the County or moneys which do not represent gross proceeds of any bonds of the County, (ii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Notes which is required to be rebated to the federal government and (iii) pay, at such times and in such manner as required by applicable regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government

pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Notes that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(ix) Elections. The County hereby directs and authorizes the County Judge, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as he may deem necessary or appropriate in connection with the Notes, in the Note as to Tax Exemption or similar or other appropriate Note, form or document.

23. Book-Entry Only Transfers and Transactions; Depository Trust Corporation

(a) Notwithstanding the provisions contained in Sections 5 and 14 hereof relating to the payment, and transfer/exchange of the Notes, the County hereby approves and authorizes the use of "Book-Entry Only" securities clearance, settlement and transfer system provided by the Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the Letter of Representations, by and between the County, the Paying Agent/Registrar and DTC (the "Depository Agreement") relating to the Notes.

(b) Pursuant to the Depository Agreement and the rules of DTC, the Notes shall be deposited with DTC who shall hold said Notes for its participants (the "DTC Participants"). While the Notes are held by DTC under the Depository Agreement, the Holder of the Notes on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Contractual Obligation (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

(c) In the event DTC determines to discontinue serving as securities depository for the Notes or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the County determines that DTC is incapable of properly discharging its duties as securities depository for the Notes, the County covenants and agrees with the holders of the Notes to cause Notes to be printed in definitive form and provide for the Notes to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Notes in definitive form, shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Notes shall be made in accordance with the provisions of Sections 9 and 13 hereof.

(d) Registered to Cede & Co. The definitive Contractual Obligation(s) shall be initially issued in the form of a separate single fully registered Contractual Obligation for each of the maturities thereof. Upon initial issuance, the ownership of each such Contractual Obligation shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in paragraph (g) hereof, all of the Outstanding Contractual Obligation(s) shall be registered in the name of Cede &

Co., as nominee of DTC. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the Registered Owners at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(e) With respect to Notes registered in the name of Cede & Co., as nominee of DTC, the County and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom a DTC Participant holds an interest in the Contractual Obligation. Without limiting the immediately preceding sentence, the County and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in Notes, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Contractual Obligation or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown in the Register, of any amount with respect to principal of or interest on the Notes.

(f) Except as provided in paragraph (g) of this Section, the County and the Registrar shall be entitled to treat and consider the person in whose name each Contractual Obligation is registered in the Register as the absolute owner of such Contractual Obligation for the purposes of payment of principal of and interest on such Contractual Obligation and other matters with respect to such Contractual Obligation, registering transfers with respect to such Contractual Obligation, and for all other purposes whatsoever. The Registrar shall pay all principal of and interest on the Contractual Obligation only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Contractual Obligation to the extent of the sum or sums so paid. No person other than a Registered Owner shall receive a Contractual Obligation evidencing the obligation of the County to make payments of amounts due pursuant to this Order.

(g) In the event that the County or the Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the County to DTC, and that it is in the best interest of the beneficial owners of the Notes that they be able to obtain Noted Notes, the County or the Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Contractual Obligation to such successor securities depository or (ii) notify DTC Participants of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts. In such event, the Notes shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Notes shall designate, in accordance with the provisions of this Order.

(h) Notwithstanding any other provision of the Order to the contrary, as long as any Notes are

registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on the Notes and all notices with respect to such Notes shall be made and given, respectively, in the manner provided in the representation letter of the County to DTC.

24. Related Matters. In order that the County shall satisfy in a timely manner all of its obligations under this Order, the County Judge, County Clerk and all other appropriate officers and agents of the County are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Notes, including, without limitation, executing and delivering on behalf of the County all certifications, consents, receipts, requests, notices and other documents as may be reasonably necessary to satisfy the County's obligations under this Order, and the contract executed in connection with the sale of the Notes and to direct the transfer and application of funds of the County consistent with the provisions of this Order.

25. Bond Counsel Opinion. The approving opinion of The J. Ramirez Law Firm, San Juan, Texas, Bond Counsel, and CUSIP Numbers, may be attached to the Notes, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Notes.

26. Defeasance. The County may defease the provisions of this Order and discharge its obligations to the Registered Owners of any or all of the Notes to pay the principal of and interest thereon in any manner permitted by law, including by depositing with the Paying Agent/Registrar or with the State Treasurer of the State of Texas either: (a) cash in an amount equal to the principal amount of such Notes plus interest thereon to the date of maturity, or (b) pursuant to an escrow or trust agreement, cash and/or direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, in principal amounts and maturities and bearing interest at rates sufficient to provide for the timely payment of the principal amount of the Notes plus interest thereon to the date of maturity. Upon such deposit, such Notes shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the County.

27. Amendment of Order. (a) The holders of Notes aggregating in principal amount 51% of the aggregate principal amount of then outstanding Notes shall have the right from time to time to approve any amendment to this Order which may be deemed necessary or desirable by the County; provided, however, that without the consent of the holders of all of the Notes at the time outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Order or in the Notes with respect to the following matters:

- (i) Make any change in the maturity of the outstanding Notes;
- (ii) Reduce the rate of interest borne by any of the outstanding Notes;
- (iii) Reduce the amount of the principal payable on the outstanding Notes;
- (iv) Modify the terms of payment of principal of or interest on the outstanding Notes or impose any conditions with respect to such payment;
- (v) Affect the rights of the holders of less than all of the Notes then outstanding;
- (vi) Change the minimum percentage of the principal amount of Notes necessary for consent to such amendment.

(b) If at any time the County shall desire to amend the Order under this Section, the County shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in the City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the trust office of the Paying Agent/Registrar for inspection by all holders of Notes. Such publication is not required, however, if notice in writing is given to each holder of Notes.

(c) Whenever at any time not less than 30 days, and within one year from the date of the first publication of said notice or other service of written notice, the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all Notes then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically give consent to and approval of such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the Commissioners Court may pass the amendatory order in substantially the same form.

(d) Upon the passage of any amendatory order pursuant to the provisions of this Section, this Order shall be deemed to be amended in accordance with such amendatory order, and the respective rights, duties and obligations under this Order of the County and all the holders of then outstanding Notes shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by a holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent and the County, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the then outstanding Notes as in this Section defined have, prior to the attempted revocation, consented to and approved the amendment.

(f) For the purpose of this Section the identity of the holders of Notes, the amounts and numbers of such Notes and the date of their holding same shall be proved by the registration books of the appropriate Paying Agent/Registrar. For purposes of this Section, the holder of a Note shall be the owner thereof as shown on such registration books. The County may conclusively assume that such ownership continues until written notice to the contrary is served upon the County.

(g) The foregoing provisions of this Section notwithstanding, the County by action of the Commissioners Court, may amend this Order for any one or more of the following purposes:

(1) To add other covenants and agreements of the County in this Order contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to Note holders, or to surrender, restrict, or limit any right or power herein reserved to or conferred upon the County;

(2) To make such provisions for the purpose of curing any ambiguity, or curing, correcting, or supplementing any defective provision contained in this Order, or to clarify matters or questions arising under this Order, as are necessary or desirable and not contrary to or inconsistent with this Order and which shall not adversely affect the interests of the holders of the Notes;

(3) To modify any of the provisions of this Order; provided that any modification is expressly effective only after all Notes outstanding at the date of the adoption of such modification shall cease to be outstanding.

28. Legal Holidays. Should the date interest accrue and become payable on the Notes, principal of the Notes mature, or a Record Date fall on a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then, in such event, payment of interest or principal need not be made on such a date, and neither shall the Record Date occur on such a date. Payment may be made, and the Record Date shall occur, the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, with the same force and effect as if (i) made on the date of maturity and no interest shall accrue for the period from the date of maturity to the date of actual payment or (ii) the Record Date had occurred on the fifteenth day of that calendar month.

29. No Recourse Against County Officials. No recourse shall be had for the payment of principal of or interest on any Notes or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Notes.

30. Severability. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

31. Texas Open Meetings Act Compliance. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the administrative offices of the County for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that the meeting has been open to the public as required by law at all times during which this Order and the subject matter thereof has been discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves and confirms such written notice and the contents and posting thereof.

32. Repealer. All orders and resolutions or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

33. Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Order to be given to or filed with the County, the Paying Agent/Registrar shall be deemed to have been given only upon receipt. Any notice shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

Attention: County Judge Attention:
Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

The Bank of New York Mellon
Trust Company, N.A.
2001 Bryan Street, 8th Floor
Dallas, Texas 75201

PASSED AND APPROVED ON _____.

COUNTY OF HIDALGO

County Judge

ATTEST:

County Clerk

(SEAL)

EXHIBIT A

Paying Agent/Registrar Agreement

EXHIBIT B

The Form of the Initial Note

EXHIBIT C

Purchase Agreement

AI-47416

Budget and Management 14. E.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Adult Probation Office/
Public Defender's Office

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Re-Entry Court Grant (1289)/DA's (1100)/Public Defender (1100):

1. Requesting approval to correct the recipient of supplemental pay allowance, previously approved by Commissioners Court on 10/14/2014 (refer to AI- 46800, item 13.A) as follows:

Department	Employee No.	Position Title	Current Amount	Correct Amount
Crim. DA (080-002)	77917	Assistant District Attorney IV	\$9,752.00	-0-
Public Defender's Office (085-003)	120227	Chief Public Defender	-0-	\$ 9,844.00

2. Approval of interdepartmental transfer(s).

3. Approval of corrected salary schedule(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PAYMENT OF SUPPLEMENTAL PAY ALLOWANCE AND RELATED FRINGE BENEFITS TO BE PAID FROM THE PUBLIC DEFENDER - 4-1100-412-30-085-003-0-XXX ACCOUNT; EXPENDITURES ARE ON A REIMBURSEMENT BASIS AND WILL BE RECLASSIFIED TO GRANT ONCE REIMBURSEMENT IS RECEIVED.

4-1289-334-10-320-044-5-000 RE-ENTRY COURT REVENUES

GRANT FISCAL YEAR: 2015

COUNTY CALENDAR/FISCAL YEAR: 2014

GRANT PERIOD 09/01/14 TO 08/31/15

Attachments

sal sch

transfer

PAR

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	11/14/2014 01:30 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Rosie Cantu		Started On: 11/14/2014 09:44 AM
	Final Approval Date: 11/14/2014	

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-412-00-080-002-0

AI - 4741

CRIM DA

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0001	113	ASSISTANT DISTRICT ATTORNEY V	\$105,625.00	\$0.00	\$105,625.00	0	\$0.00	\$0.00	\$105,625.00	\$105,625.00	\$5,000.00	\$0.00	\$0.00	\$900.00	\$0.00
0003	113	ASSISTANT DISTRICT ATTORNEY V	\$102,737.00	\$0.00	\$102,737.00	0	\$0.00	\$0.00	\$102,737.00	\$102,737.00	\$5,000.00	\$0.00	\$0.00	\$900.00	\$0.00
0004	113	ASSISTANT DISTRICT ATTORNEY V	\$94,073.00	\$0.00	\$94,073.00	0	\$0.00	\$0.00	\$94,073.00	\$94,073.00	\$5,000.00	\$0.00	\$0.00	\$900.00	\$0.00
0005	113	ASSISTANT DISTRICT ATTORNEY V	\$94,073.00	\$0.00	\$94,073.00	0	\$0.00	\$0.00	\$94,073.00	\$94,073.00	\$5,000.00	\$0.00	\$0.00	\$900.00	\$0.00
0006	113	ASSISTANT DISTRICT ATTORNEY V	\$85,409.00	\$0.00	\$85,409.00	0	\$0.00	\$0.00	\$85,409.00	\$85,409.00	\$5,000.00	\$0.00	\$0.00	\$900.00	\$0.00
0007	113	ASSISTANT DISTRICT ATTORNEY II	\$52,002.00	\$0.00	\$52,002.00	0	\$0.00	\$0.00	\$52,002.00	\$52,002.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0008	113	ASSISTANT DISTRICT ATTORNEY V	\$89,054.00	\$0.00	\$89,054.00	0	\$0.00	\$0.00	\$89,054.00	\$89,054.00	\$4,080.00	\$0.00	\$0.00	\$900.00	\$0.00
0009	113	ASSISTANT DISTRICT ATTORNEY III	\$50,824.00	\$0.00	\$50,824.00	0	\$0.00	\$0.00	\$50,824.00	\$50,824.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	\$60,655.00	\$0.00	\$60,655.00	0	\$0.00	\$0.00	\$60,655.00	\$60,655.00	\$1,200.00	\$0.00	\$0.00	\$900.00	\$0.00
0011	113	ASSISTANT DISTRICT ATTORNEY IV	\$80,652.00	\$0.00	\$80,652.00	0	\$0.00	\$0.00	\$80,652.00	\$80,652.00	\$5,000.00	\$0.00	\$0.00	\$900.00	\$0.00
0012	113	ASSISTANT DISTRICT ATTORNEY IV	\$75,700.00	\$0.00	\$75,700.00	0	\$0.00	\$0.00	\$75,700.00	\$75,700.00	\$2,880.00	\$0.00	\$0.00	\$900.00	\$0.00
		CORRECTION (REMOVE) SUPPLEMENTAL PAY											\$0.00		
0013	113	ASSISTANT DISTRICT ATTORNEY IV	\$78,486.00	\$0.00	\$78,486.00	0	\$0.00	\$0.00	\$78,486.00	\$78,486.00	\$3,840.00	\$0.00	\$9,752.00	\$900.00	\$0.00
0014	113	ASSISTANT DISTRICT ATTORNEY IV	\$74,057.00	\$0.00	\$74,057.00	0	\$0.00	\$0.00	\$74,057.00	\$74,057.00	\$2,160.00	\$0.00	\$0.00	\$900.00	\$0.00
0015	113	ASSISTANT DISTRICT ATTORNEY IV	\$76,199.00	\$0.00	\$76,199.00	0	\$0.00	\$0.00	\$76,199.00	\$76,199.00	\$3,360.00	\$0.00	\$0.00	\$900.00	\$0.00
0016	113	ASSISTANT DISTRICT ATTORNEY IV	\$74,345.00	\$0.00	\$74,345.00	0	\$0.00	\$0.00	\$74,345.00	\$74,345.00	\$3,360.00	\$0.00	\$0.00	\$900.00	\$0.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	\$52,002.00	\$0.00	\$52,002.00	0	\$0.00	\$0.00	\$52,002.00	\$52,002.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0018	113	ASSISTANT DISTRICT ATTORNEY IV	\$73,224.00	\$0.00	\$73,224.00	0	\$0.00	\$0.00	\$73,224.00	\$73,224.00	\$2,880.00	\$0.00	\$0.00	\$900.00	\$0.00
0019	113	ASSISTANT DISTRICT ATTORNEY IV	\$68,633.00	\$0.00	\$68,633.00	0	\$0.00	\$0.00	\$68,633.00	\$68,633.00	\$3,120.00	\$0.00	\$0.00	\$900.00	\$0.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	\$58,671.00	\$0.00	\$58,671.00	0	\$0.00	\$0.00	\$58,671.00	\$58,671.00	\$960.00	\$0.00	\$0.00	\$900.00	\$0.00
0021	113	ASSISTANT DISTRICT ATTORNEY III	\$58,605.00	\$0.00	\$58,605.00	0	\$0.00	\$0.00	\$58,605.00	\$58,605.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0022	113	ASSISTANT DISTRICT ATTORNEY IV	\$64,963.00	\$0.00	\$64,963.00	0	\$0.00	\$0.00	\$64,963.00	\$64,963.00	\$3,120.00	\$0.00	\$0.00	\$900.00	\$0.00
0023	113	ASSISTANT DISTRICT ATTORNEY IV	\$69,562.00	\$0.00	\$69,562.00	0	\$0.00	\$0.00	\$69,562.00	\$69,562.00	\$2,400.00	\$0.00	\$0.00	\$900.00	\$0.00
0024	113	ASSISTANT DISTRICT ATTORNEY II	\$50,634.00	\$0.00	\$50,634.00	0	\$0.00	\$0.00	\$50,634.00	\$50,634.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0026	113	ASSISTANT DISTRICT ATTORNEY IV	\$62,874.00	\$0.00	\$62,874.00	0	\$0.00	\$0.00	\$62,874.00	\$62,874.00	\$2,400.00	\$0.00	\$9,814.00	\$900.00	\$0.00
0027	113	ASSISTANT DISTRICT ATTORNEY III	\$62,841.00	\$0.00	\$62,841.00	0	\$0.00	\$0.00	\$62,841.00	\$62,841.00	\$2,880.00	\$0.00	\$0.00	\$900.00	\$0.00
0028	113	ASSISTANT DISTRICT ATTORNEY IV	\$61,272.00	\$0.00	\$61,272.00	0	\$0.00	\$0.00	\$61,272.00	\$61,272.00	\$2,880.00	\$0.00	\$0.00	\$900.00	\$0.00
0029	113	ASSISTANT DISTRICT ATTORNEY III	\$52,139.00	\$0.00	\$52,139.00	0	\$0.00	\$0.00	\$52,139.00	\$52,139.00	\$1,200.00	\$0.00	\$0.00	\$900.00	\$0.00
0030	113	ASSISTANT DISTRICT ATTORNEY III	\$57,462.00	\$0.00	\$57,462.00	0	\$0.00	\$0.00	\$57,462.00	\$57,462.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0031	113	ASSISTANT DISTRICT ATTORNEY III	\$60,785.00	\$0.00	\$60,785.00	0	\$0.00	\$0.00	\$60,785.00	\$60,785.00	\$4,320.00	\$0.00	\$0.00	\$900.00	\$0.00
0032	113	ASSISTANT DISTRICT ATTORNEY III	\$58,602.00	\$0.00	\$58,602.00	0	\$0.00	\$0.00	\$58,602.00	\$58,602.00	\$2,160.00	\$0.00	\$0.00	\$900.00	\$0.00
0033	113	ASSISTANT DISTRICT ATTORNEY II	\$52,002.00	\$0.00	\$52,002.00	0	\$0.00	\$0.00	\$52,002.00	\$52,002.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0034	113	CRIMINAL INVESTIGATOR III	\$56,537.00	\$0.00	\$56,537.00	0	\$0.00	\$0.00	\$56,537.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0035	113	HUMAN RESOURCES COORDINATOR IV	\$59,967.00	\$0.00	\$59,967.00	0	\$0.00	\$0.00	\$59,967.00	\$59,967.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00
0036	113	ASSISTANT DISTRICT ATTORNEY III	\$59,760.00	\$0.00	\$59,760.00	0	\$0.00	\$0.00	\$59,760.00	\$59,760.00	\$1,920.00	\$0.00	\$0.00	\$900.00	\$0.00
0038	113	ASSISTANT DISTRICT ATTORNEY III	\$57,561.00	\$0.00	\$57,561.00	0	\$0.00	\$0.00	\$57,561.00	\$57,561.00	\$2,160.00	\$0.00	\$0.00	\$900.00	\$0.00
0039	113	ASSISTANT DISTRICT ATTORNEY III	\$52,002.00	\$0.00	\$52,002.00	0	\$0.00	\$0.00	\$52,002.00	\$52,002.00	\$5,000.00	\$0.00	\$0.00	\$900.00	\$0.00
0040	113	ASSISTANT DISTRICT ATTORNEY III	\$55,932.00	\$0.00	\$55,932.00	0	\$0.00	\$0.00	\$55,932.00	\$55,932.00	\$1,920.00	\$0.00	\$0.00	\$900.00	\$0.00

0041	113	ASSISTANT DISTRICT ATTORNEY II	\$49,105.00	\$0.00	\$49,105.00	0	\$0.00	\$0.00	\$49,105.00	\$49,105.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0042	113	CRIMINAL INVESTIGATOR II	\$53,295.00	\$0.00	\$53,295.00	0	\$0.00	\$0.00	\$53,295.00	\$53,295.00	\$1,020.00	\$0.00	\$0.00	\$3,600.00	\$0.00
0043	113	ASSISTANT DISTRICT ATTORNEY III	\$49,350.00	\$0.00	\$49,350.00	0	\$0.00	\$0.00	\$49,350.00	\$49,350.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0044	113	ASSISTANT DISTRICT ATTORNEY II	\$47,503.00	\$0.00	\$47,503.00	0	\$0.00	\$0.00	\$47,503.00	\$47,503.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0045	113	ASSISTANT DISTRICT ATTORNEY III	\$50,417.00	\$0.00	\$50,417.00	0	\$0.00	\$0.00	\$50,417.00	\$50,417.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0046	113	ASSISTANT DISTRICT ATTORNEY III	\$55,932.00	\$0.00	\$55,932.00	0	\$0.00	\$0.00	\$55,932.00	\$55,932.00	\$1,920.00	\$0.00	\$0.00	\$900.00	\$0.00
0047	113	ASSISTANT DISTRICT ATTORNEY II	\$50,280.00	\$0.00	\$50,280.00	0	\$0.00	\$0.00	\$50,280.00	\$50,280.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0048	113	ASSISTANT DISTRICT ATTORNEY III	\$50,342.00	\$0.00	\$50,342.00	0	\$0.00	\$0.00	\$50,342.00	\$50,342.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0049	113	ASSISTANT DISTRICT ATTORNEY III	\$50,421.00	\$0.00	\$50,421.00	0	\$0.00	\$0.00	\$50,421.00	\$50,421.00	\$0.00	\$0.00	\$4,122.00	\$900.00	\$0.00
0050	111	CRIMINAL DISTRICT ATTORNEY	\$50,114.00	\$0.00	\$50,114.00	0	\$0.00	\$0.00	\$50,114.00	\$50,114.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00
0051	113	ASSISTANT DISTRICT ATTORNEY III	\$48,773.00	\$0.00	\$48,773.00	0	\$0.00	\$0.00	\$48,773.00	\$48,773.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0052	113	ACCOUNTANT IV	\$48,644.00	\$0.00	\$48,644.00	0	\$0.00	\$0.00	\$48,644.00	\$48,644.00	\$1,320.00	\$0.00	\$0.00	\$0.00	\$0.00
0053	113	CRIMINAL INVESTIGATOR I	\$41,120.00	\$0.00	\$41,120.00	0	\$0.00	\$0.00	\$41,120.00	\$41,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0055	113	EXECUTIVE ASSISTANT II	\$37,589.00	\$0.00	\$37,589.00	0	\$0.00	\$0.00	\$37,589.00	\$37,589.00	\$1,380.00	\$0.00	\$0.00	\$0.00	\$0.00
0056	113	EXECUTIVE ASSISTANT I	\$41,964.00	\$0.00	\$41,964.00	0	\$0.00	\$0.00	\$41,964.00	\$41,964.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00
0057	113	EXECUTIVE ASSISTANT I	\$37,589.00	\$0.00	\$37,589.00	0	\$0.00	\$0.00	\$37,589.00	\$37,589.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00
0058	113	EXECUTIVE ASSISTANT I	\$37,589.00	\$0.00	\$37,589.00	0	\$0.00	\$0.00	\$37,589.00	\$37,589.00	\$1,260.00	\$0.00	\$0.00	\$0.00	\$0.00
0060	113	ADMINISTRATIVE ASSISTANT IV	\$34,469.00	\$0.00	\$34,469.00	0	\$0.00	\$0.00	\$34,469.00	\$34,469.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00
0061	113	ADMINISTRATIVE ASSISTANT IV	\$34,366.00	\$0.00	\$34,366.00	0	\$0.00	\$0.00	\$34,366.00	\$34,366.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00
0062	113	ADMINISTRATIVE ASSISTANT IV	\$34,322.00	\$0.00	\$34,322.00	0	\$0.00	\$0.00	\$34,322.00	\$34,322.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00
0063	113	ADMINISTRATIVE ASSISTANT IV	\$34,322.00	\$0.00	\$34,322.00	0	\$0.00	\$0.00	\$34,322.00	\$34,322.00	\$1,380.00	\$0.00	\$0.00	\$0.00	\$0.00
0064	113	ADMINISTRATIVE ASSISTANT IV	\$34,322.00	\$0.00	\$34,322.00	0	\$0.00	\$0.00	\$34,322.00	\$34,322.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00
0065	113	ADMINISTRATIVE ASSISTANT IV	\$33,222.00	\$0.00	\$33,222.00	0	\$0.00	\$0.00	\$33,222.00	\$33,222.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00
0066	113	ADMINISTRATIVE ASSISTANT II	\$28,094.00	\$0.00	\$28,094.00	0	\$0.00	\$0.00	\$28,094.00	\$28,094.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00
0067	113	ADMINISTRATIVE ASSISTANT III	\$32,218.00	\$0.00	\$32,218.00	0	\$0.00	\$0.00	\$32,218.00	\$32,218.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00
0068	113	ADMINISTRATIVE ASSISTANT III	\$32,113.00	\$0.00	\$32,113.00	0	\$0.00	\$0.00	\$32,113.00	\$32,113.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00
0069	113	ADMINISTRATIVE ASSISTANT I	\$22,303.00	\$0.00	\$22,303.00	0	\$0.00	\$0.00	\$22,303.00	\$22,303.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0070	113	ADMINISTRATIVE ASSISTANT II	\$27,856.00	\$0.00	\$27,856.00	0	\$0.00	\$0.00	\$27,856.00	\$27,856.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00
0071	113	ADMINISTRATIVE ASSISTANT I	\$22,303.00	\$0.00	\$22,303.00	0	\$0.00	\$0.00	\$22,303.00	\$22,303.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0072	113	ADMINISTRATIVE ASSISTANT II	\$26,863.00	\$0.00	\$26,863.00	0	\$0.00	\$0.00	\$26,863.00	\$26,863.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00
0073	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$24,087.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0074	113	ADMINISTRATIVE ASSISTANT II	\$25,869.00	\$0.00	\$25,869.00	0	\$0.00	\$0.00	\$25,869.00	\$24,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0075	113	ADMINISTRATIVE ASSISTANT II	\$25,006.00	\$0.00	\$25,006.00	0	\$0.00	\$0.00	\$25,006.00	\$25,006.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00
0076	113	ADMINISTRATIVE ASSISTANT II	\$24,918.00	\$0.00	\$24,918.00	0	\$0.00	\$0.00	\$24,918.00	\$24,918.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00
0077	113	ADMINISTRATIVE ASSISTANT II	\$24,879.00	\$0.00	\$24,879.00	0	\$0.00	\$0.00	\$24,879.00	\$24,879.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00
0078	113	ADMINISTRATIVE ASSISTANT II	\$24,879.00	\$0.00	\$24,879.00	0	\$0.00	\$0.00	\$24,879.00	\$24,879.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00
0079	113	ADMINISTRATIVE ASSISTANT II	\$24,879.00	\$0.00	\$24,879.00	0	\$0.00	\$0.00	\$24,879.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0080	113	ADMINISTRATIVE ASSISTANT II	\$23,977.00	\$0.00	\$23,977.00	0	\$0.00	\$0.00	\$23,977.00	\$23,977.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00
0081	113	ADMINISTRATIVE ASSISTANT I	\$19,626.00	\$0.00	\$19,626.00	0	\$0.00	\$0.00	\$19,626.00	\$19,626.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00
0082	113	ADMINISTRATIVE ASSISTANT I	\$22,303.00	\$0.00	\$22,303.00	0	\$0.00	\$0.00	\$22,303.00	\$22,303.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0083	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$24,087.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00
0084	113	ADMINISTRATIVE ASSISTANT I	\$22,303.00	\$0.00	\$22,303.00	0	\$0.00	\$0.00	\$22,303.00	\$22,303.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0085	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$24,087.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0086	113	ADMINISTRATIVE ASSISTANT I	\$22,303.00	\$0.00	\$22,303.00	0	\$0.00	\$0.00	\$22,303.00	\$22,303.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0087	113	CRIMINAL INVESTIGATOR I	\$44,583.00	\$0.00	\$44,583.00	0	\$0.00	\$0.00	\$44,583.00	\$43,000.00	\$0.00	\$0.00	\$0.00	\$3,600.00	\$0.00
0088	113	ADMINISTRATIVE ASSISTANT I	\$22,660.00	\$0.00	\$22,660.00	0	\$0.00	\$0.00	\$22,660.00	\$22,660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0090	113	ASSISTANT DISTRICT ATTORNEY III	\$60,654.00	\$0.00	\$60,654.00	0	\$0.00	\$0.00	\$60,654.00	\$60,654.00	\$1,440.00	\$0.00	\$0.00	\$900.00	\$0.00
0091	113	ASSISTANT DISTRICT ATTORNEY IV	\$70,748.00	\$0.00	\$70,748.00	0	\$0.00	\$0.00	\$70,748.00	\$70,748.00	\$4,320.00	\$0.00	\$0.00	\$900.00	\$0.00
0092	113	ASSISTANT DISTRICT ATTORNEY II	\$52,002.00	\$0.00	\$52,002.00	0	\$0.00	\$0.00	\$52,002.00	\$52,002.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00

0093	113	ASSISTANT DISTRICT ATTORNEY II	\$52,002.00	\$0.00	\$52,002.00	0	\$0.00	\$0.00	\$52,002.00	\$52,002.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0095	113	ASSISTANT DISTRICT ATTORNEY III	\$47,356.00	\$0.00	\$47,356.00	0	\$0.00	\$0.00	\$47,356.00	\$47,356.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0096	113	ADMINISTRATIVE ASSISTANT II	\$29,078.00	\$0.00	\$29,078.00	0	\$0.00	\$0.00	\$29,078.00	\$29,078.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00
0097	113	ASSISTANT DISTRICT ATTORNEY III	\$60,655.00	\$0.00	\$60,655.00	0	\$0.00	\$0.00	\$60,655.00	\$60,655.00	\$1,680.00	\$0.00	\$0.00	\$900.00	\$0.00
0098	113	ASSISTANT DISTRICT ATTORNEY III	\$51,117.00	\$0.00	\$51,117.00	0	\$0.00	\$0.00	\$51,117.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0099	113	CRIMINAL INVESTIGATOR II	\$53,822.00	\$0.00	\$53,822.00	0	\$0.00	\$0.00	\$53,822.00	\$53,822.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00
0100	113	CRIMINAL INVESTIGATOR II	\$50,000.00	\$0.00	\$50,000.00	0	\$0.00	\$0.00	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0101	113	ASSISTANT DISTRICT ATTORNEY II	\$52,002.00	\$0.00	\$52,002.00	0	\$0.00	\$0.00	\$52,002.00	\$52,002.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0102	113	ASSISTANT DISTRICT ATTORNEY II	\$52,002.00	\$0.00	\$52,002.00	0	\$0.00	\$0.00	\$52,002.00	\$52,002.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0103	113	ADMINISTRATIVE ASSISTANT I	\$24,087.00	\$0.00	\$24,087.00	0	\$0.00	\$0.00	\$24,087.00	\$24,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0105	113	ASSISTANT DISTRICT ATTORNEY II	\$55,100.00	\$0.00	\$55,100.00	0	\$0.00	\$0.00	\$55,100.00	\$55,100.00	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00
0106	113	ADMINISTRATIVE ASSISTANT II	\$29,200.00	\$0.00	\$29,200.00	0	\$0.00	\$0.00	\$29,200.00	\$29,200.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00
0107	113	ADMINISTRATIVE ASSISTANT I	\$0.00	\$28,094.00	\$28,094.00	0	\$0.00	\$0.00	\$28,094.00	\$28,094.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0108	113	ACCOUNTANT III	\$0.00	\$34,469.00	\$34,469.00	0	\$0.00	\$0.00	\$34,469.00	\$34,469.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			4,836,992.00	62,563.00	4,899,555.00	-	0.00	0.00	4,899,555.00	4,763,483.00	124,100.00	0.00	4,122.00	62,900.00	0.00

**APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.
PERSONNEL ACTIONS ARE PENDING CC APPROVAL.**

2014 ACTUAL TOTAL COMPENSATION
\$111,525.00
\$108,637.00
\$99,973.00
\$99,973.00
\$91,309.00
\$52,902.00
\$94,034.00
\$51,724.00
\$62,755.00
\$86,552.00
\$79,480.00
\$83,226.00
\$77,117.00
\$80,459.00
\$78,605.00
\$52,902.00
\$77,004.00
\$72,653.00
\$60,531.00
\$59,505.00
\$68,983.00
\$72,862.00
\$51,534.00
\$76,011.00
\$66,621.00
\$65,052.00
\$54,239.00
\$58,362.00
\$66,005.00
\$61,662.00
\$52,902.00
\$0.00
\$61,767.00
\$62,580.00
\$60,621.00
\$57,902.00
\$58,752.00

\$50,005.00
\$57,915.00
\$50,250.00
\$48,403.00
\$51,317.00
\$58,752.00
\$51,180.00
\$51,242.00
\$55,443.00
\$58,114.00
\$49,673.00
\$49,964.00
\$41,120.00
\$38,969.00
\$43,764.00
\$39,029.00
\$38,849.00
\$35,669.00
\$35,086.00
\$35,462.00
\$35,702.00
\$35,342.00
\$33,702.00
\$28,394.00
\$32,698.00
\$33,193.00
\$22,303.00
\$28,516.00
\$22,303.00
\$27,523.00
\$24,087.00
\$24,000.00
\$25,546.00
\$25,398.00
\$25,359.00
\$25,359.00
\$0.00
\$24,457.00
\$19,926.00
\$22,303.00
\$24,387.00
\$22,303.00
\$24,087.00
\$22,303.00
\$46,600.00
\$22,660.00
\$62,994.00
\$75,968.00
\$52,902.00

\$52,902.00
\$48,256.00
\$29,438.00
\$63,235.00
\$0.00
\$54,302.00
\$50,000.00
\$52,902.00
\$52,902.00
\$24,000.00
\$56,000.00
\$30,400.00
\$28,094.00
\$34,769.00
4,964,442.00

DATE: November 14, 2014

DEPARTMENT HEAD: Sergio Cruz

2014

AI- 47416



DEPARTMENT NAME: Dept. of Budget & Mgmt

ACCOUNT NUMBER: 4-1100-41X-00-XXX-002-0-XXX

CONTACT PERSON: Rosie Cantu PHONE: (956) 292-7025 Ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
4-1100-412-00-080-002-0 117	Crim DA- Supplemental Pay	(2,458.04)
4-1100-412-00-080-002-0 211	Crim DA- Health Insurance	(149.79)
4-1100-412-00-080-002-0 212	Crim DA- Life Insurance	(1.00)
4-1100-412-00-080-002-0 220	Crim DA- FICA	(188.04)
4-1100-412-00-080-002-0 230	Crim DA- Retirement	(267.68)
4-1100-412-00-080-002-0 250	Crim DA- Unemployment Comp	(14.01)
4-1100-412-00-080-002-0 260	Crim DA- Workers Comp	(2.21)
TO		
4-1100-415-00-115-002-0- 899	Co Wide Adm- Contingency	3,080.77
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To reverse funds as a result of the correction to the recipient of the Re-entry Court Grant. New recipient (#120227) is employed in the Public Defender's Office.**

SIGNATURE _____

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

COMMISSIONERS COURT



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085-003) DATE: 11/14/2014

CURRENT POSITION TITLE: CHIEF PUBLIC DEFENDER CURRENT SLOT #: 0003

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other AUTHORIZE SUPPLEMENTAL PAY

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

POSITION SALARY REQUEST:

Allowance Amount:

\$ 0.00 \$ 9,844.00 \$ 9,844.00

Current Allowance Amount Proposed Allowance Amount Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other DIRECTLY FROM GENERAL FUND (PUBLIC DEFENDER - 4-1100-412-30-085-003-0-XXX);
ADULT PROBATION - RECLASS OF EXPEND. TO RE-ENTRY COURT GRANT (4-1289-423-00-320-044-5-XXX)

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE: FLSA:

Exempt Exempt

Non-Exempt Non-Exempt

N/A

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

THE RE-ENTRY GRANT ALLOCATES FUNDING FOR PERSONNEL COSTS ASSOCIATED WITH ONE DEFENSE ATTORNEY POSITION OR
REPRESENTATIVE FROM THE PUBLIC DEFENDER'S OFFICE WHO PROVIDES LEGAL SERVICES TO OFFENDERS WHO HAVE PARTICIPATED IN
THE SAFETY NOW PROGRAM AND HAVE BEEN RELEASED AND ARE PLACED ON PROBATION; UNDER THIS PROGRAM THE OFFENDERS ARE
LEGALLY OBLIGATED TO REPORT TO A DISTRICT JUDGE AND PROSECUTOR EVERY TWO WEEKS TO BE MONITORED FOR SUCCESSFUL
TRANSITION INTO COMMUNITY LIFE.

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


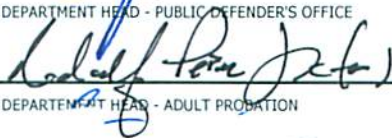


POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

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

EMPLOYEE NO. 120227. SUPPLEMENTAL PAY AND RELATED FRINGE BENEFITS WILL BE DIRECTLY PAID FROM PUBLIC DEFENDERS GENERAL FUND ACCOUNT (4-1100-412-30-085-003-0-XXX) AND LATER RECLASSIFIED TO RE-ENTRY GRANT ACCOUNT (4-1289-423-00-320-044-5-XXX).

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD - PUBLIC DEFENDER'S OFFICE	11/17/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	 DEPARTMENT HEAD - ADULT PROBATION	11-17-14 Date	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	 HUMAN RESOURCES DIRECTOR	_____ Date	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	 DEPARTMENT OF BUDGET & MANAGEMENT	11-17-2014 Date	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
5.	_____ COMMISSIONERS' COURT APPROVAL	_____ Date		

Diana Solis

From: Rosalinda Cantu [rosalinda.cantu@co.hidalgo.tx.us]
Sent: Monday, November 17, 2014 10:33 AM
To: Diana Solis
Cc: Obdett Calzada; Damaris SanMiguel
Subject: AI 47416- PAR forms
Attachments: AI-47416 PAR -Re-Entry Court Grant Public Defender's office 11-17-14.pdf

Good morning Diana,

Attached please find a copy of the Personnel Adjustment Request (PAR) form for the supplemental pay to be paid to the Chief Public Defender. Please have Rudy Perez review the form thoroughly. Once that is complete, please have him sign on the second page. The form must then be delivered to the Public Defenders office for signature as well. Let me know if you have any questions regarding this matter. Thank you.

Sincerely,

*Rosalinda Cantu
Budget Analyst II
Department of Budget & Management- Budget Division
2818 S. Bus Hwy 281 - Edinburg, Texas 78539
(956) 292-7025 extension 5408 (956) 292-7035 Fax
rosalinda.cantu@co.hidalgo.tx.us*

AI-47445

Purchasing Department 15. A. 1.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Martha L. Salazar,
HC-PAgnt.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute a negotiated agreement (subject to legal review) with Hellmuth, Obata, & Kassabaum, LP (aka HOK), "Professional Architectural Consulting Services-Design & Construction of Court House & Judicial Buildings" of existing Schematic Designs for the construction of a new Hidalgo County Courthouse," (as approved for negotiations on CC 10/14/14).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-419-40-125-035-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Contract Amount: \$35,000.00 & up to \$6,000.00 of reimbursable travel expenses.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/14/2014 04:15 PM
Budget & Management	Veronica Ortiz	11/14/2014 04:47 PM
Sylvia Solis	Sylvia Solis	11/14/2014 05:09 PM
Auditor's Office	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Rocio Villarreal		Started On: 11/14/2014 03:31 PM
	Final Approval Date: 11/14/2014	

AI-47208

Purchasing Department 15. A. 2.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Martha L. Salazar, HC-PA Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received for the purpose of award and approval of contract document to the responsible vendor submitting the lowest and best bid and meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Bio-Hazardous Waste Disposal Services RFB No. 2014-351-10-22-SMA.

BACKGROUND

1. Current Contract expires 12/13/14
 2. Contract document has been reviewed, approved and signed by legal counsel.
 3. Recommended vendor is Bio-Ops, L.L.C.
 4. Services will be on as needed basis.
-

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-423-21-280-002-0-421

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 11-6-14 \$15,855.98

FISCAL YEAR: 2014

ACCT. #: 4-1292-441-00-350-001-5-421

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Available balance as of 11-6-14 \$3,679.41

FISCAL YEAR: 2014

ACCT. #: 4-1100-423-32-330-001-0-421

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Available balance as of 11-6-14 \$1,628.05

FISCAL YEAR: 2014

ACCT. #: 4-1100-441-00-340-003-0-421

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Available balance as of 11-6-14 \$2,614.45

Attachments

Recommendations, Participation, Tabulation

legal email

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/06/2014 09:43 AM
Budget & Management	Debbie Tamez	11/06/2014 10:13 AM
Manuel Chapa	Manuel Chapa	11/06/2014 04:57 PM
Auditor's Office	Monica Badillo	11/14/2014 05:21 PM

Form Started By: Sandra Montalvo
Started On: 10/30/2014
Final Approval Date: 11/14/2014



Hidalgo County Purchasing Office
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629



MEMORANDUM

(Department's Recommendation)

TO: Norma Longoria, WIC Program
 Israel "Buddy" Silva, Juvenile Probation
 Eddie Olivarez, Health & Human Services
 Eduardo J. "Eddie" Guerra Sheriff's Office

via emailed: Mague.gonzalez@wic.co.hidalgo.tx.us
 via email: Elena.gaitan@jpd.co.hidalgo.tx.us
 via email: josie.escalante@hchd.org
 via email: juan.tapia@hidalgo.org

FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Dept.

DATE: October 23, 2014

RE: BID AWARD RECOMMENDATION for Bid No. 2014-351-10-22-SMA-Hidalgo County-BIO HAZARDOUS WASTE DISPOSAL SERVICES

We have received **three (3) bid responses** to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation to Commissioner's Court Meeting therefore, we need your response **OCTOBER 29, 2014 @ 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

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

APPROVE

DISAPPROVE and/or REJECT

BUDGET ACCOUNT#: 4,1292,441.00.350.001.5.421

Recommendations/Concerns: Award bid to lowest bidder Bio-Ops.

Norma L Longoria
 AUTHORIZED SIGNATURE

Norma Longoria
 PRINTED NAME

WIC
 DEPARTMENT

10/28/14
 DATE

Enclosures



Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629



MEMORANDUM

(Department's Recommendation)

TO: Norma Longoria, WIC Program
Israel "Buddy" Silva, Juvenile Probation
Eddie Olivarez, Health & Human Services
Eduardo J. "Eddie" Guerra Sheriff's Office
via emailed: Mague.gonzalez@wic.co.hidalgo.tx.us
via email: Elena.gaitan@jpd.co.hidalgo.tx.us
via email: josie.escalante@hchd.org
via email: juan.tapia@hidalgo.org

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: October 23, 2014

RE: BID AWARD RECOMMENDATION for Bid No. 2014-351-10-22-SMA-Hidalgo County-BIO HAZARDOUS WASTE DISPOSAL SERVICES

We have received **three (3) bid responses** to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation to Commissioner's Court Meeting therefore, we need your response **OCTOBER 29, 2014 @ 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

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

APPROVE

DISAPPROVE and/or REJECT

BUDGET ACCOUNT#: 4-11 00-423 32- 330-001-0-421

Recommendations/Concerns: Bio-Ops, LLC

AUTHORIZED SIGNATURE

BUDDY
ISRAEL SILVA Jr - JPD - 10-27-14

PRINTED NAME

DEPARTMENT

DATE

Enclosures



Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629



MEMORANDUM

(Department's Recommendation)

TO: Norma Longoria, WIC Program via emailed: Mague.gonzalez@wic.co.hidalgo.tx.us
Israel "Buddy" Silva, Juvenile Probation via email: Elena.gaitan@jpd.co.hidalgo.tx.us
Eddie Olivarez, Health & Human Services via email: josie.escalante@hchd.org
Eduardo J. "Eddie" Guerra Sheriff's Office via email: juan.tapia@hidalgo.org

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: October 23, 2014

RE: BID AWARD RECOMMENDATION for Bid No. 2014-351-10-22-SMA-Hidalgo County-BIO HAZARDOUS WASTE DISPOSAL SERVICES

We have received **three (3) bid responses** to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation to Commissioner's Court Meeting therefore, we need your response **OCTOBER 29, 2014 @ 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

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

APPROVE

DISAPPROVE and/or REJECT

BUDGET ACCOUNT#: 4-1100-441-00-340-0-003-0-421

Recommendations/Concerns: Bio-Ops

AUTHORIZED SIGNATURE

Eduardo Olivarez Health

PRINTED NAME

DEPARTMENT

DATE

10/28/14

Enclosures



Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629



MEMORANDUM

(Department's Recommendation)

TO: Norma Longoria, WIC Program
Israel "Buddy" Silva, Juvenile Probation
Eddie Olivarez, Health & Human Services
Eduardo J. "Eddie" Guerra Sheriff's Office

via emailed: Mague.gonzalez@wic.co.hidalgo.tx.us
via email: Elena.gaitan@jpd.co.hidalgo.tx.us
via email: josie.escalante@hchd.org
via email: juan.tapia@hidalgo.org

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: October 23, 2014

RE: BID AWARD RECOMMENDATION for Bid No. 2014-351-10-22-SMA-Hidalgo County-BIO HAZARDOUS WASTE DISPOSAL SERVICES

We have received **three (3) bid responses** to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation to Commissioner's Court Meeting therefore, we need your response **OCTOBER 29, 2014 @ 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

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

APPROVE

DISAPPROVE and/or REJECT

BUDGET ACCOUNT#: 4r1100-423-21-280-002-0-421

Recommendations/Concerns: Please AWARD BID TO
Bio-Ops. LLC.

[Signature] Richard OLUNA HECO 10/27/14
AUTHORIZED SIGNATURE PRINTED NAME DEPARTMENT DATE

Enclosures

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG**

BID OPENING DATE: OCTOBER 22, 2014

BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY-"Bio-Hazardous Waste Disposal Services"

BID NO.: 2014-351-10-22-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)	BIO-OPS MEDICAL WASTE SERVICES Attn: A.J. Ramirez	EMAIL	Sandra Montalvo	10/06/14	P.O. BOX 1985 Edinburg, Tx 78540 956-778-4412 (office) 956-287-4907 (fax) medwaste@bio-ops.net
2)	STERICYCLE, INC. Attn: Joe Sagala	EMR	Sandra Montalvo	10/07/14	4010 Commercial Avenue Northbrook, IL 60062 Email: government@stericycle.com
3)	PRIME VENDOR INC. Attn: Kimberly Doumit	EMR	Sandra Montalvo	10/07/14	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 bids20@prime-vendor.com
4)	BIO-CYCLE Attn: Nord S. Sorensen	EMR	Sandra Montalvo	10/10/14	P.O. Box 20927 Amarillo, Texas 79114 Telephone: 855-467-7300 www.biocycle-inc.com nord@biocycle-inc.com
5)	BIOMEDICAL WASTE SOLUTIONS, LLC Attn: Rudy Jackson	EMR	Sandra Montalvo	10/13/14	9665 Jade Avenue Port Arthur, TX 77642 281-705-5676 c 281-533-0063 f rusty@biomed-disposal.com www.biomedicalwastesolutions.com
6)	SANTANA MEDICAL WASTE Attn: Bryan Cannon	In Person	Yvette Salinas	10/20/14	6505 Decker Ave Baytown, TX 77520 713-921-3000 santana.noe@gmail.com
7)					

***VIA:**

IN PERSON (IP)

TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)

E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT TABULATION SHEET

BID OPENING DATE: *OCTOBER 22, 2014*

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: *BIO-HAZARDOUS WASTE DISPOSAL SERVICES*

BID NO: *2014-351-10-22-SMA*

BUYER: SANDRA MONTALVO

NAME OF COMPANY		LINERS	SIZE OF BOXES	FLAT RATE PRICE
1.	Bio Medical Waste Solutions	40x46 32 gal	18x15x20 3.4 cf (28 g)	\$22.00
2.	Bio-Ops, LLC	40x46 40-45-gal	17x14x20	\$20.00
3.	Bio Cycle, Inc.		cardboard box 17.625x14.75x19.625	\$18.00 \$72.00
		31 gal	plastic reusable container 25.0x20.0x21.3	\$24.00 \$72.00

Zimbra

rocio.villarreal@co.hidalgo.tx.us

RE: C-14-351-11-18-Biohazardous Waste Disposal Services

From : Steve Crain <scrain@atlashall.com> Thu, Nov 06, 2014 10:49 AM
Subject : RE: C-14-351-11-18-Biohazardous Waste Disposal Services 1 attachment
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The contract is fine.

From: Rocio Villarreal [<mailto:rocio.villarreal@co.hidalgo.tx.us>]
Sent: Thursday, November 06, 2014 10:35 AM
To: Steve Crain
Subject: Fwd: C-14-351-11-18-Biohazardous Waste Disposal Services

Mr. Crain:

Attached as requested, is the corrected agreement. Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, November 6, 2014 8:24:09 AM
Subject: RE: C-14-351-11-18-Biohazardous Waste Disposal Services

Good Morning :)

See the attached pdf document with revisions.

Have a great day!
Marynel Trevino, Secretary for

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

**BIOHAZARDOUS WASTE DISPOSAL SERVICES
C-14-351-11-18**

THIS BIO-HAZARDOUS WASTE DISPOSAL SERVICES AGREEMENT ("Agreement") is made and entered into as of **the 18th day of November, 2014** between the County of Hidalgo, Texas ("County") and Bio-Ops, LLC a Texas Limited Liability Company ("Contractor").

W I T N E S E T H:

Whereas, County has requested that prospective bidders submit request for bids for the collection and disposal of waste materials generated by Hidalgo County Health and Humans Services, the WIC Program, the Adult Detention Facility, Juvenile Probation Department, and all Mobile Clinics in accordance with all applicable local, state and federal laws and regulations, pursuant to the terms and conditions of that certain Request for Bids Procurement Packet for Bio-hazardous Medical Waste Disposal Services a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB"); and

Whereas, Contractor has submitted a request for bids to provide such services, a copy of which is attached hereto as Exhibit "B" (the "Bid Page"); and

Whereas, County has determined that Contractor's Request for Bids constitutes the lowest and best bid for such services pursuant to the RFB; and

Whereas, the parties hereto now wish to reduce to writing their agreement for the purposes herein stated.

Now, therefore, for and in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Contractor will provide collection services for all by Hidalgo County Health and Humans Services, the WIC Program, the Adult Detention Facility, Juvenile Probation Department, and all Mobile Clinics on an "on call" for a term of one (1) year from beginning December 14, 2014 and ending December 13, 2015, with the option to extend for two (2) additional one (1) year periods on the same rates, terms, and conditions. County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. Each County department or program covered hereby will assemble its medical waste (as defined in 30 TAC Section 330.2) in the dedicated medical waste containers/boxes provided by Contractor at no additional cost to the County prior to the scheduled pick up time. The charge for the collection and disposal of the waste containers/boxes and contents shall be Twenty 00/100ths Dollars (\$20.00) per container/box. Contractor will bill County on a monthly basis for waste received during the preceding calendar month.
3. Contractor will be responsible for all tracking and manifest documentation procedures for the medical waste, which Contractor represents and warrants are in compliance with its permits and all applicable laws and regulations. Upon acceptance of the waste by Contractor and execution of a manifest by County's authorized representative, Contractor shall have all right, title and interest to the waste. Procedures subsequent to Contractor's acceptance of the containers and waste will comply with applicable permits and local, state and federal laws and regulations regarding the handling and disposition of medical waste materials.
4. Contractor shall furnish proof of insurance (Exhibit "C") in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement:
 - A. A \$500,000 general liability policy with limits of at least \$100,000/\$300,000 in accordance with the Texas Tort Claims Act;
 - B. Workers compensation insurance as required by applicable law;
 - C. Certificates of insurance shall be submitted to the County, naming it as an additional named insured, for approval prior to the award and execution of this Agreement;
 - D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
 - E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.
5. Contractor represents and warrants that it possesses any and all necessary permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for the operation of a medical waste collection and disposal service in accordance with the Specifications and Proposal, and that it will conduct its operations in full compliance with such permits or licenses and all laws, regulations or ordinances. Contractor will notify County immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to its conduct of medical waste collection and transport operations or the disposal of medical waste. In addition, Contractor will notify County within 3 business days of the filing of any legal or administrative proceeding

affecting or in any manner related to its operations of a medical waste collection and transport business or the waste disposal facility.

6. Contractor will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was that of Contractor or that of any person providing services hereunder by or through Contractor. Upon written notice from County, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

7. **Miscellaneous Provisions**

- 7.01 **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.
- 7.02 **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 7.03 **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 County and Contractor, and not otherwise.
- 7.04 **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.
- 7.05 **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 County: Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Contractor: Bio-Ops, LLC
Attn: Armando W. Ramirez, Jr.
PO Box 1985
Edinburg, Texas 78540

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.

- 7.06 **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.
- 7.07 **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.
- 7.08 **Assignment.** This Agreement shall not be assignable.
- 7.09 **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.
- 7.10 **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.
- 7.11 **Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.
- 7.12 **Termination.** This Agreement may be terminated by Hidalgo County without cause upon thirty (30) days written notice.

7.13 **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).

7.14 **Immunities** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

BIO-OPS, LLC

By: _____

Printed Name: _____

Its: _____

Ramon Garcia, County Judge

ATTEST:

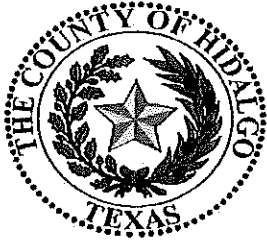
APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

Arturo Guajardo Jr., County Clerk

By: _____
Stephen L. Crain

EXHIBIT “A”

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

October 06, 2014

Bidder's name

Address

City

State, Zip Code

Re: HIDALGO COUNTY
REQUEST FOR BID: "Bio-Hazardous Waste Disposal Services"
Bid No.: 2014-351-10-22-SMA

Dear Prospective Bidders:

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)

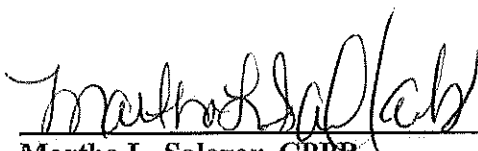
HIDALGO COUNTY
"Bio-Hazardous Waste Disposal Services"
BID NO.: 2014-351-10-22-SMA

Table of Contents

	DESCRIPTION	NO. OF PAGES
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit "A" Specifications/Requirements & Attachment "A"	7
4.	Exhibit "B" Bid Page	2
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 Service Contract	8

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith in. Should you find that any of the items are not attached in its entirety please contact Sandra Montalvo @ Hidalgo County Purchasing Department by calling (956) 318-2626 or e-mail sandra.montalvo@co.hidalgo.tx.us to advise of missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB
Purchasing Agent

October 6, 2014

Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY

“Bio-Hazardous Waste Disposal Services”

BID NO.: 2014-351-10-22-SMA

Bid No: 2014-351-10-22-SMA

Buyer: Sandra Montalvo

Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

“Bio-Hazardous Waste Disposal Services”

BID OPENING DATE: October 22, 2014 @ 9:30a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626



Form HCPD-03

1. Sealed bids will be received for "Hidalgo County-Bio-Hazardous Waste Disposal Services" 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. All sealed 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 NO. 2014-351-10-22-SMA- Hidalgo County-Bio-Hazardous Waste Disposal Services" and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, on or before 9:30 a.m. Wednesday, October 22, 2014.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.

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 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 card 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 of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:** (if applicable)
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:
Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626
16. **BILLING AND PAYMENT INSTRUCTIONS:**
 - Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract No. (If any)
 - d) Notation- Hidalgo County-Bio-Hazardous Waste Disposal Service
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
 Ray Eufrazio, CPA, County Auditor
 2809 S. Bus. Hwy 281
 Edinburg, Texas 78539
 (956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening @ 9:30 A.M.	<u>October 22, 2014</u>
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. BID OR PERFORMANCE BOND; PAYMENT UNDER CONTRACT (if applicable for public works projects):

- If the contract proposed is for the construction of public works or is for a contract 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.
- 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. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. *Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.*
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
“Bio-Hazardous Waste Disposal Services”

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

EXHIBIT “A”

&

ATTACHMENT “A”

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

“Bio-Hazardous Waste Disposal Services”

BID NO.: 2014-351-10-22-SMA

EXHIBIT "A"
Specifications/Requirements
HIDALGO COUNTY
"Bio-Hazardous Waste Disposal Services"
RFB NO.: 2014-351-10-22-SMA

PROJECT OVERVIEW:

Hidalgo County is soliciting bids for the Pickup and Disposal of "Bio-Hazardous Waste Disposal Services for Hidalgo County Departments" on an as needed basis but not limited to the following:

SPECIFICATIONS/REQUIREMENTS, TERMS & CONDITIONS:

- 1) Vendor must be registered with the Texas Commission of Environmental Quality (TCEQ) as a transporter of untreated medical waste an insured to handle, transport, treat, and dispose of all applicable biohazard medical waste products
- 2) Vendor shall have a minimum of three (3) years of experience in the filled of Medical Waste Removal and Disposal Services. The company should be actively engaged in the service of pick-up and disposal of contaminated infectious, regulated bio-hazardous and /or medical waste
- 3) Vendor must identify the landfill site to which waste materials are to be delivered. In the event vendor is not the owner or operator of the landfill site, vendor must provide Hidalgo County with copies of documents authorizing vendor to dispose of bio-hazardous medical waste materials in such landfill.
- 4) Vendor must provide a copy of the current permit of the landfill site issued by the Texas Commission on Environmental Quality evidencing authorization for the disposal of bio-hazardous medical waste products. In addition, vendor should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a bio-hazardous medical waste collection and disposal business.
- 5) All medical waste must be transported and disposed in conjunction with current and existing EPA, OSHA, JCAH, DOT Federal and State of Texas, Texas Commission of Environmental Quality, Local and Federal Regulation's and Requirements.
- 6) Vendor shall conduct all pick-ups during normal business hours of 8:00a.m.-5:00p.m. CST, Monday-Friday, excluding County Holidays. Vendor(s) will make arrangements with the requesting department before scheduling and/or non-scheduling service to insure county personal will be available to sign the required manifest documents.
- 7) Vendor will be required to collect all medical waste disposal materials generated by the Hidalgo County Adult Detention Facility, Juvenile Probation Department, Health Department, WIC Program and all mobile clinics.
- 8) VENDOR MUST PROVIDE THE FOLLOWING:
 - a) Number of CARDBOARD and liners including size and description to be provided by vendor at *no additional charge*.
- 9) All charges-labor, personnel, service, supervision, administration, reporting, documentation, manifest, cardboard boxes, labels, material, supplies, insurance, licenses permits, equipment, vehicles, pick-up, disposal, transportation shipping, handling fuel surcharges, and all other costs associated with this contract must be included in the flat rates. Delivery and Services will be F.O.B.; Hidalgo County as indicated on each designated purchase order
- 10) The term of the contract will be for a one (1) year with the county's option to extend an additional two (2) one (1) year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process..
- 11) The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with thirty (30) days written notice prior to any cancellation.
- 12) Hidalgo County reserves the right to award the bid to MULTIPLE vendors if the County determines it is in its best interest to do so.

- 13) Hidalgo County reserves the right to award to a primary and secondary vendor.
- 14) Quantities indicated in bid are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.
- 15) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantageous to the County.
- 16) Vendor must submit a complete manifest and tracking documentation generated by treatment facility, and that the procedures certify that the manifest is in compliance with state and federal regulations to bio-hazardous medical waste disposal.
- 17) Awarded vendor(s) must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C"- for limits).
- 18) The successful vendor will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
- 19) Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.
- 20) After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, county shall charge the successful bidder the difference for any additional cost of such item.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The

County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

- 1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
- 2) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.
- 3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED via e-mail to sandra.montalvo@co.hidalgo.tx.us by *no later than Wednesday, OCTOBER 15, 2014 by 5:00 p.m.* Responses to said inquiries will be sent to all applicants via email by *no later than Friday, OCTOBER 17, 2014 by 5:00 p.m.*

ATTACHMENT "A"
HIDALGO CO UNTY
"Bio-Hazardous Waste Disposal Services"
RFB NO.: 2014-351-10-22-SMA

Waste Pick-up Schedule:

Vendor(s) shall coordinate the medical waste pick-up with each individual department unless a pre-determined schedule has been determined by user department. Note All pick-ups schedule are subjected to change by Hidalgo County. Below is tentative schedule subject to change by Hidalgo County.

HIDALGO COUNTY WIC PROGRAM			
Contact Person: Margarita Gonzalez-956-318-4646			
LOCATIONS/CLINICS		Scheduled Service (Weekly, bi-weekly, monthly etc.)	Estimated Qty. of boxes & liners per location
1.	Edinburg WIC Clinic 3105 E. Schunior Edinburg, Texas	WEEKLY	3 boxes
2.	Mission WIC Clinic 211 S. Schuback Mission, Tx	twice a month	3 boxes
3.	McAllen WIC Clinic 300 E. Hackberry McAllen, Tx	once a month	3 boxes
4.	Progreso WIC Clinic 5 Mile S. Bus 83 FM 1015 Progreso, Tx	Every 2 months	3 boxes
5.	Pharr WIC Clinic 1903 W. Knight Pharr, Tx	Bi weekly	3 boxes
6.	Hidalgo WIC Clinic 702 Tejano Street Hidalgo, Tx	once a month	3 boxes
7.	Alton WIC Clinic 3509 E. Main. Alton, Tx	once a month	3 boxes
8.	Donna WIC Clinic 301 S. 8 th Donna, Tx	once a month	3 boxes
9.	Sullivan WIC W. Hwy 83 Sullivan, Tx	once a month	3 boxes
10.	Weslaco WIC I 1901 N. Bridge Weslaco, TX	once a month	3 boxes
11.	Rio Grande WIC 5404 Brand St Rio Grande City, Tx	once a month	3 boxes
12.	Edinburg WIC Mobile 3105 W. University Edinburg, Tx	once a month	3 boxes
13.	Edinburg WIC II 113 Dawson Edinburg, Tx	once a month	3 boxes
14.	Mission WIC II 722 N. Breyfogle Mission, Tx	Every 2 weeks	3 boxes

15.	Mercedes WIC 504 S. Texas Mercedes, Tx	once a month	3 boxes
16.	McAllen WIC- II 220 S. Bicentennial McAllen, Tx	once a month	3 boxes
17.	McAllen WIC- III 3001 S. 23rd, Suite 8 McAllen, Tx	once a month	3 boxes
18.	Pharr WIC II 300 W. Hall Acres, Suite A Pharr, Tx	Every 3 mo	3 boxes
19.	San Juan WIC Community Center 509 Earling Rd. San Juan, Tx	twice a month	3 boxes
20.	San Carlos WIC(San Carlos Community Center) 230 N. 86 th St- East Hwy 107 San Carlos, Tx	once a month	3 boxes
21.	Alton WIC II 3519 S. Main Suite B Mission, Tx	once a month	3 boxes
22.	Alamo WIC 3131 E. Bus 83 Suite 113 Alamo, Tx	twice a month	3 boxes
23.	Weslaco WIC II 417 S. Oregon Weslaco, TX	once a month	3 boxes
24.	Elsa WIC 708 E. Edinburg Elsa, Tx	once a month	3 boxes
25.	Roma WIC 1505 N. Grant Roma, Tx	once a month	3 boxes
26.	Alamo WIC Clinic Community Center 1429 S. Tower Road Alamo, Tx	once a month	3 boxes

HIDALGO COUNTY HEALTH & HUMAN SERVICES

Scheduled Pick up for Bio Hazards-2nd and 3rd Wednesday between 1:00 PM and 4:00 PM

**** estimated average of 600 – 2 gallon containers and 100 one quart containers per year****

	LOCATION	Scheduled Service (Weekly, bi-weekly monthly etc.)	Estimated Qty. of boxes & liners per location
1.	Edinburg Clinic 3105 E. Richardson Edinburg, Texas 78539 Phone: (956)318-2040 Supervisor: Reina Cisneros	once a month	4 boxes
2.	Elsa Clinic 708 Edinburg St. Elsa, Texas 78543 Phone: (956)262-1141 Supervisor: Elva Murphy	once a month	3 boxes
3.	Hidalgo Clinic 702 E. Texano Hidalgo, Texas 78557 Phone: (956)843-7463 Supervisor: Norma Garza	once a month	3 boxes
4.	McAllen Clinic 300 E. Hackberry McAllen, Texas 785001 Phone: (956)682-6155 Supervisor Victoria Garza	once a month	5 boxes
5.	Mission Clinic 211 N. Schurebach Road Mission, Texas 78572 Phone: (956)585-2461 Supervisor: Cecilia Hinojosa	once a month	5 boxes
6.	Pharr Clinic 300 E. Hall Acres Pharr, Texas 78577 Phone: (956)787-1531 Supervisor: Laila De Leon	once a month	4 boxes
7.	Weslaco Clinic 1901 N. Bridge Weslaco, Texas 78596 Phone: (956)969-8332 Supervisor: Laura Tovar	once a month	3 boxes
8.	Pulmonary Clinic (South Entrance) 1304 South 25 th Ave Edinburg, Texas 78542 Phone: (956)387-0118 Supervisor: Jeena Salinas	once a month	4 boxes
9.	Central Office-Immunization 1304 S. 25th Edinburg, Tx 78542 Phone: 383-6221 Supervisor: Nelda Mendez	every 3rd month	3 boxes

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT Contact Person: Elena Gaitan 956-587-6200			
	LOCATION	Scheduled Service (Weekly, bi-weekly, monthly etc.)	Estimated Qty. of boxes & liners per location
1.	Judge Mario E. Ramirez Jr. Juvenile Justice Center 1001 N. Doolittle Rd. Edinburg, Tx	once a month	2 boxes
HIDALGO COUNTY SHERIFF'S OFFICE Contact Person: Juan Tapia 956-383-8114			
	LOCATION	Scheduled Service (Weekly, bi-weekly, monthly etc.)	Estimated Qty. of boxes & liners per location
1.	Infirmary 701 E. Cibolo Rd. Edinburg, Tx	twice a month	8 boxes
2.	Law Enforcement CSI Office 711 E. Cibolo Rd Edinburg, Tx	monthly	1 box

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY

"Bio-Hazardous Waste Disposal Services"

BID NO.: 2014-351-10-22-SMA

EXHIBIT "B"

BID PAGE

Hidalgo County

"Bio-Hazardous Waste Disposal Services"

BID NO.:2014-351-10-22-SMA

Description of Box & Liner	Sizes
LANDFILL SITE: (NAME, ADDRESS OF COMPANY)	

FLAT RATE PRICE \$ _____
Pickup & Disposal of Medical Waste including box & liner
(Schedule or non-schedule)

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

"Bio-Hazardous Waste Disposal Services"

BID NO.: 2014-351-10-22-SMA

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD		CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
		INSURERS AFFORDING COVERAGE		
INSURED		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR 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				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MED (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERM & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU: <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:
- Automobile Liability: \$ _____ General Liability: \$ _____
- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, _____, possess all of the APPLICABLE:

- 1. Licenses: _____.
- 2. 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

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

**CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE**

REQUEST FOR BIDS

HIDALGO COUNTY

"Bio-Hazardous Waste Disposal Services"

BID NO.: 2014-351-10-22-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

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

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

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

4

Signature of person doing business with the governmental entity

Date

VENDOR'S APPLICATION

&

W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY

“Bio-Hazardous Waste Disposal Services”

BID NO.: 2014-351-10-22-SMA



**HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application**

Complete in print or type. Please return this application to the
Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or 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):	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> 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):	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> 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)		
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Indicate Certification No.(s): _____	or are Certificate(s) attached?:	<input type="checkbox"/> Yes <input type="checkbox"/> 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?: <input type="checkbox"/> Yes <input type="checkbox"/> 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: _____

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: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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.

Social security number									
Employer identification number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that 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
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 681
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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 (TIN). 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, apply for a TIN and 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 U.S. 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, or 5 below 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 code* earlier.

Signature requirements. Complete the certification as indicated in Items 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 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 made in settlement of payment card and third party network transactions, 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ⁴
6. 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 ⁴
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 1-800-828-4059.

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 1-800-368-4484. 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 (1-877-438-4388).

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. commonwealths and 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 3408, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING
DEBARMENT

REQUEST FOR BIDS

HIDALGO COUNTY

“Bio-Hazardous Waste Disposal Services”

BID NO.: 2014-351-10-22-SMA

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

BID PAGE

Hidalgo County

"Bio-Hazardous Waste Disposal Services"

BID NO.: 2014-351-10-22-SMA


Description of Box & Liner	Sizes
REGULATED MEDICAL WASTE / BIOHAZARD CARDBOARD BOX - DISPOSABLE UN CERTIFIED	17" X 14" W X 20" H
REGULATED MEDICAL WASTE / BIOHAZARD RED - BLACK WARNING MARKINGS	40" X 46" 40-45 GALLONS
LANDFILL SITE: (NAME, ADDRESS OF COMPANY)	
MED WASTE JOINT VENTURE TCEQ # 40256	
3713 AGNES ST., CORPUS CHRISTI, TX 78405	
855-325-3995	

FLAT RATE PRICE \$ 20⁰⁰ / Box
Pickup & Disposal of Medical Waste including box & liner
(Schedule or non-schedule)

OPENED

10/22/14
9:55am

Witnessed



ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: BIO-OPS, LLC.

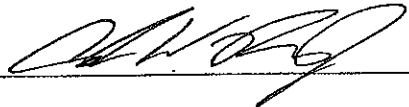
ADDRESS: 1403 CEDAR ST.

CITY/STATE/ZIP CODE: EDINBURG, TEXAS 78539

PHONE NUMBER: 956-778-4412 OR 1-888-956-2461

CELLULAR NUMBER: 956-778-4412

FAX NUMBER: 1-855-956-9555

AUTHORIZED SIGNATURE: 

EMAIL ADDRESS: medwaste@bio-ops.net

PRINTED NAME: ARMANDO W. RAMIREZ, JR (A.J.)

TITLE: OWNER

DATE: 10/8/14

EXHIBIT "C"

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2013

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 Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	CONTACT NAME: PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198	
	E-MAIL ADDRESS:	
INSURED Bio-Ops, LLC P.O. Box 1985 Edinburg TX 78540	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Texas Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

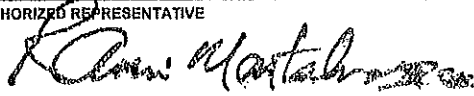
COVERAGES CERTIFICATE NUMBER: CL13122701303 REVISION NUMBER:

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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SBP0001218747	12/9/2013	12/9/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Hidalgo County 2812 S. Business Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2014

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 Quirk & Company P.O. Box 792030 San Antonio, TX 78279 www.quirkco.com	CONTACT NAME: PHONE (A/C No, Ext): 210.342.9421 FAX (A/C, No): 210.340.4075 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border-bottom: 1px solid black;">NAIC #</td> </tr> <tr> <td>INSURER A : Catlin Specialty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : Arch Specialty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Catlin Specialty Insurance Company		INSURER B : Arch Specialty Insurance Company		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Catlin Specialty Insurance Company															
INSURER B : Arch Specialty Insurance Company															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Bio-Ops, LLC PO Box 1985 Edinburg TX 78539															

COVERAGES **CERTIFICATE NUMBER: 22218167** **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	ADDE INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	3 COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			4201200923	10/7/2014	10/7/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible BI/PD \$ 1,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Pollution			FBCAT0228902	10/8/2014	10/8/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Vehicles: 2003 Dodge Cargo Van - VIN #2D7KB31Y13K525635
 1997 Chev. Truck - VIN #1GBJG31R1V1085175

CERTIFICATE HOLDER Hidalgo County 2812 S. Business Hwy. 281 Edinburg TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center;"> </div> Robert Quirk
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

AI-47441

Purchasing Department 15. B. 1.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Hon. A Guajardo, Jr,
HC-Clerk

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Request from County Clerk for exemption from HCCC approved Order for Major Purchases Deadline date of October 3, 2014 as budget line items were being reviewed and analyzed for funding of needed furniture;

B. Authority to purchase chairs (as detailed in supporting documentation) through Gateway Printing(TXMAS cooperative purchasing program awarded vendor) in the amount of \$15,352.50 with written confirmation by Gateway Printing that items will be delivered prior to 12-31-14 with authority to process requisition and approve a Purchase Order.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-415-40-180-001-0-601

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Gateway Printing

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/14/2014 03:50 PM
Budget & Management	Veronica Ortiz	11/14/2014 04:09 PM
Budget & Management	Veronica Ortiz	11/14/2014 04:09 PM
Auditor's Office	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Tanya Delira		Started On: 11/14/2014 03:02 PM
Final Approval Date: 11/14/2014		

Requisition

Req # 00266731

Bill To: x
x

Vendor: 13897
GATEWAY PRINTING & OFFICE SUPPLY, INC
315 SOUTH CLOSNER
EDINBURG TX 78539
FAX (956)383-4674

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: PTORRES
956-318-2100

Contract No: HON TXMAS 6-711110

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
60.00	EACH	HON TXMAS 6-71111060 DO NOT DUPLICATE ORDER PART # H1WM1 IGNITION WORK MID BACK PNEU SWIVEL TILT BACK CHAIR -ARMLESS, CASTER: HARD, BACK: MESH BACK, GRADE:III UPHOLSTERY, COLOR: BLACK 10, FRAME:BLACK, BASE: STANDARD BLACK	222.50	13,350.00
1.00	EACH	ORDER MANAGEMENT PRODUCT ASSEMBLY - PLACEMENT AND DEBRIS REMOVAL	2,002.50	2,002.50
		Account No	Encumbrance	
		4-1100-415-40-180-001-0-601	15,352.50	
			Freight	.00
			Total	15,352.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Hidalgo County
 HON TXMAS: 6-71111060
 Factory Order
 Non Refundable
 Please Allow 4-6 Weeks Delivery

Clerks

266731

11/7/14

Gateway Printing
 Olivia Perez Sales Rep
 315 S. Closner Edinburg
 956.313.3861
 Olivia@gateway.com

Item	Mfg	Cat	Part Number	Part Description	Qty	List	Ext List	Sell - %	Sell	Ext Sell
1	HON	HSN	HWMM1	Ignition Wk Mid-bck Pneu Swivel til Tit Bck HR Adj	80	\$ 544.00	\$ 32,640.00	58.089	\$ 222.50	\$ 13,350.00
			.N	Arm: Armless						
			.H	CASTER: Hard						
			.M	Back: Mesh Back						
			\$(3)	GRADE: II UPHOLSTERY						
			.AB	UPH: Corfiel						
			10	COLOR: Black 10						
			.T	FRAME: Black						
			.SB	Base: Standard Black						
sub				Subtotal			\$ 32,640.00	58.089		\$ 13,350.00
2				Optional: Order management Product assembly- Placement and Debris removal	1	\$ 2,002.50	\$ 2,002.50	0.000	\$ 2,002.50	\$ 2,002.50
				Grand Total			\$ 34,642.50	58.089		\$ 15,352.50

266731

[Print](#)

QUOTE INFORMATION

QUOTE ID :	330318	QUOTE NAME :	11-072014-OP-HC-3
CONTRACT No. :	9303	CONTRACT NAME :	TEXAS 2012 DLR (TEXAS HON DEALER APRIL 2012)
BID :		PRICING DATE :	Friday, November 07, 2014
ESTIMATED LIST PRICE :	\$0.00	UPLOAD DATE :	Friday, November 07, 2014
TOTAL LIST PRICE :	\$32,640.00	STATUS :	Pricing Succeeded
TOTAL NET PRICE :	\$13,350.00	TOTAL LINE ITEMS :	1

Product pricing only. Does not include additional fees, services, shipping, etc.

QUOTE DETAIL INFORMATION

HIWM1.N.H.M.AB10.T.SB - Ignition Wk Mid-bck Pneu Swivel tilt Tilt
Bck Ht Adj

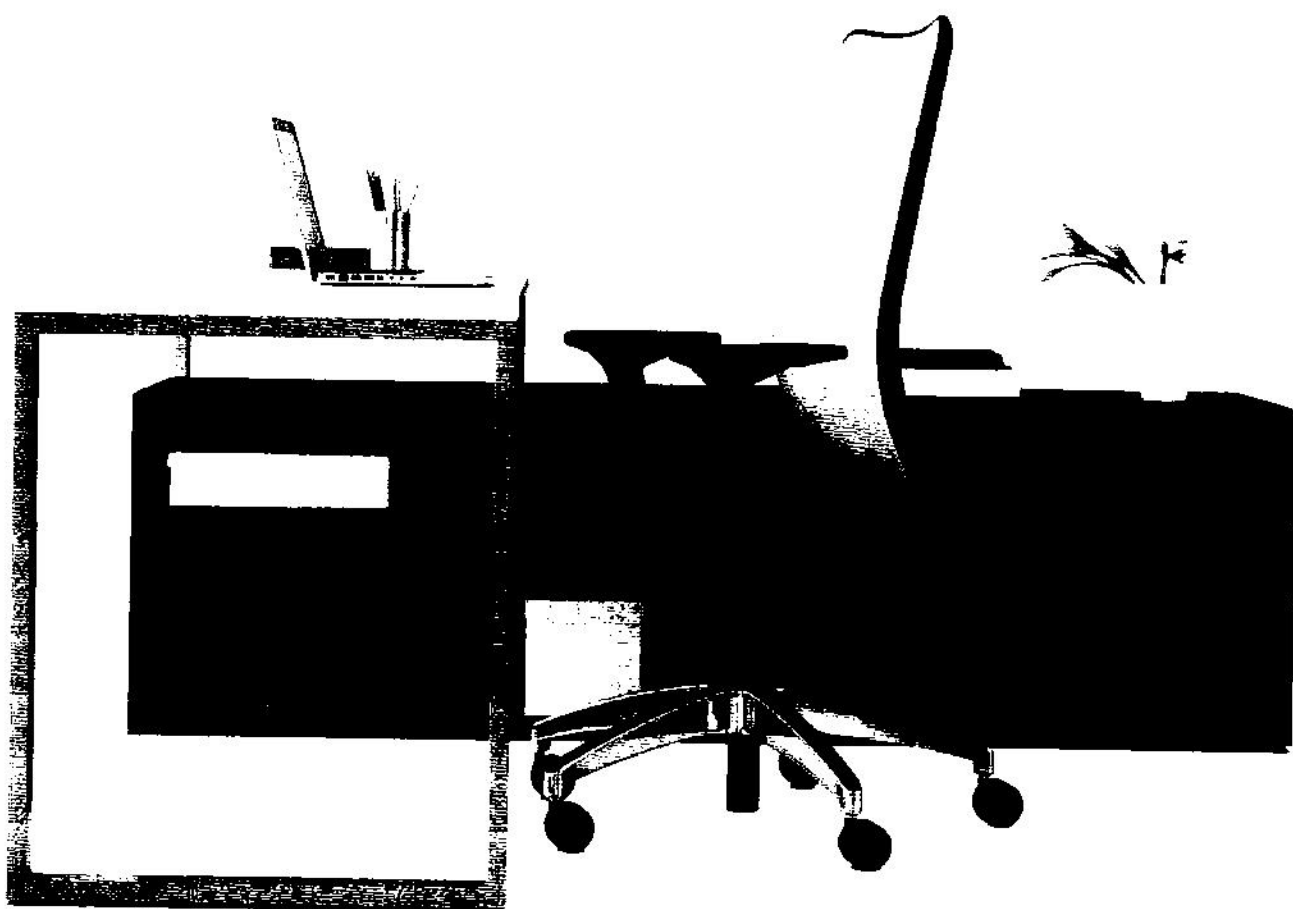
Line# :	1	Status :	
Quantity :	60	Pricing :	
Mfr List \$:	\$544.00	SIF List \$:	\$544.00
Mfr Disc % :	59.10%	SIF Disc % :	0.00%
Mfr Net \$:	\$222.50	SIF Net \$:	\$0.00
		Note :	
		SIF File :	11-072014-OP-HC-3.sif

HON

January 2014 List Pricer

Effective Date:
January 1, 2014

**Supersedes HON
List Pricer dated:**
January 2013





► Ignition Series seating addresses the needs of the total office with Executive, Work, Task, Stool, Guest and Lounge Seating Solutions.

- Three different back sizes, three different functions and two arm types to fit you and how you work.
- Mesh back option available
- See page 570 for arm packs.
- Chair is warranted for users up to 300 lbs.

► For additional HON to Supply COM fabric grade pricing (M7-M12), go to honready.hon.com and click on the HON to Supply COM link.
 ◻ For Fire Code model, availability and ordering method, refer to matrix on pages 527-529.

⚠ **Must specify arms on all models as base model is armless.**



Model/Description	Depth	Width	Height	Ship Weight	Cube	COM	Price Code	List	Price Code	List
<p>HIWM1 </p> <p>Work Mid-back, Pneumatic, Back Height Adjustment, Swivel, Tilt, Tilt Tension, Tilt Lock</p> <p>♢ A, B, E, F, K, L</p>	Upholstered Back	18½	21-24	54	11.3	2.0	II	\$ 448	M1	\$ 557
	Mesh Back	19	21½-24	48	11.3	1.0	III	\$ 474	M2	\$ 624
	Maximum	35½	27	44			IV	\$ 516	M3	\$ 704
	Seat	18	20				V	\$ 568	M4	\$ 794
	Between Arms - Adjustable		17-19½				VI	\$ 620	M5	\$ 894
	Between Arms - Fixed		20				L	\$ 675	M6	\$ 1004
	Seat to Floor			17-21½						
	Usable Seat Depth	17¼								

seating

<p>HIWM2 </p> <p>Work Mid-back, Pneumatic, Back Height Adjustment, Synchro-tilt, Tilt Tension, Tilt Lock, Seat Glide</p> <p>♢ A, B, D, E, J, A-D, L</p>	Upholstered Back	18½	21-24	58	11.3	2.0	II	\$ 513	M1	\$ 622
	Mesh Back	19	21½-24	52	11.3	1.0	III	\$ 539	M2	\$ 689
	Maximum	38	27	46½			IV	\$ 581	M3	\$ 769
	Seat	17-19	20				V	\$ 633	M4	\$ 859
	Between Arms - Adjustable		17-19½				VI	\$ 685	M5	\$ 959
	Between Arms - Fixed		20				L	\$ 740	M6	\$ 1069
	Seat to Floor			17¼-21¾						
	Usable Seat Depth	16¼-18¼								

<p>HIWM3 </p> <p>Work Mid-back, Pneumatic, Back Height Adjustment, Synchro-tilt, Back Angle Adjustment, Tilt Tension, Tilt Lock, Seat Glide</p> <p>♢ A, B, D, E, A-D, A-E, L</p>	Upholstered Back	18½	21-24	63	11.3	2.0	II	\$ 553	M1	\$ 662
	Mesh Back	19	21½-24	58	11.3	1.0	III	\$ 579	M2	\$ 729
	Maximum	39	27	44			IV	\$ 621	M3	\$ 809
	Seat	17-19	20				V	\$ 673	M4	\$ 899
	Between Arms - Adjustable		17-19½				VI	\$ 725	M5	\$ 999
	Between Arms - Fixed		20				L	\$ 780	M6	\$ 1109
	Seat to Floor			17¼-21¾						
	Usable Seat Depth	15¼-17¼								

How to specify

Select Model Number from above	1st Option Select Arm Type	2nd Option Select Caster/Glide	3rd Option Select Back Type	4th Option Select Upholstery	5th Option Select Frame	6th Option Select Base
	F Fixed Arms (\$65 list price upcharge) A Height and Width Adjustable Arms (\$75 list price upcharge) D Height, Width, Depth Adjustable Arm (\$95 upcharge) N Armless P Fixed Polished Aluminum Arm (\$150 list price upcharge) V All-Adjustable Arm (includes Pivot) (\$115 upcharge)	H Hard Caster (no upcharge) S Soft Caster (no upcharge)	U Upholstered M Mesh (\$70 upcharge)	See pages 552-553	T Black	SB Standard Black PA Polished Aluminum (\$110 list price upcharge)
H I W M 1	F	H	M	A B 1 0	T	S B

Icon Legend on page 11

AI-47404

Purchasing Department 15. C. 1.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Comm. AC Cuellar, HC Pct. #1 **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final construction contract documents for the project: Hidalgo County Precinct No. 1 "Sioux Road Paving and Drainage Improvements (from Tower to Valverde Rd)" (CC award action on AI-47118, 10/28/14) to 2GS, LLC, in the total amount \$740,819.60 (Contract# C-14-362-10-28).

BACKGROUND

Req# 266708

Contract documents have been reviewed and approved by Legal Counsel.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1303-431-00-121-183-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available in the amount of \$376,429.77 as of 11/14/14. (RE: Req.# 00266708)

FISCAL YEAR: 2014

ACCT. #: 4-1200-431-00-121-183-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available in the amount of \$194,892.47 as of 11/14/14. (RE: Req.# 00266708)

FISCAL YEAR: 2014

ACCT. #: 4-1339-431-00-121-183-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available in the amount of \$78,662.04 as of 11/14/14. (RE: Req.# 00266708)

FISCAL YEAR: 2014

ACCT. #: 4-1342-431-00-121-183-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available in the amount of \$90,835.32 as of 11/14/14. (RE: Req.# 00266708)

Attachments

Contract with 2GS reviewed and approved by Legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/14/2014 03:08 PM
Budget & Management	Veronica Ortiz	11/14/2014 03:10 PM
Sylvia Solis	Sylvia Solis	11/14/2014 03:22 PM
Auditor's Office	Monica Badillo	11/14/2014 05:21 PM

Form Started By: Moises Salazar
Started On: 11/13/2014
Final Approval Date: 11/14/2014

**FORMS OF SPECIFICATIONS, CONTRACT, BONDS AND
BID PROPOSALS**

FOR

HIDALGO COUNTY PRECINCT NO. 1

**SIOUX ROAD
PAVING & DRAINAGE IMPROVEMENTS PROJECT
(from Tower Road to Val Verde Road)**

CONTRACT NO.: C-14-362-10-28



11/07/14

PREPARED BY:

[Handwritten signature]

**RAUL E. SESIN, P.E., PROJECT ENGINEER
HIDALGO COUNTY PLANNING DEPARTMENT
1304 S. 25th STREET
EDINBURG, TEXAS 78539**



PURCHASING DEPARTMENT
County Of Hidalgo

October 28, 2014

Mr. Humberto Garcia Jr., Member
2GS, LLC
P.O. Box 595
Peñitas, TX 78576

RE: BID NO.: 2014-362-10-15-MSS
Notice of Bid Award for: Hidalgo County Precinct No. 1 –“Sioux Road Paving and Drainage Improvements Project (from Tower Road to Val Verde Road)”.

Dear Mr. Garcia,

Congratulations! This is to notify you that pursuant to action taken at the Commissioners' Court meeting held on October 28, 2014, the Base Bid and Alternates 1 and 2, for the above-mentioned project, were awarded to your company in the total amount of \$740,819.60.

Our next step will be to complete a contract to present to Commissioners' Court for approval. For this purpose, five original copies of the contract will have to be distributed; therefore, we are requesting you to provide Payment and Performance Bonds in five original sealed duplicates dated for October 28, 2014, and your acord certificate of insurance with required coverages.

We need to proceed with this project as soon as possible; therefore, we are requesting for you to contact the project engineer Mr. Raul Sasin, P. E., Hidalgo County Planning Department at 956-318-2840 at your earliest convenient time for additional forms and information required.

We sincerely appreciate your time and interest in submitting bids and we extend an invitation to you on future bids. If you have any questions please call me @ 318-2626 or to my e-mail address moises.salazar@co.hidalgo.tx.us . Thank you.

Sincerely,

Moises Salazar, Buyer III
Hidalgo County Purchasing Department

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 1 with sealed bids for: "Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road.)"

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 Hidalgo County Planning Department, 1304 S. 25th St., Edinburg, TX 78539 Phone No. (956) 318-2842.

PRE-BID CONFERENCE is scheduled for **Tuesday, October 07, 2014 @ 3:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

UPON SUBMITTING SEALED BID, 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 and/or package and **Bid No.: 2014-362-10-15-MSS – Hidalgo County Precinct No. 1 – "Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road)."** 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 3:00 PM on Wednesday, October 15, 2014 at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED**

Attention is called to the fact that not less than, the 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 23rd day of September, 2014.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

Hidalgo County Precinct No. 1
Sioux Road Paving & Drainage Improvements Project
From Tower Road to Val Verde Road
Bid No.: 2014-362-10-15-MSS

TABLE OF CONTENTS

- 1) Advertisement and Invitation for Bids
- 2) Hidalgo County Legal Notice
- 3) Bidder Acknowledgement
- 4) Statement of Credentials
- 5) Information for Bidders
- 6) Bid Form
- 7) Bid Bond
- 8) Contract
- 9) Non Collusion
- 10) Payment Bond
- 11) Performance Bond
- 12) **Exhibit C -Insurance Requirements**
- 13) General Conditions of the Agreement
- 14) Title 29 Labor
- 15) Standard General Condition of Construction Contract
- 16) Supplemental General Condition
Exhibit A General Notes
 - a. Technical Specifications
- 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. Change Order
 - b. Payment of Application
 - c. Estimate Quantity Update
 - d. Schedule of Values
 - e. Contract Time Statement
 - f. List of Suppliers
 - g. Partial Release of Lien
 - h. Contractor's Affidavit of Payment of Debts and Claims
 - i. Prevailing Wage Rates Certificate Statement
 - j. Certificate of Construction Completion
 - k. Contractor's Affidavit of Release of Liens
 - l. Quantity Work Sheet
- 20) Construction Identification Sign

**REQUEST FOR
SEALED BIDS (RFB)**

TO SUPPLY HIDALGO COUNTY with sealed bids for the following Construction Project:

Request for Sealed Bids (RFB)	2014-362-10-15-MSS	-HIDALGO COUNTY PRECINCT NO. 1- "Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road)."
-------------------------------	--------------------	---

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: **Hidalgo County Planning Department**, Raul Sesin, P.E., 1304 S. 25th St., Edinburg, TX 78539, Ph. (956) 318-2842.

PRE-BID CONFERENCE is scheduled for **Tuesday, October 07, 2014 at 3:00 P.M.** at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM-2802 S. Business Hwy 281, Edinburg, TX 78539

A **BIDDER'S BOND** from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds \$25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds \$100,000.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:
Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent

Hidalgo County Purchasing Department

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539

Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 p.m. on Wednesday, October 15, 2014** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the most current federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

Typed-written RFI's shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by October 08, 2014. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 05th day of March, 2014.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233



REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT NO. 1

**“Sioux Road
Paving & Drainage Improvements Project
(from Tower Road to Val Verde Road)”**

RFB NO: 2014-362-10-15-MSS

Acceptance Date: October 15, 2014

**Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department**

Project Buyer Contact Information:

Moises Salazar, Buyer III

LEGAL NOTICE

BID NO:2014-362-10-15-MSS

(956) 292-7000 Ext. 4863

moises.salazar@co.hidalgo.tx.us

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1 – SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS PROJECT (FROM TOWER ROAD TO VAL VERDE ROAD)"** 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-2014-362-10-15-MSS - HIDALGO COUNTY PRECINCT NO. 1 - SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS PROJECT (FROM TOWER ROAD TO VAL VERDE ROAD)"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, OCTOBER 15, 2014.**

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 – 2014-362-10-15-MSS - HIDALGO COUNTY PRECINCT NO. 1 – SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS PROJECT (FROM TOWER ROAD TO VAL VERDE ROAD)".

WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project engineer: Raul Sesin, P.E., Hidalgo County Planning Department to the attention of, *Nora D Cavazos* at nora.cavazos@hchd.org . Please call 956-318-2840 to confirm receipt RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by October 08, 2014. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

LEGAL NOTICE

BID NO:2014-362-10-15-MSS

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to

LEGAL NOTICE

BID NO:2014-362-10-15-MSS

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 of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
 Martha L. Salazar, Purchasing Agent
 (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **BID- 2014-285-07-32-MSS - HIDALGO COUNTY PRECINCT NO. 1 -"SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS PROJECT (FROM TOWER ROAD TO VAL VERDE ROAD)"** 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:

Carlos Jasso, Accountant IV
Hidalgo County Precinct No. 2
300 W. Hall Acres Rd.
Pharr, Texas 78577
(956) 787-1891

17. Schedule

Pre-Bid Conference,	3:00 PM	October 07, 2014
Bid Opening,	3:00 PM	October 15, 2014
Award of Contract		, 2014
Commence Work or Deliver Products		, 2014

HIDALGO COUNTY APPROVED HOLIDAYS

2014 YEAR	
New Year's Day	01/01/14
Martin Luther King Day	01/20/14
President's Day	02/17/14
Good Friday	04/18/14
Easter	04/21/14
Memorial Day	05/26/14
Independence Day	07/04/14
Labor Day	09/01/14
Veteran's Day	11/11/14
Thanks Giving Day	11/27/14 and 11/28/14
Christmas Day	12/25/14 and 12/26/14

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$100,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

LEGAL NOTICE

BID NO:2014-362-10-15-MSS

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

• NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the Bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.

LEGAL NOTICE

BID NO:2014-362-10-15-MSS

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

LEGAL NOTICE

BID NO:2014-362-10-15-MSS

29. *Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.*
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

 **COPY**

BIDDERS ACKNOWLEDGEMENT
Bid
for
HIDALGO COUNTY PRECINCT NO. 1

“SIOUX ROAD
PAVING & DRAINAGE IMPROVEMENTS PROJECT
(from Tower Road to Val Verde Road)”
BID NO.: 2014-362-10-15-MSS

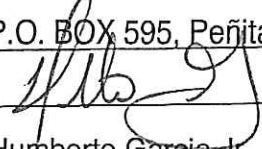
To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Table of Contents presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: 2GS, LLC
Address: P.O. BOX 595, Peñitas, Texas 78576
By: 
Printed Name: Humberto Garcia Jr.
Title: Member

(THIS PAGE MUST BE SUBMITTED WITH BID PACKET)

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: 2GS, LLC

Address: P.O. BOX 595
Peñitas, Texas 78576

Date Organized: January 2012 Date Incorporated: January 2012

Office Number: (956) 424-3414 Fax Number: (956) 683-6149

Number of years in business under present name: 2.5 years

Type of work performed by your company: Paving and Underground Civil

Infrastructure Improvements

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: City of San Juan

Address: 709 South Nebraska, San Juan, Texas 78589

Ph/Fx Number: (956) 702-6408 Email: ronnie@cruzhogan.net

Scope of Work Description: Paving & Drainage Improvements - 2014 Street Improvements

Date Completed: October 2014 Total Cost: \$863,094

2. Owner: City of McAllen

Address: P.O. Box 220, McAllen, Texas 78505

Ph/Fx Number: (956) 681-1173 Email: rcanterbury@mcallen.net

Scope of Work Description: Paving & Drainage Improvements - Retiree Haven Subd.

Date Completed: June 15, 2014 Total Cost: \$1,784,382.07

3. Owner: La Joya ISD

Address: 201 E. Expressway 83, La Joya, Texas 78560

Ph/Fx Number: (956) 580-8868 Email: d.garza@lajoyaisd.net

Scope of Work Description: Paving & Drainage Improvements

Date Completed: January 17, 2014 Total Cost: \$687,000.00

4. Owner: Hidalgo County Precinct #2

Address: 2802 S. Business Highway 281, Edinburg, Texas 78539

Ph/Fx Number: (956) 318-2626 Email: raul.sesin@co.hidalgo.tx.us

Scope of Work Description: Paving Improvements - McColl Road Overlay & Curb & Gutter

Date Completed: August 30, 2013 Total Cost: \$408,758.00

5. Owner: Hidalgo County Precinct #2

Address: 2802 S. Business Highway 281, Edinburg, Texas 78539

Ph/Fx Number: (956) 318-2626 Email: raul.sesin@co.hidalgo.tx.us

Scope of Work Description: Paving & Drainage Imp. - Little Mexico Subd. & S. Tower Estates

Date Completed: October 30, 2013 Total Cost: \$468,569.70

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

Hidalgo Urban County Program - City of Edcouch Street Improvements - \$188,368

City of Mercedes - Llano Grande Lake Park Resort Waterline Improvements - \$616,073

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.

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 hereby 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 15th day of October, 2014.

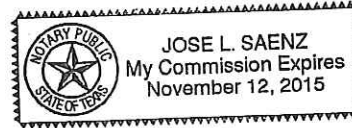
2GS, LLC
By [Signature]
Title Member

Subscribed and sworn to me this 15th day of OCTOBER, 2014.

By: Jose L. Saenz

Notary Public in and for Hidalgo County, Texas

My commission expires 11/12/15



INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 2 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, OCTOBER15, 2014 at 3:00 p.m.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 2.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder and/or contractor, concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

- a Must be acceptable to the Owner after verification of the current eligibility status, and,
- b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the

closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s):

Project Name: **Hidalgo County Precinct No. 1 – Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road).**

Project Number: **2014-362-10-15-MSS**

Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

6. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

7. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **100 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **\$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

9. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

10. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing via e-mail to moises.salazar@co.hidalgo.tx.us or via fax to (956) 292-7612 addressed to Martha L. Salazar, Purchasing Agent, 2802 S. Business Hwy. 281, Edinburg, TX 78539 attn: Moises Salazar, Buyer and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

11. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

12. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following;

- a Inspection and testing of materials
- b Insurance requirements
- c Wage rates
- d States allowances

14. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

16. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

**Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS**

17. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

- 1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.
- 2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- 3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.
2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.
3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.
4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility
5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.
6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.
7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.
8. Prospective bidders should make a careful examination of the projects sites.
9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.
10. No open trenches or excavation shall be left open overnight.

BID TAB
HIDALGO COUNTY PRECINCT No. 1
PROJECT No. 2014-362-10-15-MSS
SIoux ROAD PAVING AND DRAINAGE IMPROVEMENTS (FROM TOWER ROAD TO VAL VERDE ROAD)
ESTIMATOR: RAUL E. SESIN PE, CFM DATE: 9/19/2014

SAMPLE

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	34.33	STA	PREPARING ROW	THREE HUNDRED FIFTY	\$300.50	\$6,271.44

BASE BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	24,865	SY	6" COMPACTED CALICHE (2F)	five Dollars thirty-five Cents	5.35	133,027.75
2	24,865	SY	1.5% LIME TREAT CALICHE BASE	seven Dollars seventy-five Cents	0.75	18,648.75
3	24,865	SY	EXCAVATE, TREAT WITH 2% LIME AND WORK EXISTING ROAD SECTION TO ACHIEVE PROPOSED 26" SUB-BASE	six Dollars eighty Cents	6.80	169,082.00
4	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	five hundred zero Cents	500.00	500.00
5	146	LF	12" RGRCP CL III CULVERT PIPE	twenty-two Dollars fifty Cents	22.50	3,285.00
6	48	LF	15" RGRCP CL III CULVERT PIPE	thirty-one Dollars zero Cents	31.00	1,488.00
7	109	LF	18" RGRCP CL III CULVERT PIPE	thirty-nine Dollars fifty Cents	39.50	4,305.50
8	610	LF	18" TGRCP CL III CULVERT PIPE	thirty-nine Dollars zero Cents	39.00	23,790.00
9	128	LF	24" RGRCP CL III STORM DRAIN PIPE	forty-seven Dollars zero Cents	47.00	6,016.00
10	108	LF	30" RGRCP CL III STORM DRAIN PIPE	fifty-four Dollars zero Cents	54.00	5,832.00
11	120	LF	36" RGRCP CL III STORM DRAIN PIPE	seventy Dollars zero Cents	70.00	8,400.00
12	356	LF	TRENCH PROTECTION	two Dollars fifty Cents	2.50	890.00
13	356	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	three Dollars zero Cents	3.00	1,068.00
14	12	EA	SAFETY END TREATMENT FOR 18" PIPE	one thousand two hundred eighty-five Dollars zero Cents	1,285.00	15,420.00
15	3	EA	SAFETY END TREATMENT FOR 24" PIPE	one thousand six hundred fifty Dollars zero Cents	1,650.00	4,950.00
16	2	EA	TYPE "C-C" INLET	three thousand five hundred Dollars zero Cents	3,500.00	7,000.00
17	149	CY	PIPE ENDWALL WITH CONCRETE RIP-RAP	eighty-five Dollars zero Cents	85.00	12,665.00
18	2,081	SY	ASPHALT DRIVEWAYS (6" CALICHE BASE & 1" ACP)	fifteen Dollars zero Cents	15.00	31,215.00
19	362	SY	4" CONCRETE DRIVEWAYS	thirty-four Dollars zero Cents	34.00	12,308.00
20	16,300	LF	REGRADE ROADSIDE DITCH	two Dollars zero Cents	2.00	32,600.00
21	940	CY	COMPACTED DIRT FILL	five Dollars zero Cents	5.00	4,700.00
22	1	LS	TRAFFIC CONTROL	five thousand five hundred Dollars zero Cents	5,500.00	5,500.00
23	1	LS	PAVEMENT MARKINGS	twenty-one thousand four hundred sixty-eight Dollars zero Cents	21,468.00	21,468.00
BASE BID PRICE IN WORDS				five hundred twenty-four thousand one hundred fifty-nine Dollars zero	524,159.00	

OPENED
 10/15/14
 3:05 PM
 Witnessed


ADD ALTERNATE #1 BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price in Words	Unit Price in Figures	Total Extension in Figures
1	23,049	SY	2" HMAC TYPE "D" (24)	nine Dollars zero Cents	9.00	207,441.00
ADD ALTERNATE #1 BID PRICE IN WORDS				two hundred seven thousand four hundred forty-one zero Cents	\$	207,441.00

ADD ALTERNATE #2 BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price in Words	Unit Price in Figures	Total Extension in Figures
1	23,049	SY	PRIME COAT (MC-30) (0.2 GAL/SY)	forty Dollars zero Cents	0.40	9,219.60
ADD ALTERNATE #2 BID PRICE IN WORDS				nine thousand two hundred nineteen sixty Cents	\$	9,219.60

ADD ALTERNATE #3 BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price in Words	Unit Price in Figures	Total Extension in Figures
1	23,049	SY	BIAXIAL GEOGRID 1200	ONE thirty Dollars zero Cents	1.30	29,963.70
ADD ALTERNATE #3 BID PRICE IN WORDS				twenty-nine thousand nine hundred sixty-three seventy Cents	\$	29,963.70

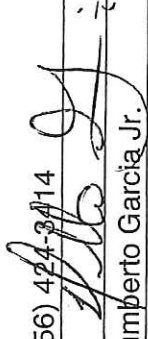
ADD ALTERNATE #4 BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price in Words	Unit Price in Figures	Total Extension in Figures
1	128	LF	24" HP POLYPROPYLENE PIPE	forty-five Dollars zero Cents	45.00	5,760.00
2	108	LF	30" HP POLYPROPYLENE PIPE	sixty-five Dollars fifty Cents	65.50	7,074.00
3	120	LF	36" HP POLYPROPYLENE PIPE	eighty Dollars zero Cents	80.00	9,600.00
4	358	LF	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	SIX fifty Dollars zero Cents	6.50	2,314.00
ADD ALTERNATE #4 BID PRICE IN WORDS				twenty-four thousand seven hundred forty-eight zero Cents	\$	24,748.00

OPENED
 10/15/14
 3:05 pm
 Witnessed


TOTAL BID PRICE IN WORDS (BASE BID)	five hundred twenty-four thousand one hundred fifty-nine	Dollars		BID IN FIGURES	
	zero	Cents	\$	524,159.00	
TOTAL ADD ALTERNATE #1 PRICE IN WORDS	two hundred seven thousand four hundred forty-one	Dollars		BID IN FIGURES	
	zero	Cents	\$	207,441.00	
TOTAL ADD ALTERNATE #2 PRICE IN WORDS	nine thousand two hundred nineteen	Dollars		BID IN FIGURES	
	sixty	Cents	\$	9,219.60	
TOTAL ADD ALTERNATE #3 PRICE IN WORDS	twenty-nine thousand nine hundred sixty-three	Dollars		BID IN FIGURES	
	seventy	Cents	\$	29,963.70	
TOTAL ADD ALTERNATE #4 PRICE IN WORDS	twenty-four thousand seven hundred forty-eight	Dollars		BID IN FIGURES	
	zero	Cents	\$	24,748.00	

LF - LINEAR FEET
EA - EACH
SY - SQUARE YARD(S)
LS - LUMP SUM

PHONE NUMBER: (956) 424-3414

AUTHORIZED SIGNATURE: 

PRINTED NAME: Humberto Garcia Jr.

TITLE: Member

OPENED
10/15/14
8:05pm
Witnessed



CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 100 calendar days.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ Dollars (_____) or a Bid Bond in the Sum of 5% of Bid _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE	DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____
#3	_____	_____	#4	_____

Respectfully submitted,

2GS, LLC

Name of Firm

By: [Signature] : 10/15/2014
Signature Date

Member
Title

P.O. Box 595, Peñitas, Texas 78576
Address

(956) 424-3414
Telephone Number

**THIS PROPOSAL MUST BE
SIGNED BY AN OFFICER OF
REPRESENTATIVE DULY
AUTHORIZED BY THE BIDDER.**

(Seal, if Bid is by a Corporation)

Attest: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, 2GS, LLC
as Principal, (hereinafter called the "Principal"), and
Colonial American Casualty and Surety Company
a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the
"Surety") are held and firmly bound unto County of Hidalgo
as Obligee, (hereinafter called the "Obligee"), in the sum of
5% Greatest Amount Bid
Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Sioux Road Paving & Drainage Improvements Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract
with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding
or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 14th day of October A.D., 2014
2GS, LLC

Jose L. Saep
Witness

{ [Signature] (SEAL)
Principal
Beto Garcia Member
Title

[Signature]
Phil Young
Witness

Colonial American Casualty and Surety Company
By [Signature] (SEAL)
Andy Alvarez, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Colonial American Casualty and Surety Company
used in AIA Document A-310, February 1970 Edition. vouches that the language in the document conforms exactly to the language

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Phil YOUNG, Andy ALVAREZ and Dewey YOUNG, all of San Juan, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of June, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Gerald F. Haley
Assistant Secretary
Gerald F. Haley

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 26th day of June, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President**, and **GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14 day of October, 2014.



Michael Bond, Vice President

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-14-362-10-28

This Agreement, entered into this 28th day of October, 2014 by and between **Hidalgo County** (hereinafter called the "OWNER," and, 2GS, LLC (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County Precinct No. 1 "Sioux Road Paving & Drainage Improvements Project (from Tower Road to Val Verde Road)"

Hereinafter called the project, for the sum of **Seven Hundred Forty Thousand Eight Hundred Nineteen Dollars and sixty cents (\$740,819.60)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Technical Specifications, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by County of Hidalgo, Raul E. Sesin, P.E., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **100 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 WHEREOF, the parties to these present have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

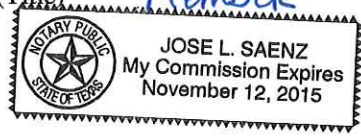
APPROVED BY COMMISSIONERS COURT ON: _____, 2014.

CONTRACTOR: [Signature]
Print Name & Title: Humberto Garcia Jr., Member
Name of Firm: 2GS, LLC
P.O. BOX 595
Address: Peñitas, Texas 78576
(956) 424-3414
Fed I.D. #/SS #: 45-4338911

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 7th day of November, 2014, by Humberto Garcia Jr. Of and on behalf of 2GS, LLC
(Title) Member (A corporation)



[Signature]
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: [Signature]

ATTEST:

COUNTY OF HIDALGO:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas.....)

County of Hidalgo.....)

Humberto Garcia Jr., being first duly sworn,
deposes and says that:

(1) He is Member, of
2GS, LLC, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

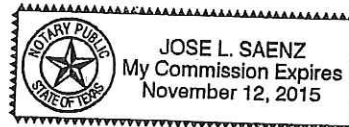
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative;, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]
Member
(Title)

Subscribed and sworn to before me on this 15th
Day of October 2014

Jose R. Saenz, NOTARY PUBLIC
Title



PUBLIC WORK

Bond No. PRF 9170052

STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE AS AMENDED BY THE 73rd LEGISLATURE, 1993

(Penalty of this bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, 2GS,LLC P.O. Box 595 Penitas, TX 78576 (Here insert the name and address or legal title of the Contractor)

(hereinafter called the Principal), as Principal,

and Colonial American Casualty and Surety Company (Here insert the name of the Surety)

a corporation organized and existing under the laws of the State of Maryland, with its principal office in the City of Owings Mill (hereinafter called the Surety), as Surety, are held and firmly bound unto Hidalgo County

(Here insert the name of the Obligee)

(hereinafter called the Obligee), in the amount of Seven Hundred Forty Thousand Eight Hundred Nineteen and 60/100** Dollars (\$ 740,819.60) (Here insert an amount equal to the total contract price)

), 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 28th day of October, 2014, to Hidalgo County Precinct No. 1 Sioux Road Paving and Drainage Improvements Project

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be 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 by Acts of the 73rd Legislature, 1993, and all liabilities on this bond to all such claimants 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 and Surety have signed and sealed this instrument this 28th day of October, 2014.

WITNESS [Signature] (IF INDIVIDUAL OR FIRM)

2GS,LLC P.O. Box 595 Penitas, TX 78576 [Signature] (SEAL) Humberto Garcia

ATTEST: (IF CORPORATION)

(SEAL) (SEAL) Principal

Colonial American Casualty and Surety Company [Signature] (SEAL) Andy Alvarez Attorney-in-Fact

Bond No: PRF 9170052

**PUBLIC WORK
STATUTORY PERFORMANCE BOND PURSUANT TO
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE AS
AMENDED BY THE 73rd LEGISLATURE, 1993**

(Penalty of this bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, 2GS, LLC P.O. Box 595 Penitas, TX 78576

(Here insert the name and address or legal title of the Contractor)

(hereinafter called the Principal), as Principal, and
Colonial American Casualty and Surety Company

(Here insert the name of the Surety)

a corporation organized and existing under the laws of the State of Maryland, with its principal office in the City of Owings Mills
(hereafter called the Surety), as Surety, are held and firmly bound unto

Hidalgo County

(Here insert the name of the Obligee)

(hereinafter called the Obligee), in the amount of Seven Hundred Forty Thousand Eight Hundred Nineteen and 60/100***

(Here insert an amount equal to the total contract price)

Dollars (\$ 740,819.60), 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 28th day of October, 2014, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be 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 by Acts of the 73rd Legislature, 1993, 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 and Surety have signed and sealed this instrument this 28th day of October, 2014

WITNESS:

Joe R. Saeg
(IF INDIVIDUAL OR FIRM)

2GS, LLC P.O. Box 595 Penitas, TX 78576 (SEAL)

[Signature] (SEAL)

ATTEST:

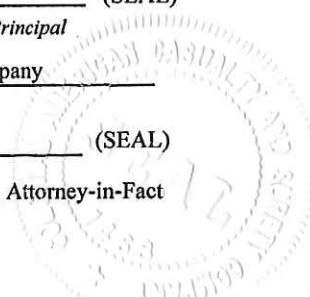
(IF CORPORATION)

(SEAL)
Principal

Colonial American Casualty and Surety Company

By Andy Alvarez (SEAL)

Andy Alvarez, Attorney-in-Fact





Fidelity and Deposit Companies

Home Office: 1400 American Lane Schaumburg, IL 60196

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

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:

**P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. 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.

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of October, 2014.



Michael Bond

Michael Bond, Vice President

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, Humberto Garcia Jr., authorized representative for 2GS, LLC,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Humberto Garcia Jr.
Authorized Representative

10/15/2014
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, Humberto Garcia Jr., possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: Bid Bond; Performance and Payment Bonds (if awarded).
3. Certificates: HUB Certified; TXDOT Certified.
4. Permits: _____.
5. Other: General Liability and Workers Compensation coverage.

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

10/15/2014

Date

2GS, LLC

Company

P.O. Box 595

Address

Peñitas, Texas 78576

City, State, Zip



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2014

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	San Juan Insurance Agency, Inc DBA Valley Ins Providers OR Truckers Ins PO Drawer 3783 McAllen TX 78502	CONTACT NAME:	NORA RODRIGUEZ	
		PHONE (A/C, No., Ext):	(956) 781-6663	FAX (A/C, No.):
		E-MAIL ADDRESS:	nrodriguez@vip-ins.net	
			INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A:	TECHNOLOGY INSURANCE COMPANY	
		INSURER B:	TEXAS MUTUAL INSURANCE COMPANY	
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

INSURED
2GS, LLC
PO BOX 595
Penitas TX 78576-

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD DEDUCTIBLE \$2,000 <input checked="" type="checkbox"/> BI DEDUCTIBLE \$2,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		TPP105960700	02/21/2014	02/21/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		TPP105960700	02/21/2014	02/21/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X TSF-0001234244	02/21/2014	02/21/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
A	CONTRACTOR'S EQUIPMENT			TPP105960700	02/21/2014	02/21/2015	LEASED/RENTED 250,000 DEDUCTIBLE \$1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sioux Road Paving and Drainage Improvements
(from Tower Road to Val Verde Road)

CERTIFICATE HOLDER

CANCELLATION

AI 004809

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S. Business Highway 281
EDINBURG TX 78539-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to County of Hidalgo, Raul E. Sesin, P.E.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

- Sec.
- 3.1 Purpose and scope
 - 3.2 Definitions
 - 3.3 Weekly statement with respect to payment of wages
 - 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
 - 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
 - 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
 - 3.7 Applications for the approval of the Secretary of Labor
 - 3.8 Action by the Secretary of Labor upon applications.
 - 3.9 Prohibited payroll deductions.
 - 3.10 Methods of payment of wages.
 - 3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization

Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

Copeland Act Regulations

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 United 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

(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

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.

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 laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents:

Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

Copeland Act Regulations

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.

(j) 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.

(k) Any deduction for the cost of safety equipment purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished 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 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.
(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 1 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.R. 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.

Copeland Act Regulations

(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 payable 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 contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

**STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

Copyright ©1996

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - DEFINITIONS AND TERMINOLOGY	6
1.01 <i>Defined Terms</i>	6
1.02 <i>Terminology</i>	8
ARTICLE 2 - PRELIMINARY MATTERS	9
2.01 <i>Delivery of Bonds</i>	9
2.02 <i>Copies of Documents</i>	9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i>	9
2.04 <i>Starting the Work</i>	9
2.05 <i>Before Starting Construction</i>	9
2.06 <i>Preconstruction Conference</i>	10
2.07 <i>Initial Acceptance of Schedules</i>	10
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE.....	10
3.01 <i>Intent</i>	10
3.02 <i>Reference Standards</i>	10
3.03 <i>Reporting and Resolving Discrepancies</i>	10
3.04 <i>Amending and Supplementing Contract Documents</i>	11
3.05 <i>Reuse of Documents</i>	11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS.....	11
4.01 <i>Availability of Lands</i>	11
4.02 <i>Subsurface and Physical Conditions</i>	12
4.03 <i>Differing Subsurface or Physical Conditions</i>	12
4.04 <i>Underground Facilities</i>	13
4.05 <i>Reference Points</i>	13
4.06 <i>Hazardous Environmental Condition at Site</i>	14
ARTICLE 5 - BONDS AND INSURANCE.....	15
5.01 <i>Performance, Payment, and Other Bonds</i>	15
5.02 <i>Licensed Sureties and Insurers</i>	15
5.03 <i>Certificates of Insurance</i>	15
5.04 <i>CONTRACTOR's Liability Insurance</i>	15
5.05 <i>OWNER's Liability Insurance</i>	16
5.06 <i>Property Insurance</i>	16
5.07 <i>Waiver of Rights</i>	17
5.08 <i>Receipt and Application of Insurance Proceeds</i>	18
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i>	18
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i>	18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES	18
6.01 <i>Supervision and Superintendence</i>	18
6.02 <i>Labor; Working Hours</i>	19
6.03 <i>Services, Materials, and Equipment</i>	19
6.04 <i>Progress Schedule</i>	19
6.05 <i>Substitutes and "Or-Equals"</i>	19
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i>	21

6.07 Patent Fees and Royalties	21
6.08 Permits	22
6.09 Laws and Regulations	22
6.10 Taxes	22
6.11 Use of Site and Other Areas	22
6.12 Record Documents	22
6.13 Safety and Protection	23
6.14 Safety Representative	23
6.15 Hazard Communication Programs	23
6.16 Emergencies	23
6.17 Shop Drawings and Samples	24
6.18 Continuing the Work	25
6.19 CONTRACTOR's General Warranty and Guarantee	25
6.20 Indemnification	25
ARTICLE 7 - OTHER WORK	26
7.01 Related Work at Site	26
7.02 Coordination	26
ARTICLE 8 - OWNER'S RESPONSIBILITIES	27
8.01 Communications to Contractor	27
8.02 Replacement of ENGINEER	27
8.03 Furnish Data	27
8.04 Pay Promptly When Due	27
8.05 Lands and Easements; Reports and Tests	27
8.06 Insurance	27
8.07 Change Orders	27
8.08 Inspections, Tests, and Approvals	27
8.09 Limitations on OWNER's Responsibilities	27
8.10 Undisclosed Hazardous Environmental Condition	27
8.11 Evidence of Financial Arrangements	27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION	27
9.01 OWNER'S Representative	27
9.02 Visits to Site	28
9.03 Project Representative	28
9.04 Clarifications and Interpretations	28
9.05 Authorized Variations in Work	28
9.06 Rejecting Defective Work	29
9.07 Shop Drawings, Change Orders and Payments	29
9.08 Determinations for Unit Price Work	28
9.09 Decisions on Requirements of Contract Documents and Acceptability of Work	28
9.10 Limitations on ENGINEER's Authority and Responsibilities	28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS	29
10.01 Authorized Changes in the Work	29
10.02 Unauthorized Changes in the Work	29
10.03 Execution of Change Orders	30
10.04 Notification to Surety	30
10.05 Claims and Disputes	30
ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK	30
11.01 Cost of the Work	30

11.02 <i>Cash Allowances</i>	32
11.03 <i>Unit Price Work</i>	33
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES.....	33
12.01 <i>Change of Contract Price</i>	33
12.02 <i>Change of Contract Times</i>	34
12.03 <i>Delays Beyond CONTRACTOR's Control</i>	34
12.04 <i>Delays Within CONTRACTOR's Control</i>	34
12.05 <i>Delays Beyond OWNER's and CONTRACTOR'S Control</i>	34
12.06 <i>Delay Damages</i>	34
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....	34
13.01 <i>Notice of Defects</i>	34
13.02 <i>Access to Work</i>	34
13.03 <i>Tests and Inspections</i>	35
13.04 <i>Uncovering Work</i>	35
13.05 <i>OWNER May Stop the Work</i>	35
13.06 <i>Correction or Removal of Defective Work</i>	36
13.07 <i>Correction Period</i>	36
13.08 <i>Acceptance of Defective Work</i>	36
13.09 <i>OWNER May Correct Defective Work</i>	36
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION	37
14.01 <i>Schedule of Values</i>	37
14.02 <i>Progress Payments</i>	37
14.03 <i>CONTRACTOR's Warranty of Title</i>	38
14.04 <i>Substantial Completion</i>	39
14.05 <i>Partial Utilization</i>	39
14.06 <i>Final Inspection</i>	39
14.07 <i>Final Payment</i>	40
14.08 <i>Final Completion Delayed</i>	40
14.09 <i>Waiver of Claims</i>	41
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION.....	41
15.01 <i>OWNER May Suspend Work</i>	41
15.02 <i>OWNER May Terminate for Cause</i>	41
15.03 <i>OWNER May Terminate For Convenience</i>	41
15.04 <i>CONTRACTOR May Stop Work or Terminate</i>	42
ARTICLE 16 - DISPUTE RESOLUTION	42
16.01 <i>Methods and Procedures</i>	42
ARTICLE 17 - MISCELLANEOUS.....	43
17.01 <i>Giving Notice</i>	43
17.02 <i>Computation of Times</i>	43
17.03 <i>Cumulative Remedies</i>	43
17.04 <i>Survival of Obligations</i>	43
17.05 <i>Controlling Law</i>	43

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 adaptation 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 Compa-

nies" 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 CONTRAC-

TOR 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 of 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, expeditors, 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 progress 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 Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion,

ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other

indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon

seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A: This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirety and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC-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 ENGINEERS recommendation, the amount recommended will (subject to provisions of paragraph 14.02.D) become due, and when due will be paid by the OWNER to CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

General Notes

GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT No. 1 AND HIDALGO COUNTY IRRIGATION DISTRICT No. 2.
2. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT RICHARD GARCIA WITH NORTH ALAMO WATER SUPPLY CORP. 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 383-1618 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. BERT WESSLING WITH HIDALGO COUNTY IRRIGATION DISTRICT No. 2, 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 787-1422 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1-800-DIG-TESS).
5. THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.
6. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.
7. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE CORRESPONDING UTILITY CORPORATION IN REGARDS TO THE RELOCATION OF ANY CONFLICTING UTILITIES.
8. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE EASEMENTS AND RIGHT OF WAY, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
9. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

General Notes:

Hidalgo County Pct. 1

Sioux Road Paving & Drainage Improvements Project

(from Tower Road to Val Verde Road)

10. THE CONTRACTOR SHALL AT ALL TIME PROVIDE ACCESS TO EXISTING RESIDENCES.
11. THE CONTRACTOR IS TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHT-OF-WAYS OF THE CITY, COUNTY OR STATE.
12. NO OPEN EXCAVATION SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED, AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING; ¾ PLYWOOD, WOOD PLANKING WITH O.S.H.A. ORANGE PLASTIC EXPANDED MESH BARRIER AROUND PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.
13. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.
14. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN, CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.
15. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED. THE CONTRACTOR SHALL RESTORE RELOCATED OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION. SAID RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
16. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT

General Notes:

Hidalgo County Pct. 1

Sioux Road Paving & Drainage Improvements Project

(from Tower Road to Val Verde Road)

TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).

17. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESSES IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT. CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO SAID SERVICES.
18. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE OF PROPOSED FACILITIES AT ALL TIMES DURING CONSTRUCTION.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AREA BETWEEN THE BACK OF CURB/EDGE OF PAVEMENT, ROAD SIDE DITCH AND RIGHT-OF-WAY TO HAVE POSITIVE FLOW TO THE PROPOSED DRAINAGE SYSTEM.
21. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.
22. COUNTY WILL PROVIDE CALICHE MATERIAL AND CONTROL POINTS (BENCHMARK AND PROPERTY CORNERS) FOR THE WORK TO BE PERFORMED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING, INCLUDING BUT NOT LIMITED TO HORIZONTAL & VERTICAL GRADE CUTS FOR CURB & GUTTER AND ROADWAY. BASE AND SUB GRADE SHALL HAVE A MINIMUM CROSS SLOPE OF 3.0%.
23. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, UTILITY, IRRIGATION AND ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE, UTILITY AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
24. PAVEMENT SURFACE PREPARATION FOR MARKINGS AND MARKERS WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT

General Notes:

Hidalgo County Pct. 1

**Sioux Road Paving & Drainage Improvements Project
(from Tower Road to Val Verde Road)**

COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.

25. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND SUBMITTAL OF THE TRENCH EXCAVATION PROTECTION PLAN. CONTRACTOR SHALL SUBMIT CONSTRUCTION DETAILS AND DESIGN CALCULATIONS BEARING THE SEAL OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS BEFORE CONSTRUCTING THE SHORING AND/OR UTILIZING A TRENCH PROTECTION SYSTEM (BOX). THE ENGINEER RESERVES THE RIGHT TO REJECT DESIGNS NOT MEETING THE REQUIREMENTS OF SECTION ITEM 402 AND 403.
26. EXISTING ROAD SECTION TO BE EXCAVATED AND STOCKPILED. THE PRODUCT OF THE CRUSHED ASPHALT PAVEMENT (MAX 2" PIECES IN SIZE) AND SALVAGE CALICHE SHALL BE TREATED WITH TWO (2) PERCENT LIME BY DRY WEIGHT OF SALVAGE MATERIAL. TREATED SALVAGE MATERIAL SHALL BE USED IN THE BOTTOM HALF OF THE PROPOSED ROAD. 8 IN. BASE SHALL HAVE A MINIMUM OF 4 IN. NEW CALICHE AT THE TOP; THE REMAINING BOTTOM HALF SHALL BE ENTIRELY TREATED SALVAGE MATERIAL OR A COMBINATION OF TREATED SALVAGE MATERIAL AND NEW CALICHE. THE BASE SECTION SHALL BE COMPACTED TO 98% STANDARD PROCTOR DENSITY. IF APPLICABLE, ANY EXCESS SALVAGE MATERIAL CAN BE TREATED AND USED AS SUB-GRADE TO ATTAIN THE PROPOSED CROSS SECTION OF THE ROAD. THE SUB-GRADE OF THE PROPOSED ROAD WILL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY AND GRADED TO THE CROSS-SLOPE AS PER THE PROPOSED ROAD CROSS-SECTION DETAILS. THE EXCAVATION, COMPACTION AND GRADING FOR THE DIFFERENCE BETWEEN THE PROPOSED AND EXISTING ROAD SECTIONS SHALL BE SUBSIDIARY TO THE UNIT BID PRICES FOR THE EXCAVATION, STOCKPILING AND WORKING OF THE EXISTING ROAD SECTION (SEE CORE REPORT FOR THE THICKNESS OF THE EXISTING PAVEMENT SECTION).
27. NEW CALICHE MATERIAL SHALL BE TREATED WITH 0.5% LIME BY DRY WEIGHT OF MATERIAL IF THE PLASTICITY INDEX OF SAID MATERIAL IS GREATER THAN 12. THE GRADATION SHALL BE ARGILLACEOUS LIMESTONE, CALCAREOUS OR CALCAREOUS CLAY PARTICLES, WITH OR WITHOUT STONE CONGLOMERATE GRAVEL, SAND OR GRANULAR MATERIAL:

TYPE D GRADE 6

Sieve No.	Percent Retained
2	0
½	20-60
4	40-75
40	75-85

General Notes:

Hidalgo County Pct. 1

Sioux Road Paving & Drainage Improvements Project

(from Tower Road to Val Verde Road)

28. ALL DEBRIS, VEGETATION AND SURPLUS MATERIAL, EXCEPT ROADWAY SECTION, RESULTING FROM DEMOLITION AND/OR CLEARING OF THE RIGHT-OF-WAY AND PROJECT LOCATION, IN PREPARATION OF PROPOSED IMPROVEMENTS, SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT NO 1. THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY PRECINCT NO 1. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT OWN COST.
29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT/RELOCATION OF ALL REGULATORY SIGNS REMOVED DUE TO CONSTRUCTION OPERATIONS WITH THE SAME SIGN ON FIXED SUPPORT(S) IMMEDIATELY UPON ITS REMOVAL. APPROVAL BY THE ENGINEER IS NECESSARY BEFORE REMOVING ANY REGULATORY ROADWAY SIGN(S). FLAGGERS ARE REQUIRED TO BE AVAILABLE TO DIRECT TRAFFIC DURING SIGN INTERMEDIATE DOWN TIME. RELOCATION OF ANY DIRECTIONAL SIGN ASSEMBLIES REMOVED DURING CONSTRUCTION OPERATIONS, IMMEDIATELY UPON THEIR REMOVAL, IS REQUIRED. ALL SIGNING, BARRICADING AND TRAFFIC CONTROL SHALL CONFORM TO THE LATEST VERSION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". IN NO CASE WILL A SIGN BE REMOVED WITHOUT A REPLACEMENT SIGN AND SUPPORT(S) BEING READILY AVAILABLE AND A LOCATION ESTABLISHED. REMOVAL AND RELOCATION OF THESE SIGNS WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSED.
30. PERMANENT PAVEMENT MARKINGS FOR THIS PROJECT SHALL BE 0.100 INCHES (100 MIL) THICK THERMOPLASTIC. ANY PERMANENT PAVEMENT MARKINGS OR NON-REMOVAL WORK ZONE PAVEMENT MARKINGS LACKING REFLECTIVITY IN ACCORDANCE WITH TEST METHOD TEX 828-B, WILL NOT BE PAID FOR AS PER COUNTY POLICY. THE ROADWAY WILL BE RE-STRIPED AT NO ADDITIONAL COMPENSATION.
31. THE BEADS USED ON THIS PROJECT SHALL MEET THE REQUIREMENTS OF TxDOT MATERIALS SPECIFICATION DMS-8290, GLASS TRAFFIC BEADS TEXAS TYPE II & III. USE A 50% TYPE II/ 50% TYPE III MIX UTILIZING A DOUBLE DROP SYSTEM WITH TYPE III BEADS DROPPED FIRST.

General Notes:

Hidalgo County Pct. 1

Sioux Road Paving & Drainage Improvements Project

(from Tower Road to Val Verde Road)

32. THE CONTRACTOR SHALL COORDINATE AN ONSITE MEETING BETWEEN ALL PARTIES INVOLVED, PRIOR TO COMMENCING ANY STRIPING OPERATION. SAID MEETING WILL BE REQUIRED TO REVIEW ANY REQUIREMENTS AND TO ENSURE QUALITY WORK.
33. THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN ON ALL STREET AND ROAD CROSSINGS FOR APPROVAL BY HIDALGO COUNTY PRECINCT No. 1 AND PROJECT ENGINEER PRIOR TO COMMENCEMENT OF WORK. ALL CONSTRUCTION OPERATIONS SHALL BE CONDUCTED TO PROVIDE THE LEAST POSSIBLE INTERFERENCE TO TRAFFIC AS PROVIDED FOR IN THE SPECIFICATIONS, T&DOT STANDARDS, TEXAS M.U.T.C.D. AND/OR AS DIRECTED. THE CONTRACTOR SHALL INSTALL THE APPROPRIATE ALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE CURRENT EDITION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL EXISTING WATER VALVES AND MANHOLES TO MATCH PROPOSED FINISH GRADE OF ROADWAY. CONCRETE APRONS SHALL BE INSTALLED TO MATCH TOPS WITH PAVEMENT GRADE. THIS WORK SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED OTHERWISE.
35. THE CONTRACTOR SHALL INSURE A 6 IN. MINIMUM COVER FOR CULVERTS. THE RELAYING OF PIPE CULVERTS SHALL BE CONSIDERED SUBSIDIARY TO THE UNIT BID PRICES FOR ROADSIDE DITCH GRADING OF THE PROJECT.
36. THE CONTRACTOR SHALL RELOCATE OR RECONSTRUCT ALL MAIL BOXES TO BE 1' BEHIND BACK OF CURB OR 3' BEHIND EDGE OF PAVEMENT. MAIL BOXES SHALL BE REPLACED TO THE SAME EXISTING CONDITIONS OR BETTER. SAID RELOCATION OF MAIL BOXES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
37. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPROVING ALL EXISTING DRIVEWAYS AS PER PROPOSED CONDITIONS STATED IN THE DRIVEWAY LAYOUT.

General Notes:

Hidalgo County Pct. 1

Sioux Road Paving & Drainage Improvements Project

(from Tower Road to Val Verde Road)

Technical Specifications

TECHNICAL SPECIFICATIONS

ABBREVIATIONS AND DEFINITIONS.....	SECTION 00101
PRELIMINARY MATTERS.....	SECTION 00102
TESTING LABORATORY SERVICES.....	SECTION 00104
AVAILABILITY OF LANDS, PHYSICAL CONDITIONS & REFERENCE POINTS.....	SECTION 00105
SUSPENSION OF WORK AND TERMINATION.....	SECTION 00106
WORK BY OTHERS.....	SECTION 00107
CONTRACTOR'S RESPONSIBILITIES.....	SECTION 00108
SOILS AND SUBSURFACE INVESTIGATION.....	SECTION 00113
PREPARATION OF RIGHT OF WAY.....	SECTION 02101
CLEARING & GRUBBING.....	SECTION 02102
SUBGRADE PREPARATION.....	SECTION 02210
TRENCH EXCAVATION, BACKFILL & COMPACTION.....	SECTION 02221
UNCLASSIFIED STREET EXCAVATION.....	SECTION 02225
EXCAVATION.....	SECTION 02230
BORROW.....	SECTION 02234
EMBANKMENT.....	SECTION 02236
REMOVAL OF CONCRETE.....	SECTION 02238
LIME STABILIZATION.....	SECTION 02240
WATER VALVES.....	SECTION 02558
STORM SEWER.....	SECTION 02571
MANHOLES.....	SECTION 02575
STORM SEWER APPURTENANCES.....	SECTION 02580
FLEXIBLE BASE.....	SECTION 02601

PRIME COAT.....	SECTION 02610
HOT MIX ASPHALT CONCRETE PAVEMENT	SECTION 02612
FLAT WHEEL ROLLING.....	SECTION 02780
PNEUMATIC TIRE ROLLING	SECTION 02782
TAMPING ROLLING	SECTION 02784
PROOF ROLLING.....	SECTION 02786
HIGH PERFORMANCE (HP) POLYPROPYLENE STORM PIPE.....	SECTION 02790
CAST IN PLACE CONCRETE	SECTION 03300
CONCRETE ADMIXTURES.....	SECTION 03320
REINFORCING STEEL.....	SECTION 03330
ROCK RIPRAP	SECTION 03335
DRIVEWAY REPAIRS	SECTION 03336
CONSTRUCTION TRAFFIC CONTROL.....	SECTION 09100
GEOGRID REINFORCEMENT SPECIFICATION.....	SECTION 30040
SEEDING FOR EROSION CONTROL	ITEM 164
EXCAVATION BACKFILL FOR STRUCTURES	SECTION ITEM 400
TRENCH PROTECTION SYSTEM	SECTION ITEM 402
TEMPORARY SPECIAL SHORING.....	SECTION ITEM 403
CONCRETE STRUCTURES.....	SECTION ITEM 420
PORTLAND CEMENT CONCRETE	SECTION ITEM 421
REINFORCED CONCRETE PIPE	SECTION ITEM 464
TEMPORARY EROSION, SEDIMENTATION & ENVIRONMENTAL CONTROLS...	SECTION ITEM 506

SECTION 00101

ABBREVIATIONS AND DEFINITIONS

PART 1 - ABBREVIATIONS

1.01 Wherever the following abbreviations or symbols are used, they are to be construed the same as the respective expressions represented:

AASHTO American Association of State Highway and Transportation Officials

AB	Aggregate Base
AC	Asphalt Concrete
ACB	Asphalt Concrete Institute
ACI	American Concrete Institute
ACP	Asbestos Cement Pipe
ACPA	American Concrete Pipe Association
AD	Assessment District
AGC	Associated General Contractors of America, Inc.
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
APWA	American Public Work Association
AREA	American Railway Engineers Association
ASME	American Society of Mechanical Engineers
ASCE	American Society of Civil Engineers
Asph	Asphalt
ASTM	American Society for Testing and Materials
AWG	American Wire Gage (Nonferrous Wire)
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BC	Beginning of Curb or Back of Curb
BCR	Beginning of Curve Return or Back of Curb Radius
BM	Bench Mark
BWG	Birmingham Wire Gage (Iron and Steel Wire)
CB	Catch Basin
C.C. or C/C	Center to Center
Cem.	Cement
CF	Curb Face
CI	Cast Iron
CIP	Cast-Iron Pipe
CIPP	Cast-in-Place Pipe
C.L. or CL	Center Line
CMP	Corrugated Metal Pipe
CMPA	Corrugated Metal Pipe Arch
CO	Clean Out
Col	Column

Conc.....	Concrete
Const.....	Construct
DF.....	Douglas Fir
DG.....	Decomposed Granite
DMH.....	Drop Manhole
D/W.....	Driveway
EC.....	End of Curve
EL. or Elev.....	Elevation
Ex. or Exist.....	Existing
F & C.....	Frame and Cover
FH.....	Fire Hydrant
FL.....	Flow Line
Fl. El.....	Floor Elevation
FS.....	Federal Specification of Finished Surface
FHWA.....	Federal Highway Administration, Department of Transportation
Galv.....	Galvanized
GL.....	Ground Line
Gr.....	Grade
H.....	Height or High
HC.....	House Connection Sewer
Hor.....	Horizontal
ID.....	Inside Diameter
Inv.....	Invert
IP.....	Iron Pipe
ITE.....	Institute of Transportation Engineers
Lin.....	Liner
LL.....	Liquid Limit
Long.....	Longitudinal
Max.....	Maximum
MH.....	Manhole
M.....	Thousand
m.....	meter or middle
Min.....	Minutes or Minimum
Mon.....	Monolithic or Monument
MTD.....	Multiple Tile Duct
NEC.....	National Electrical Code
NEMA.....	National Electrical Manufacturers Association
NFPA.....	National Fire Protection Association
NGS.....	National Geodetic Survey
OC.....	On Center
OD.....	Outside Diameter
PC.....	Point of Curvature
PCC.....	Point of Compound Curve or Portland Cement Concrete
PI.....	Point of Intersection or Plasticity Index
PL.....	Property Line or Plastic Limit
PP.....	Power Pole
ppm.....	Parts per Million
PRC.....	Point of Reverse Curve
Prop.....	Proposed or Property
psf.....	Point of Tangency

psi	Pavement
PT	Polyvinylchloride Pipe
Q	Rate of Flow
R	Radius
RC	Reinforced Concrete
RCP	Reinforced Concrete Pipe
Rdwy	Roadway
Ret.Wall	Retaining Wall
RGRCP	Rubber Gasket-Reinforced Concrete Pipe
s.	Slope
SAE	Society of Automotive Engineer
San	Sanitary
SCCP	Steel Cylinder Concrete Pipe
SD	Storm Drain
Sdl	Saddle
Sect.	Section
Spec.	Specification
San. S	Sanitary Sewer
St.	Street
Sta.	Station
Std	Standard
T	Tangent Distance
TH	Test Hole
THM	Trap Manhole
UL	Underwriters' Laboratories, Inc.
USA	United States of America Standards Institute, Inc.
V	Velocity
VC	Vertical Curve
VCP	Vitrified Clay Pipe
VCPI	Vertical Curve Point of Intersection
Vert.	Vertical
W.I.	Wrought Iron

1.02 All abbreviations and symbols used on plans for structural steel construction shall conform to those given in the Steel Construction Manual of the American Institute of Steel Construction.

PART 2 - DEFINITIONS

2.01 Agreement-- The written agreement which constitutes a contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement.

2.02 Application for Payment-- The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by paragraph 14.1 and an affidavit of CONTRACTOR that progress payments theretofore received on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment.

2.03 Bid-- The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

- 2.04 Bidder**-- Any person, firm, or corporation submitting a Bid for the Work.
- 2.05 Bonds**-- bid, performance, and payment bonds and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.
- 2.06 Change Order**-- A written order to CONTRACTOR signed by COUNTY authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
- 2.07 CITY** -- A public body or authority or the contracting agency for whom the work is to be performed.
- 2.08 Contract Documents**-- The Agreement, Addenda (whether issued prior to the opening of Bids of the execution of the Agreement), Instructions to Bidders, CONTRACTOR's Bid, the Bonds, the Certificate of Insurance, the Notice of Award, Notice to Proceed, these COUNTY of McAllen Standard Specifications, Plans and Drawings, and all Modifications.
- 2.09 Contract Price**-- The total monies payable to CONTRACTOR under the Contract Documents.
- 2.10 Contract Time**-- The number of days stated in the Agreement for the completion of the Work, computed of the Work, computed as provided in paragraph 17.2.
- 2.11 Contracting Agency**-- (See COUNTY)
- 2.12 CONTRACTOR**-- The person, firm, or corporation with whom OWNER has executed the Agreement.
- 2.13 Day**-- A calendar day of twenty-four hours measured from midnight to the next midnight.
- 2.14 Drawings or Plans**-- The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.
- 2.15 ENGINEER**-- The OWNER'S employee or agent responsible for the engineering design and construction inspection and supervision, acting directly or through duly authorized representatives.
- 2.16 Field Order**-- A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or order minor changes in the Work in accordance with paragraph 10.2.
- 2.17 General Conditions** -- Conditions which apply to all projects and which can be modified by Special conditions.
- 2.18 General Provisions**-- A term having the same meaning as the term General Conditions.

2.19 Modification-- (a) A written amendment to the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by ENGINEER in accordance with paragraph 9.3, or (d) a written order for a minor change or alteration in the Work issued by ENGINEER pursuant to paragraph 10.2. A Modification may only be issued after execution of the Agreement.

2.20 Notice of Award-- The written notice by OWNER to the apparent successful Bidder stating that, upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

2.21 Notice to Proceed-- A written notice given by COUNTY to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

2.22 Project-- The entire construction to be performed as provided in the Contract Documents.

2.23 Reference Specifications, Test Methods, and Applicable Codes-- All standard specifications and test methods of any society, association, or organization herein referred to are hereby made a part of these Contract Documents the same as if written in full. (Any reference to a paragraph or subparagraph within a section shall include all general provisions of the section to which reference is made.) Reference to such standards refer to the latest published issues as of the date of publication issues as of the date of Invitation to Bid. Reference to local or state codes and laws shall mean the latest adopted and published codes as of the date of the Invitation to Bid.

2.24 Resident Project Representative-- The authorized representative of ENGINEER who is assigned to the Project site or any part thereof.

2.25 Service Connections-- Service Connections shall be construed to mean all or any portion of the pipe, conduit, cable, or duct which connects a utility main or distribution line to a building, home, residence, or property.

2.26 Shop Drawings-- All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work.

2.27 Special Conditions-- Conditions which are written for a specific project and which modify any section or paragraph of the General Conditions.

2.28 Specifications, also Technical Specifications-- Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work. When Section Items 400, 402, 403, 420, 421, 440, 462, 464 make reference to the following Item numbers 132, 360, 404, 420, 424, 426, 427, 431, 437, 438, 441, 446, 448, 50, 522, 524, 526, 575, the CONTRACTOR shall use Texas Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets and Bridges Latest Edition for Specifications of the aforementioned Item Numbers.

2.29 Subcontractor-- An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

2.30 Substantial Completion-- The date as certified by ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraph 14.13.

2.31 Supplementary Specifications-- which are written to modify any section or paragraph of the Technical Specifications of this document.

2.32 Utility--Overhead or underground wires, pipe lines, conduits, ducts, or structures, operated and maintained in or across a public right-of-way or easement or private easement.

A. Public Utility--Owned and operated by a municipality or another political subdivision of the State.

B. Private Utility--Owned and operated by a private company or corporation.

2.33 Work-- Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

***** END OF SECTION *****

SECTION 00102

PRELIMINARY MATTERS

PART 1 - EXECUTION OF AGREEMENT:

1.01 At least four (4) counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to COUNTY within fifteen days of the Notice of Award; and COUNTY will execute and deliver one counterpart to CONTRACTOR within ten days of receipt of the executed Agreement from CONTRACTOR. COUNTY will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. COUNTY, CONTRACTOR, and Project ENGINEER shall receive and execute counterpart of the Contract Documents and additional conformed copies as required.

PART 2 - DELIVERY OF BONDS

2.01 When he delivers the executed Agreements to COUNTY, CONTRACTOR shall also deliver to OWNER such Bonds as he may be required to furnish in accordance with the contract documents.

PART 3 - CONTRACT DOCUMENTS

3.01 COUNTY shall furnish to CONTRACTOR up to three (3) copies, unless otherwise provided in the Special Conditions, of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished upon request at the cost of reproduction.

PART 4 - CONTRACTOR'S ACKNOWLEDGMENT

4.01 CONTRACTOR represents that he has familiarized himself with and assumes full responsibility for having familiarized himself with the nature and extent of the CONTRACT DOCUMENTS, Work, locality, and will all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the Work and represents that he has correlated his study and observations with the requirement of the Contract Documents.

4.02 CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

PART 5 - COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

5.01 The Contract Time will commence to run on the thirteenth day after the day on which the executed Agreement is delivered by COUNTY to CONTRACTOR or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the nineteenth day after the day on which COUNTY delivers the executed Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within thirty days after the day on which COUNTY delivers the executed Agreement to CONTRACTOR.

PART 6 - PRE-COMMENCEMENT ACTIVITIES

6.01 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to ENGINEER for his failure to discover any conflict, error, or discrepancy in the Drawings of Specifications.

6.02 Within ten days after delivery of the executed Agreement by COUNTY to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a preliminary schedule of Shop Drawing submissions.

6.03 Before starting the work at the site, CONTRACTOR shall furnish ENGINEER certificates of insurance as required in the Contract Documents. Within twenty days after delivery of the executed Agreement by COUNTY to CONTRACTOR, but before starting the Work at the site, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be ENGINEER, Project Engineer, Project Inspector, CONTRACTOR and his Superintendent.

PART 7 - COMMENCEMENT

7.01 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract time commences to run.

***** END OF SECTION *****

SECTION 00104

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 The Contractor shall be responsible for providing materials which meet the requirements indicated. For manufactured materials such as reinforcing steel, expansion joint materials, concrete pipe, cement, miscellaneous steel, cast iron materials, etc., the CONTRACTOR will be required to furnish a manufacturer's certificate that the material meets the requirements specified for this project.

1.02 The COUNTY shall monitor all materials incorporated into the project and their placement by testing at the COUNTY's expense. The COUNTY does not guarantee the accuracy or validity of the data nor does the COUNTY assume any responsibility for the CONTRACTOR'S interpretation of the data. Materials or work which do not meet the specifications shall be removed or modified.

1.03 All retesting for work rejected on the basis of the initial test results will be at the expense of the CONTRACTOR and the extent of the retesting shall be determined by the ENGINEER. The ENGINEER may require additional testing for failing tests and may require two passing retests acceptance will be made by the COUNTY.

1.04 The testing laboratory will be designated by the ENGINEER and shall perform all work in a professional manner and conform to the requirement of ASTM E 329.

1.05 Inspection, sampling and testing requirements, where applicable, are set forth in, but not necessarily limited to, the following Sections:

Section XXX Earthwork - Excavating, Backfilling and Compacting:

Section	Compaction Control and Testing.
Section	Sub-grade and Base Construction.
Section	Street Surface Courses.
Section	Concrete and Structures.
Section	Underground Piped Utilities.
Section	Incidental Construction.
Section	Soil Treatment, Termite Control.
Section	Pile Driving, Load Tests.
Section	Metal Fastening: Welding and Bolting.
Section	Structural Metal Framing.

PART 2 - LABORATORY DUTIES AND LIMITS OF AUTHORITY

2.01 Cooperate with ENGINEER and CONTRACTOR: provide qualified personnel as required promptly on notice.

2.02 Acquaint ENGINEER'S personnel with testing procedures and with all special conditions encountered at the site.

2.03 Perform specified inspections sampling and testing of materials and construction methods:

- A. Comply with specified standards, ASTM and other recognized authorities.
- B. Ascertain compliance with contract requirements.

2.04 Promptly notify the ENGINEER of irregularities or deficiencies of work which are observed during performance of services.

2.05 Promptly submit 3 copies of reports of observations and tests to the ENGINEER including but not limited to:

2.06 Perform additional services ordered by the ENGINEER.

2.07 Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on contract requirements.
- B. Approve or accept any portion of work.
- C. Perform any duties of the CONTRACTOR.

PART 3 - CONTRACTOR'S RESPONSIBILITIES

3.01 Furnish product mix design together with the applicable design work sheets and data to meet or exceed contract requirements.

3.02 Cooperate with COUNTY's laboratory personnel, provide access to the work or to the manufacturer's operations.

3.03 Provide to laboratory preliminary representative samples of materials to be tested in specified quantities.

3.04 Furnish copies of mill test reports.

3.05 Furnish verification of compliance with contract requirements for materials and equipment.

3.06 Furnish casual labor and facilities:

- A. To provide access to work to be tested.
- B. To obtain and handle samples at site.
- C. To facilitate inspections and tests.
- D. For laboratory's exclusive use for storage and curing of test samples.

3.07 Notify ENGINEER 24 hours in advance of operations to allow for the assignment of personnel.

3.08 Notify laboratory 24 hours in advance of operations to allow for the assignment of personnel.

3.09 Correct work which is defective or which fails to conform to the Contract Documents. Corrective work shall not delay the project or the work of other CONTRACTORS.

3.10 Pay all costs of retesting when test results indicate non-compliance with contract requirements.

3.11 Patch all surfaces and areas disturbed by testing operation.

***** END OF SECTION *****

SECTION 00105

AVAILABILITY OF LAND, PHYSICAL CONDITIONS AND REFERENCE POINTS

PART 1 - AVAILABILITY OF LANDS

1.01 COUNTY shall furnish, as indicated in the Contract Documents and not later than the date when needed by CONTRACTOR, the lands upon which the Work is done, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR.

1.02 Easement for permanent structures or permanent changes in existing facilities will be obtained and paid for by COUNTY, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in COUNTY's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore in the Contract Documents.

1.03 CONTRACTOR shall provide for all additional lands and access thereto may be required for temporary construction facilities or storage of materials and equipment.

PART 2 - PHYSICAL CONDITIONS; SURVEYS AND REPORTS

2.01 The COUNTY will, upon request, furnish to the CONTRACTOR copies of all boundary surveys, subsurface tests, and other pertinent reports and material which are available in ENGINEER'S office.

2.02 CONTRACTOR shall promptly notify ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.

2.03 ENGINEER will promptly investigate those conditions and perform further surveys or subsurface tests deemed necessary. Promptly thereafter OWNER shall obtain the necessary additional surveys and tests and furnish copies to ENGINEER and CONTRACTOR.

2.04 If ENGINEER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

PART 3 - REFERENCE POINTS

3.01 ENGINEER shall provide engineering surveys for construction to establish reference points which, in his judgment, are necessary to enable CONTRACTOR to proceed with the Work.

3.02 CONTRACTOR shall be responsible for surveying and laying out the Work (unless otherwise provided in the Special Conditions) and shall protect and preserve the established reference point and shall make no changes or relocations without the prior written approval of ENGINEER. He shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

3.03 CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed or moved.

***** END OF SECTION *****

SECTION 00106

SUSPENSION OF WORK AND TERMINATION

PART 1 - COUNTY SUSPENSION OF WORK

1.01 ENGINEER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which shall fix the date on which work shall be resumed.

1.02 CONTRACTOR shall resume the work on the date so fixed.

1.03 CONTRACTOR will be allowed an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in Section 107 and the contract documents.

PART 2 - COUNTY TERMINATION OF WORK

2.01 If CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of ENGINEER, or if he otherwise violates any provision of the contract Documents, then ENGINEER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven day's written notice, terminate the services of CONTRACTOR and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR and finish the work by whatever method he may deem expedient.

2.02 In such case CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional service, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to COUNTY.

2.03 Such costs incurred by COUNTY shall be determined by ENGINEER and incorporated in a Change Order.

2.04 Where CONTRACTOR's services have been so terminated by ENGINEER, said terminations shall not affect any rights of COUNTY against CONTRACTOR then existing or which may thereafter accrue.

2.05 Any retention or payment of monies by COUNTY due CONTRACTOR will not release CONTRACTOR for liability.

2.06 Upon seven days written notice to CONTRACTOR, COUNTY may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit.

PART 3 - CONTRACTOR SUSPENSION OR TERMINATION OF WORK:

3.01 If, through no act or fault of CONTRACTOR, the work is suspended for a period of more than ninety days by COUNTY or under an order of court or other public authority, or ENGINEER fails to act on any application for payment within thirty days after it is submitted, or COUNTY fails to pay CONTRACTOR any sum approved by ENGINEER or awarded by arbitrators within thirty days written notice to ENGINEER, terminate the agreement and recover from COUNTY payment for all work executed and any expense sustained plus a reasonable profit.

3.02 In addition and in lieu of terminating the agreement, if ENGINEER has failed to act on an application for payment or COUNTY has failed to make any payment as aforesaid, CONTRACTOR may, upon seven days' notice to ENGINEER, stop the work until he has paid all amounts then due.

***** END OF SECTION *****

SECTION 00107

WORK BY OTHERS

PART 1 - GENERAL

1.01 COUNTY may perform additional work related to the Project by itself, or it may let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or COUNTY, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

1.02 If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or COUNTY,) CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

1.03 CONTRACTOR shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work with the written consent of ENGINEER and of the other contractors whose work will be affected.

1.04 If the performance of additional work by other contractors of COUNTY is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by COUNTY or others involves him an additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore.

1.05 Work by the CONTRACTOR and work by others should be coordinated and expedited by the COUNTY of his representative to prevent time delays and additional cost to the CONTRACTORS. Any extension of time and/or additional costs caused by other contractors or utility service companies may be claimed.

***** END OF SECTION *****

SECTION 00108

CONTRACTOR'S RESPONSIBILITIES

PART 1 - SUPERVISION AND SUPERINTENDENCE

1.01 CONTRACTOR shall supervise and direct the work efficiently and with is best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction; but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the contract documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the contract documents.

1.02 CONTRACTOR shall keep on the work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the ENGINEER (Written Notice Only, Not Consent) except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

PART 2 - LABOR, MATERIALS AND EQUIPMENT

2.01 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. He shall at all times maintain good discipline and order at the site.

2.02 CONTRACTOR shall furnish all material, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

2.03 All materials and equipment shall be new, except as otherwise provided in the contract documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.04 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the contract documents.

PART 3 - SUBCONTRACTORS

3.01 If the specifications, laws, ordinances, or applicable rules or regulations permit CONTRACTOR to furnish or use a substitute that is equal to any material or equipment specified, and if CONTRACTOR wishes to furnish or use a proposed substitute, he shall make written application to ENGINEER for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to the specified, and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use

in connection with the project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of ENGINEER, who will be the judge of equality and may require CONTRACTOR to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as ENGINEER may require which shall be furnished at CONTRACTOR's expense.

PART 4 - SUBCONTRACTORS

4.01 CONTRACTOR shall not employ and subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom COUNTY or ENGINEER may have reasonable objection. A subcontractor or other person or organization identified in writing to COUNTY and ENGINEER by CONTRACTOR prior to the notice of award and not objected to in writing by COUNTY or ENGINEER prior to the Notice of Award will be deemed acceptable to COUNTY and ENGINEER. Acceptance of any subcontractor, other person, or organization by COUNTY or ENGINEER shall not constitute a waiver of any right of COUNTY or ENGINEER to reject defective work or work not in conformance with the contract documents.

4.02 If COUNTY or ENGINEER, after due investigation, have reasonable objection to any subcontractor, other person, or organization proposed by CONTRACTOR after the notice of award, CONTRACTOR shall submit an acceptable substitute and the contract price shall be increased or decreased by the difference in cost occasioned by such substitution and on appropriate change order shall be issued. CONTRACTOR shall not be required to employ any subcontractor, other person, or organization against whom he has reasonable objection. CONTRACTOR shall not, without the consent of COUNTY and ENGINEER, make any substitution for any subcontractor, other person, organization who has been accepted by COUNTY and ENGINEER unless ENGINEER determines that there is good cause for doing so.

4.03 CONTRACTOR shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the contract documents shall create any contractual relationship between COUNTY or ENGINEER and any subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of COUNTY or ENGINEER to pay or to see to the payment of any monies due any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done in accordance with the schedule of values.

4.04 The sections of the specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

4.05 CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the contract documents for the benefit of COUNTY.

PART 5 - PATENT FEES AND ROYALTIES

5.01 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to

the use in the performance of the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the contract documents for use in the performance of two work and if, to the actual knowledge of COUNTY or ENGINEER, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by COUNTY in the contract documents.

5.02 CONTRACTOR shall indemnify and hold harmless COUNTY and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the contract documents and shall defend all such claims in connection with any alleged infringement of such rights.

PART 6 - PERMITS

6.01 CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his bid. COUNTY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACT, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

PART 7 - LAWS, REGULATIONS AND ORDINANCE

7.01 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the specifications or drawings are at variance therewith, he shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If CONTRACTOR performs any work knowing it to be contrary to such law, ordinances, rules, and regulations and without such notice to ENGINEER, he shall bear all costs arising there from; however, it shall not be his primary responsibility to make certain that the specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

PART 8 - TAXES

8.01 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by him in accordance with the laws and ordinances.

PART 9 - USE OF PREMISES

9.01 CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the contract documents and shall not unreasonably encumber the premises with materials or equipment.

9.02 CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the work to stresses or pressures that will endanger it.

PART 10 - RECORD DRAWINGS

10.01 CONTRACTOR shall keep one record copy of all specifications, drawings, addenda, modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER and shall be delivered to him for COUNTY upon completion of the project.

PART 11 - SAFETY AND PROTECTION

11.01 CONTRACTOR shall be responsible for initiating maintaining, and supervising all safety precautions and programs in connection with work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons who may be affected thereby:
- B. All the work and materials or equipment to be incorporated there-in whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.02 The CONTRACTOR shall conduct his operations in a manner which will minimize interference with the normal use of property adjacent to the construction work and shall give owners of such property at least 24 hours notice of the commencement of work in the area abutting their property. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities at least 48 hours in advance when prospection of the work may effect them. All damage, injury, or loss to any property referred to above caused, directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR, except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of CONTRACTOR.

11.03 CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and ENGINEER has issued a notice to CONTRACTOR that work is acceptable.

11.04 CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.

PART 12 - EMERGENCIES

12.01 In emergencies affecting the safety of persons or the work or property at the site or

adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby; and a change order shall thereupon be issued covering the changes and deviations involved.

12.02 If CONTRACTOR believes that additional work done by him in any emergency which arose from causes beyond his control entitles him to an increase in the contract price or an extension of the contract time, he may make a claim there for.

PART 13 - SHOP DRAWINGS AND SAMPLES

13.01 After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of shop drawing submissions, five copies (or, to ENGINEER's option, one reproducible copy) of all shop drawings which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The date shown on the shop drawing will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable ENGINEER to review the information as required.

13.02 CONTRACTOR shall also submit to ENGINEER for approval, with such promptness as to cause no delay in work, all samples required by the contract documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.

13.03 At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the shop drawings or sample may have from the requirements of the contract documents.

13.04 ENGINEER will review and approve with reasonable promptness shop drawings and samples, but his review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of shop drawings and resubmit new samples until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called by the ENGINEER on previous submissions. CONTRACTOR's stamp of approval on any shop drawing or sample shall constitute a representation to ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so and that he has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

13.05 Where a shop drawing or sample submission is required by the specifications, no related work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved shop drawing and each approved sample shall be kept in a good order by CONTRACTOR at the site and shall be available to ENGINEER.

13.06 ENGINEER approval of shop drawings or samples shall not relieve CONTRACTOR from

his responsibility for any deviations from the requirements of the contract documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings.

PART 14- CLEANING

14.01 CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to their original condition those portions of the site not designated for alterations by the contract documents, unless the completion of the work is directly affected by the item in dispute.

PART 15 - INDEMNIFICATION

15.01 CONTRACTOR shall indemnify and hold harmless COUNTY and ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work by the CONTRACTOR, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there-from and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

15.02 In any and all claims against COUNTY or ENGINEER or any of their agents or employees by copy any employees of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 15.01 shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

15.03 The obligations of CONTRACTOR under paragraph 15.01 shall not extend to the liability of ENGINEER, his agents, or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys change orders, designs, or specifications or (b) the giving of or giving or failure to give is the primary cause of injury or damage.

***** END OF SECTION *****

SECTION 00113

SOILS AND SUBSURFACE INVESTIGATION

PART 1 - GENERAL

- 1.01** Depending on the project requirements, the ENGINEER may have obtained geotechnical information, which may include subsurface data, logs of soil borings and recommendations from geotechnical consultants.
- 1.02** Any information obtained is solely for use by the ENGINEER in the design of the project and are not part of the contract. If soil borings have been prepared they will be included in the section or on the plans.
- 1.03** Any geotechnical information included is for information only. The COUNTY and the ENGINEER do not guarantee the accuracy or validity of the data, nor do they assume any responsibility for the CONTRACTOR'S interpretation or conclusions drawn from the data.
- 1.04** The CONTRACTOR may, at his option, perform additional subsurface investigations at his own expense.

*****END OF SECTION*****

SECTION 02101

PREPARATION OF RIGHT-OF-WAY

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. Removal and disposal of all obstructions from the right-of-way and from designated easements, as noted in the plans.
- B. Obstructions shall include:
 - 1. Remains of houses not completely removed by others.
 - 2. Concrete, foundations, floorslabs curb and gutter, driveways, and sidewalk.
 - 3. Building materials such as brick, lumber and plaster.
 - 4. Water wells, septic tanks, manholes, inlets , utility pipes and conduits.
 - 5. Underground service station tanks, equipment or other foundations.
 - 6. Fencing and retaining walls.
 - 7. Paved parking areas.
 - 8. Abandoned railroad tracks, ties, and scrap iron.
 - 9. Ancillary structures such as shacks and outhouses.
 - 10. Trees, stumps, bushes, shrubs, roots, limbs and logs.
 - 11. All rubbish and debris whether above or below ground.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.01 GENERAL

- A. Clear entire project right-of-way and such other areas, including public or corporate lands, specified in the plans of all structures and obstructions.
- B. Trim carefully all trees and shrubs designated for preservation and protect from scarring or other injuries during construction operation.
- C. Removal of all foundations and underground obstructions, unless otherwise specified, shall be removed to the following depths:
 - 1. In embankment areas, two (2) feet below natural ground.
 - 2. In excavation areas, two (2) feet below the lower elevation of excavation.
 - 3. In all other areas, one (1) foot below natural grade.

- D. Backfill all holes, as directed by the ENGINEER, resulting from all removals.
- E. Complete the preparation of right-of-way such that prepared right-of-way is free of holes, ditches and other abrupt changes in elevations and irregularities to contours.
- F. Plug the remaining ends of all abandoned storm sewers, culverts, sanitary sewers, conduits and utility pipes with concrete, as specified by the ENGINEER, to form a tight closure.
- G. On existing concrete where only a portion is to be removed, care shall be exercised to avoid damage to remaining concrete. Where concrete reinforcement is encountered in removed portions, a minimum of one (1) foot of such reinforcement shall be cleaned of old concrete and left in place to tie into new construction. Concrete to be preserved, but subsequently destroyed by the CONTRACTOR'S operations, shall be replaced by the CONTRACTOR'S operations, shall be replaced by the CONTRACTOR at his expense in accordance with County Specifications, or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PREPARATION OF RIGHT-OF-WAY

- A. Preparation of right-of-way shall be measured on a lump-sum basis with measurement for payment made only on areas indicated and classified on the plans as preparation of right-of-way.
- B. When not listed as a separate contract pay item, preparation of right-of-way shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.
- C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*****END OF SECTION*****

SECTION 02102

CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. Clearing and grubbing on project site of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter within limits described in specifications or as shown on plans.
- B. Clearing and grubbing shall be in advance of grading operation except that in cuts over 3 feet in depth, grubbing may be done simultaneously with excavation, provided objectionable matter is removed as specified.
- C. Disposal of all debris resulting from clearing and grubbing work.

1.02 PROTECTION OF ADJACENT WORK:

- A. Protect all areas outside indicated construction areas.
- B. Protect existing improvements, adjacent property, utilities and other facilities, and trees and plants not to be removed from injury or damage.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.01 CLEARING:

- A. Clear all areas covered by dikes, roads, structures and embankments within project limits unless otherwise shown in plans.
- B. Remove all saplings, brush, down-timber and debris unless shown or directed otherwise.
- C. Use tree wound paint to treat scars, gashes or limb stubs on trees not removed.

3.02 GRUBBING:

- A. Trees, stumps, root systems, rocks and other obstructions shall be removed to the depths shown when they fall within the construction templates for the following items:
- | | |
|--|-------------------------------|
| 1. Footings | 18" below bottom of footing |
| 2. Sidewalks (or other types of walks) | 12" below bottom of walk |
| 3. Roadways or Streets | 18" below bottom of sub-grade |
| 4. Parking Areas | 18" below bottom of sub-grade |
| 5. Grassed Areas | 18" below top soil |
| 6. Fills | 24" below bottom of fill |
- B. Blasting not permitted.

3.03 REMOVAL OF DEBRIS AND CLEANUP:

- A. Burn as permitted by regulating agencies or the ENGINEER as work progresses.
- B. Unguarded fires will not be permitted.
- C. Permits will be obtained, where required, for necessary burning or disposal sites.
- D. Dispose of all waste materials not burned by removal from site.
- E. Materials cleared and grubbed shall be the property of the CONTRACTOR and shall be his responsibility for disposal.

PART 4 - MEASUREMENT AND PAYMENT

4.01 CLEARING AND GRUBBING:

- A. Clearing and Grubbing shall be measured for payment either in acres or by lump sum only for areas indicated on the plans, or as provided in the proposal and contract.
- B. When not listed as a separate contract pay item, Clearing and Grubbing shall be considered as incidental work, and the cost thereof shall be included in such contract pay items as are provided in the proposal contract.
- C. Compensation, whether by contract pay items or incidental work will be furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*****END OF SECTION*****

SECTION 02210

SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. This work shall consist of scarifying, blading and rolling the sub-grade to obtain a uniform texture and provide as nearly as practical a uniform density for the 6-inches of the sub-grade.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

- A. All preparing of the right-of-way and/or clearing and grubbing shall be complete before starting the sub-grade preparation.
- B. The sub-grade shall be scarified and shaped in conformity with the typical sections and the lines and grades indicated or as established by the ENGINEER by the removal of existing material or addition of approved material.
- C. All unsuitable material shall be removed and replaced with approved material.
- D. All foundations, walls or other objectionable material shall be removed to a minimum depth of 18-inches under all structures and 12-inches under areas to be vegetated. All holes, ruts and depressions shall be filled with approved material.
- E. The surface of the sub-grade shall be finished to the lines and grades as established and be in conformity with the typical sections indicated.
- F. Any deviation in excess of 1/2 inch cross section and in a length of 10 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and compacting by sprinkling and rolling.
- G. Sufficient sub-grade shall be prepared in advance to insure satisfactory prosecution of the work.
- H. The CONTRACTOR will be required to set blue tops for the sub-grade on centerline, at quarter points and curb lines or edge of pavement at intervals not exceeding 50 feet.
- I. All suitable material removed may be utilized in the sub-grade with the approval of the ENGINEER. All other material required for completion of the sub-grade shall also be subject to approval by the ENGINEER.

- J. Sub-grade materials on which structures shall be placed shall be compacted by approved mechanical tamping equipment to a dry density of the total material of not less than 95 percent nor more than 100 percent of the maximum dry density as determined in accordance with SDHPT test method tex-114-E.
- K. Sub-grade materials on which planting or turf will be established shall be compacted to a minimum of 85 percent of the maximum dry density as determined in accordance with SDHPT test method tex-114-E.
- L. Tests for density will be made as soon as possible after compacting operations are completed. If the material fails to meet the density specified, it shall be reworked as necessary to obtain the density required.
- M. Just prior to placing any base materials, density and moisture content of the top 6-inches of compacted sub-grade shall be checked and if tests show the density to be more than 2 percent below the specified minimum or the moisture content to be more than 3 percent above or below the optimum, the sub-grade shall be reworked as necessary to obtain the specified compaction and moisture content.
- N. When lime stabilization of the sub-grade is specified, the lime is to be added in accordance with Section 02240, Lime Stabilization.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

- A. All acceptable sub-grade preparation will be measured by the square yard.
- B. The measured area includes the entire width of the roadway for the entire length as indicated.

4.02 PAYMENT

- A. The accepted quantities of sub-grade preparation will be paid for at contract unit bid price per square yard.
- B. When not listed as a separate contract pay item, sub-grade preparation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item (s) as are provided in the proposal contract.
- C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

***** END OF SECTION *****

SECTION 02221

TRENCH EXCAVATION, BACKFILL AND COMPACTION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. Excavation, shoring, de-watering, pipe bedding, trench backfill, compaction, grading and cleanup of all pipeline trenching for the project.
- B. All work must be done in accordance with these specifications and the safety requirements of the State and OSHA Standards.

1.02 JOB CONDITIONS:

- A. Site Acceptance:
 - 1. Accept site in condition existing during Contract time frame.
 - 2. Ground water/surface water found during construction are conditions of the contract and responsibility of Contractor.
- B. Adverse Weather:
 - 1. Place no backfill that is excessively wet or frozen.
 - 2. Place no backfill in excessively wet or frozen trenches.

PART 2 - PRODUCTS

2.01 PIPE BEDDING AND BACKFILL:

- A. The type of bedding shall be stated on the Plans or in the Special Conditions of the contract document. Determination of source of materials for bedding and backfill to meet the stated conditions shall be responsibility of CONTRACTOR, but use of such materials shall be subject to approval of ENGINEER.
- B. Excavated Material Backfill:
Excavated material may be used in the trench backfill, provided that all hard rock and stones having any dimensions greater than 6 inches and frozen earth debris and roots larger than 2 inches are removed for the initial backfill.
- C. Select Backfill:
Select backfill shall be gravel, fine rock cuttings, sand, sandy loam or loam free from excessive clay. Rock cuttings shall have no dimension greater than 2 inches.
- D. Sand Backfill:
Sand backfill shall be clean, hard, durable, un-coated grains, free from lumps and organic material. All materials must pass a No. 8 Sieve.

- E. Granular Backfill:
Granular backfill shall be free flowing, such as sand or hydraulically graded shall be free from lumps, stones over 2 inches in diameter, clay and organic matter.
- F. Controlled Density Fill:
Use high slump mixture of portland cement, fly ash and fine aggregate formulated, licensed and marketed as K-Krete or equal. Provide mixture with minimum 28-day compressive strength of 70 psi with no measurable shrinkage or surface settlement.

2.02 CRADLING ROCK:

- A. Use crushed rock or stone with 70-100% passing 1 $\frac{1}{2}$ inch sieve and no more than 50% passing 1 inch sieve.

2.03 SHEETING, SHORING AND BRACING:

- A. Use sound timber or structural steel.
- B. Use shapes and sizes as required.

PART 3 - EXECUTION

3.01 GENERAL:

- A. Dewatering:
 - 1. Execute work "dry". No pipe or conduits shall be laid or concrete poured on excessively wet soil.
 - 2. Prevent surface water from flowing into excavation.
 - 3. Provide equipment for handling water encountered as required. Obtain approval of proposed method of dewatering.
 - 4. No sanitary sewer shall be used for disposal of trench water.
- B. Protection of Existing Utilities:
 - 1. Notify all utilities of location and schedule of work.
 - 2. Locations and elevations of utilities shown on plans are to be considered approximate only. Notify utility and ENGINEER of conflicts between existing and proposed facilities.
 - 3. Repair, relay or replace existing utilities damaged, destroyed or disrupted during work. Unless specified otherwise, replacement will be at the CONTRACTOR's expense.

C. Sheeting, Shoring and Bracing:

1. Provide as necessary, to hold walls of excavation, prevent damage to adjacent structures, and to protect workmen and property.
2. Leave sheeting and shoring in place where removal might cause damage to work or otherwise indicated on drawings.
3. When movable trench shield is used below spring line of pipe, it shall be lifted prior to any forward movement to avoid pipe displacement.

D. Changes in Grade:

1. Grades may be adjusted 1.5 feet (plus or minus) from plan grades to suit unforeseen construction conflicts or conditions with approval of ENGINEER.
2. No additional compensation will be made for such changes.

3.02 EXCAVATION AND TRENCHING:

A. General:

1. Method of excavation at CONTRACTOR's option.
2. Excavate by hand under tree roots 3 inches and larger, and under and around structures and utilities.
3. Stockpile and replace topsoil to a minimum of 8 inches for surface restoration in grassed or agricultural areas.

B. Trench Characteristics:

1. Depth: as indicated for pipe installation to lines and grades required with proper allowance for thickness of pipe and type of bedding specified or indicated.
2. Width:
 - a. Keep width of trench as narrow as possible and yet provide adequate room for backfilling and jointing.
 - b. Maximum width as follows:

Pipe Size Inches	Max. Trench Width
4 & 6	2' - 0"
8 & 10	2' - 4"
12	2' - 6"
15	2' - 9"
18	3' - 0"
Over 18	Pipe O.D. + 12"

3. Trench walls must be vertical below top of pipe and may be vertical or sloped above pipe to conform to excavating codes.
4. Provide bell holes for each pipe joint where pipe bears on undisturbed earth.
5. Trench bottom shall be free of large stones and other foreign material.

3.03 SOFT, SPONGY OR UNSTABLE MATERIALS:

- A. Stop work and notify ENGINEER.
- B. Perform remedial work as directed.
- C. If material is judged unsuitable and removal is authorized, remove and replace with trench stabilizing material as directed by ENGINEER.

3.04 ROCK EXCAVATION:

- A. Excavate any rock to maintain minimum 6-inch clearance around pipe.
- B. Dispose of rock material not suitable for backfill as directed by ENGINEER.
- C. Use of explosives not permitted without prior written authorization from OWNER and ENGINEER.
- D. Provide Special Hazard Insurance covering liability for blasting operations.

3.05 BEDDING:

- A. Place after bottom of trench has been excavated to proper depth and grade.
- B. Place, compact and shape bedding material to conform to barrel o pipe to insure continuous firm bedding for fill length of pipe.
- C. Provide bedding as described in following table unless indicated otherwise on Plans or in Special Conditions.

<u>Pipe Material</u>	<u>Minimum Bedding Class</u>
1. Vitrified Clay Pipe	Class C *
2. Non-reinforced Concrete Pipe	Class C *
3. Reinforced Concrete Pipe	Class D *
4. Ductile Iron Pipe	Class D *
5. Steel Cylinder	Class C *
6. Flexible or Composite Pipe	Class 1 **

* Refers to standard detail, "Pipe Envelope Requirements ",Dwg. D-01.

** Refers to standard detail, "Flexible Pipe Bedding Requirements", Dwg. D-02.

3.06 TRENCH BACKFILL

- A. Use excavated material backfill (2.01B) unless otherwise specified.
- B. Use Sand Backfill for all trenches within 5 feet of buildings and beneath walks, parking areas, paved streets or existing exposed utilities.
- C. Initial Backfill:
1. Place after pipe has been bedded and checked for alignment, grade and internal obstructions.
 2. Carry out in an orderly fashion after authorization to cover pipe has been given.
 3. Allow no more than 300 feet of trench to be open at one time.
 4. Do not backfill until concrete or mortar has sufficiently cured.
 5. Record location of connections and appurtenances before backfilling.
 6. Place by hand and hand tamp to not less than 12-inches above top of pipe, in approximately 4-inch layers.
 7. Backfill simultaneously on both sides of pipe to prevent displacement.
 8. Place cushion of 4 feet above pipe envelope before using heavy compacting equipment.
- D. Subsequent Backfill:
1. Place backfill into trench at an angle so that impact on installed pipe is minimized.
 2. Compaction of all backfill material shall be performed in a manner that shall not crack, crush, and/or cause the installed pipe to be moved from the established grade and/or alignment.
 3. Area under or within 5 feet of pavement; and under or within 2 feet of utilities, buildings, or walks shall be mechanically compacted to the top of the sub-grade in 6-inch lifts to a minimum of 95 percent Standard Proctor Density.
 4. Areas not subject to vehicular traffic shall be backfilled in layers not more than 10-inches in depth.
 5. Compaction method at discretion of CONTRACTOR with following exceptions:
 - a. If in OWNER's opinion compaction method presents potential damage to pipe, it will not be allowed.
 - b. Compaction of any backfill material by flooding or jetting will require prior written authorization of ENGINEER.
 6. Mound excavated materials no greater than 6 inches in open areas only.

7. Fill upper portion of trench with topsoil as specified hereinbefore.

E. Controlled Density Fill:

1. Use where shown on plans.
2. Provide suitable forms to limit volume of control density fill material.
3. Prevent flow of material into existing drain lines.
4. Protect exposed utility lines during placement.
5. Place material in accordance with suppliers' written recommendations unless directed otherwise by ENGINEER.

3.07 EXCESS MATERIAL:

A. Waste excess excavated material where directed by ENGINEER.

3.08 TESTING:

A. Unless specified elsewhere, testing will be responsibility of OWNER.

B. Standard Proctor Density:

1. ASTM D698.
2. One (1) required for each type of material encountered.

C. In Place Density:

1. ASTM D1556 (Sand Cone)
2. ASTM D2167 (Balloon)
3. ASTM D3017 (Nuclear)

D. One (1) test per each 400 cubic yards of backfill placed.

PART 4 - MEASUREMENT AND PAYMENT

4.01 TRENCH EXCAVATION:

A. Trench excavation shall be considered incidental to pipeline installation.

B. Payment shall be made at the contract unit price per cubic yard only if a bid item is established in the contract.

4.02 BACKFILL:

A. Payment for backfill shall be made at the contract unit price per cubic yard only if a separate bid item is established in the contract.

B. No allowance for waste shall be made.

- C. If ENGINEER orders an initial backfill material other than that specified in contract, it shall be paid for as an extra in price per cubic yard as compacted in place, EXCEPT if a higher class embedment is ordered by ENGINEER because the CONTRACTOR has over-excavated the trench width.
- D. If the CONTRACTOR over-excavates the trench width and the ENGINEER orders the next higher class of embedment to be used, the embedment for as if the original specified embedment was used.
- E. If the ENGINEER orders the excavated material to be removed and disposed of and replaced with another material and a separate bid item is not established as a bid item, the material shall be paid as an extra.
- F. If the CONTRACTOR fails to compact the backfill to the density requirements, the ENGINEER may order the material removed and replaced at no cost to the OWNER.
- G. The disposal of rejected material shall be at no cost to the OWNER.

***** END OF SECTION *****

SECTION 02225

UNCLASSIFIED STREET EXCAVATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. Perform all required excavation within the limits of right-of-way and adjacent thereto (except excavations specifically described and provided for elsewhere in the specifications).
- B. Remove, properly use, or dispose of all excavated materials.
- C. Shape and finish all earthwork in conformance with lines and grades as shown on the plans or as specified by the ENGINEER.
- D. Schedule work to avoid property owner inconvenience as practical during construction.
- E. Exercise care in operating applicable equipment beneath or adjacent to trees, sidewalks, poles, and other existing features to prevent damage.
- F. Restore obstructions removed to accommodate construction equipment or to facilitate excavation.

1.02 CLASSIFICATION:

- A. All street excavation shall be unclassified, regardless of material encountered.
- B. Any reference to rock or any other material on the plans, or in these specifications, is not to be construed as classification of the excavation.

PART 2 - PRODUCTS

2.01 SUBGRADE:

- A. Use on-site material moved from cut areas to fill areas as approved by ENGINEER.
- B. Use borrow materials from areas designated as needed.

2.02 DRAINAGE PROVISIONS:

- A. Interruptions of natural surface drainage, or flow of artificial drains shall be mitigated by the CONTRACTOR by use of temporary drainage facilities, as approved by the ENGINEER, to prevent damage to public or private interest.

- B. Restore original drainage as soon as the work shall permit.
- C. The CONTRACTOR shall be held liable for all damages which may result from neglect to provide for either natural or artificial drainage which his work may have interrupted.

PART 3 - EXECUTION

3.01 UNCLASSIFIED STREET EXCAVATION:

- A. Perform all excavation, embankment and grading required for pavement and/or curb and/or gutter as shown on plans.
- B. Move suitable excavated material to areas requiring fill and place in accordance with these specifications. Determination of suitable material will be made by ENGINEER. Haul unsuitable material to waste sites.
- C. Slope cut or fill sections uniformly from curb line to sidewalk or other controlling feature, as designated by ENGINEER. Smooth bank to provide a neat finished appearance.
- D. Remove and replace unstable soils encountered during grading operations with suitable material. Notify ENGINEER of suspected unsuitable material before commencing removal. Authorized replacement with select material will be paid for by change order.
- E. Replace gravel or rock driveway surfaces disturbed by grading with like material at no additional cost to OWNER.
- F. Strip, salvage and stockpile topsoil in sufficient quantity to allow a uniform 6-inch lift over all disturbed areas not otherwise surfaced. Topsoil is included in unclassified excavation.
- G. Removed existing culvert pipe where shown as part of incidental to unclassified excavation.

3.02 UNSTABLE OR UNSUITABLE SUBGRADE:

- A. Excavate unstable subgrade at least 2 feet below grade where directed by ENGINEER.
- B. Replace with suitable stable material approved by ENGINEER.
- C. Compact to uniform density in 6-inch lifts.
- D. Density of compacted subgrade to be equal to or greater than adjacent undisturbed grade.

- E. Payment will be as specified for unclassified excavation.
- F. Conduct operations in such a manner such that measurements may be taken before any backfill, as required above, is placed.

3.03 EXCESS OR UNSUITABLE EXCAVATION:

- A. Dispose of excavation in excess of that needed or unsuitable for construction. As directed by the ENGINEER, excess or unsuitable excavation may be used for widening of embankments, or flattening of slopes, or as otherwise specified.
- B. Obtain approval of the ENGINEER as to disposition and method for disposal of excess or unsuitable excavation.

3.04 GENERAL:

- A. Provide all labor, equipment and associated materials to excavate areas specified.

PART 4 - MEASUREMENT AND PAYMENT

4.01 UNCLASSIFIED STREET EXCAVATION:

- A. Unclassified street excavation, as authorized, shall be measured in its original position and the volume determined by the average end area method. All work performed shall be paid for at the contract bid price per cubic yard for unclassified street excavation.
- B. When not listed as a separate contract pay item, unclassified street excavation shall be considered as incidental work, and the cost thereof shall be included in such contract pay items as are provided in the proposal contract.
- C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required by the work, all in accordance with the plans and these specifications.

***** END OF SECTION *****

SECTION 02230

EXCAVATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

- A. This work shall consist of excavating and properly utilizing or otherwise satisfactorily disposing of all excavated materials, of whatever character, within the limits of work.
- B. Excavation shall also consist of constructing, compacting, shaping and finishing of all earthwork in designated areas on the plans, as specified herein, and in conformity with the required lines grades and typical cross sections or as directed by the ENGINEER.
- C. When not otherwise included, this item shall include the work described in Section 02101 - Preparation of Right-of Way, Section 02102 - Clearing and Grubbing, Section 02236 - Embankment, Section 02238 - Removal of Concrete, and Section 02210 - Sub-grade Preparation.

Introduction

The Occupational Safety and Health Administration (OSHA) issued its first Excavation and Trenching Standard Standard in 1971 to protect workers from excavation hazards. Since then, OSHA has amended the standard several times to increase worker protection and to reduce the frequency and severity of excavation accidents and injuries. Despite these efforts, excavation-related accidents resulting in injuries and fatalities continue to occur.

To better assist excavation firms and contractors, OSHA has completed updated the existing standard to simplify many of the existing provisions, add and clarify definitions, eliminate duplicate provisions and ambiguous language, and give employers added flexibility in providing protection for employees. The standard is effective as of March 5, 1990.

In addition, the standard provides several new appendices. One appendix provides a consistent method of soil classification. Others provide sloping and benching requirements pictorial examples of shoring and shielding devises, timber tables, hydraulic shoring tables, and selection charts that provide a graphic summary of the requirements contained in the standard.

This booklet highlights the requirements in the updated standard excavation and trenching operations, provides methods for protecting employees against cave-ins, and described safe work practices for employees.

Scope and Application

OSHA's revised rule applies to all open excavations in the earth's surface, which includes

trenches.

According to the OSHA construction safety and health standards, a trench is referred to as a narrow excavation made below the surface of the ground in which the depth is greater than the width-the width not exceeding 15 feet. An excavation is any man-made cut, cavity, trench, or depression in the earth's surface formed by earth removal. This can include excavations for anything from cellars to highways.

General Requirements

Planning for Safety

Many on-the-job accidents are a direct result of inadequate initial planning. Correcting mistakes in shoring and/or sloping after work has begun slows down the operation, adds to the cost, and increases the possibility of an excavation failure. The contractor should build safety into the pre-bid planning in the same way all other pre-bid factors are considered.

It is a good idea for contractors to develop safety checklists before preparing a bid, to make certain there is adequate information about the job site and all needed items are on hand.

These checklists should incorporate elements of the relevant OSHA standards as well as other information necessary for safe operations.

Before preparing a bid, these specific site conditions should be taken into account:

- Traffic,
- Nearness of structures and their conditions,
- Soil,
- Surface and ground water,
- The water table,
- Overhead and underground utilities and
- Weather.

These and other conditions can be determined by job site studies, observations, test borings for soil type or conditions, and consultations with local officials and utility companies.

Before any excavation actually begins, the standard requires the employer to determine the estimated location of utility installations-sewer, telephone, fuel, electric, water lines, or any other underground installations-that may be encountered during digging. Also, before starting the excavation, the contractor must contact the utility companies or owners include and inform them, within established or customary local response times, of the proposed work. The contractor must also ask the utility companies or owners to find the exact location of the underground installations. If they cannot respond within 24 hours (unless the period required by the state or local law is longer), or if they cannot find the exact location of the utility installations, the contractor may proceed with caution. To find the exact location of underground installations, workers must use safe and acceptable means. If underground installations are exposed, OSHA regulations also require that they be removed, protected or properly supported.

When all necessary specific information about the job site is assembled, the contractor is ready

to determine the amount, kind, and cost of safety equipment needed. A careful inventory of the safety items on hand should be made before deciding what additional safety material must be acquired. No matter how many trenching, shoring and backfilling jobs have been done in the past, each job should be approached with the utmost care and preparation.

Before Beginning the Job

It is important, before beginning the job, for the contractor to establish and maintain a safety and health program for the work site that provides adequate systematic policies, procedures, and practices to protect employees from, and allow them to recognize, job-related safety and health hazards.

An effective program includes provisions for the systematic identification, evaluation, and prevention or control of general workplace hazards, specific job hazards, and potential hazards that may arise from foreseeable conditions. The program may be written or verbal but it should reflect the unique characteristics of the job site.

To help contractors develop an effective safety and health program, in 1989 OSHA issued recommended guidelines for the effective management and protection of worker safety and health. The complete original text of the non-mandatory guidelines is found in the Federal Register (54 FR(18):3904-3916, January 26, 1989).

A copy of the guidelines can be obtained from the OSHA Publications Office, U.S. Department of Labor, 20 Constitution Avenue, N.W., Room N-3101, Washington, D.C. 20210, or from the nearest OSHA Regional Office listed in this booklet.

To be sure safety policies are implemented effectively, there must be cooperation among supervisors, employee groups, including union, and individual employees. Each supervisor must understand the degree of responsibility and authority he or she holds in a particular area. For effective labor support, affected unions should be notified of construction plans and asked to cooperate.

It is also important, before beginning work, for employers to provide employees who are exposed to public vehicular traffic with warning vests or other suitable garments marked with or made of reflectorized or high-visibility material and ensure that they wear them. Workers must also be instructed to remove or neutralize surface encumbrances that may create a hazard.

In addition, no employee should operate a piece of equipment, without first being properly trained to handle it and fully alerted to its potential hazards.

In the training and in the site safety and health program, it also is important to incorporate procedures for fast notification and investigation of accidents.

On-the-Job Evaluation

The Standard requires that a competent person inspect, on a daily basis, excavations and the adjacent areas for possible cave-ins, failures of protective systems and equipment, hazardous

atmospheres, or other hazardous conditions. If these conditions are encountered, exposed employees must be removed from the hazardous area until the necessary safety precautions have been taken. Inspections are also required after natural (e.g. heavy rains) or man-made events such as blasting that may increase the potential for hazards.

Larger and more complex operations should have a full-time safety official who makes recommendations to improve the implementation of the safety plan. In a smaller operation, the safety official may be part-time and usually will be a supervisor.

Supervisors are the contractor's representatives on the job. Supervisors should conduct inspections, investigate accidents, and anticipate hazards. They should ensure that employees receive on-the-job safety and health training. They should also review and strengthen overall safety and health precautions to guard against potential hazards, get the necessary worker cooperation in safety manners, and make frequent reports to the contractor.

It is important that managers and supervisors set the example for safety at the job site. It is essential that when visiting the job site, all managers, regardless of status, wear the prescribed protective equipment such as safety shoes, safety glasses, hard hats, and other necessary gear (see CFR 1926.100 and 102).

Employees must also take an active role in job safety. The contractor and supervisor should make certain that workers have been properly trained in the use and fit of the prescribed protective gear and equipment, that they are wearing and using the equipment correctly, and that they are using safe work practices.

Cave-Ins and Protective Support Systems

Support Systems

Excavation workers are exposed to many hazards, but the chief hazard is danger of cave-ins. OSHA requires that in all excavation employees exposed to potential cave-ins must be protected by sloping, or benching the sides of the excavation; supporting the sides of the excavation, or placing a shield between the side of the excavation and the work area.

Designing a protective system can be complex because of the number of factors involved-soil classification, depth of cut, water content of soil, changes due to weather and climate, or other operation in the vicinity. The standard, however, provides several different methods and approaches (four for sloping and four for shoring, including the use of shields)* for designing protective systems that can be used to provide the required level of protection against cave-ins.

One method of ensuring the safety and health of workers in an excavation is to slope the side to an angle not steeper than one and one-half horizontal to one vertical (34 degrees measured from the horizontal). These slopes must be excavated to form configurations that are in accordance with those for Type C soil found in Appendix B of the standard. A slope of this graduation or less is considered safe for any type soil (see Figure 1).

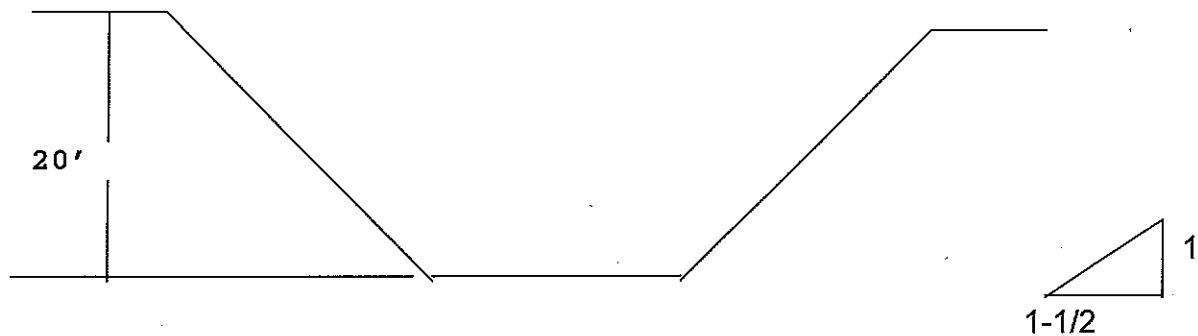


Figure 1. Excavations Made in Type C Soil

All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1 1/2:1.

*See Appendix F to the standard for a complete overview of all options.

A second design method, which can be applied for both sloping and shoring, involves using tabulated data, such as tables and charts, approved by a registered professional engineer. These data must be in writing and must include sufficient explanatory information to enable the user to make a selection, including the criteria for determining the selection and the limits on the use of the data.

At least one copy of the information, including the identity of the registered professional engineer who approved the data, must be kept at the worksite during construction of the protective system. Upon completion of the system, the data must be stored away from the job site, but a copy must be made available, upon request, to the Assistant Secretary of Labor for OSHA.

Contractors also may use a trench box or shield that is either designed or approved by a registered professional engineer or is based on tabulated data prepared or approved by a registered professional engineer. Timber, aluminum, or other suitable materials may also be used. OSHA standards permit the use of a trench shield (also known as a welder's hut) as long as the protection it provides is equal to or greater than the protection that would be provided by the appropriate shoring system (see Figure 2).

The employer is free to choose the most practical design approach for any particular circumstance. Once an approach has been selected, however, the required performance criteria must be met by that system.

The standard does not require the installation and use of a protective system when an excavation (1) is made entirely in stable rock, or (2) is less than 5 feet deep and a competent person has examined the ground and found no indication of a potential cave-in.

Safety Precautions

The standard requires the employer to provide support systems such as shoring, bracing, or

underpinning to ensure the stability of adjacent structures such as buildings, walls, sidewalks or pavements.

Figure 2. Trench Shields

The standard prohibits excavation below the level of the base or footing of any foundation or retaining wall unless (1) a support system such as underpinning is provided, (2) the excavation is in stable rock, or (3) a registered professional engineer determines that the structure is sufficiently removed from the excavation and that excavation will not pose a hazard to employees.

Excavations under sidewalks and pavements are also prohibited unless an appropriately designed support system is provided or another effective method is used.

Installation and Removal of Protective Systems

The standard requires the following procedures for the protection of employees when installing support systems:

- Securely connect members of support system,
- Safely install support systems,
- Never overload members of support systems, and
- Install other structural members to carry loads imposed on the support system when temporary removal of a individual members is necessary.

In addition, the standard permits excavation of 2 feet or less below the bottom of the members of a support or shield system of a trench if (1) the system is designed to resist the loads calculated for the full depth of the trench, and (2) there are no indications, while the trench is open, of a possible cave-in below the bottom of the support system. Also, the installation of support systems must be closely coordinated with the excavation of trenches.

As soon as work is completed, the excavation should be back-filled as the protective system is designated. After the excavation has been cleared, workers should slowly remove the protective system from the bottom up, taking care to release members slowly.

Materials and Equipment

The employer is responsible for the safe condition of materials and equipment used for protective systems. Defective and damaged materials and equipment can result in the failure of a protective system and cause excavation hazards.

To avoid possible failure of a protective system, the employer must ensure that (1) materials and equipment are free from damage or defects, (2) manufactured materials and equipment are used and maintained in a manner consistent with the recommendations of the manufacture and in a way that will prevent employee exposure to hazards, and (3) while in operation, damaged materials and equipment are examined by a competent person to determine if they are suitable

for continued use. If the materials and equipment are not safe for use, they must be removed from service. These materials cannot be returned to service without the evaluation and approval of a registered professional engineer.

Other Hazards

Falls and Equipment

In addition to cave-in hazards and secondary hazards related to cave-ins, there are other hazards from which workers must be protected during excavation-related work. These hazards include exposure to falls, falling loads, and mobile equipment. To protect employees from these hazards, OSHA requires the employer to take the following precautions:

- Keep materials or equipment that might fall or roll into an excavation at least 2 feet from the edge of excavations, or have retaining devices, or both.
- Provide warning systems such as mobile equipment, barricades, hand or mechanical signals, or stop logs, to alter operations of the edge of an excavation. If possible, keep the grade away from the excavation.
- Provide scaling to remove loose rock or soil or install protective barricades and other equivalent protection to protect employees from the hazard of falling, rolling, or sliding material or equipment.
- Prohibit employees from working on faces of sloped or benched excavations at levels above other employees unless employees at lower levels are adequately protected from the hazard of falling, rolling, or sliding material or equipment.
- Prohibit employees under loads that are handled by lifting or digging equipment. To avoid being struck by any spillage or falling materials, require employees to stand away from vehicles being loaded or unloaded. If cabs of vehicles provide adequate protection from falling loads during loading and unloading operations, the operators may remain in them.

Water Accumulation

The standard prohibits employees from working in excavations where water has accumulated or is accumulating unless adequate protection has been taken. If water removal equipment is used to control or prevent water from accumulating, the equipment and operations of the equipment must be monitored by a competent person to ensure proper use.

OSHA standards also require that diversion ditches, dikes, or other suitable means be used to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. Also, a competent person must inspect excavations subject to runoffs from heavy rains.

Hazardous Atmospheres

Under this provision, a competent person must test excavations greater than 4 feet in depth as well as ones where oxygen deficiency or a hazardous atmosphere exists or could reasonably be expected to exist, before an employee enters the excavation. If hazardous conditions exist, controls such as proper respiratory protection or ventilation must be provided. Also, controls

used to reduce atmospheric contaminants to acceptable levels must be tested regularly.

Where adverse atmospheric conditions may exist or develop in an excavation, the employer also must provide and ensure that emergency rescue equipment, (e.g., breathing apparatus, a safety harness and line, basket stretcher, etc.) is readily available. This equipment must be attended when used.

When an employee enters bell-bottom pier holes and similar deep and confined footing excavations, the employee must wear a harness with a lifeline. The lifeline must be securely attached to the harness and must be separate from any line used to handle materials. Also, while the employee wearing a lifeline is in the excavation, an observer must be present to ensure that the lifeline is working properly and to maintain communication with the employee.

Access and Egress

Under the standard, the employer must provide safe access and egress to all excavations. According to OSHA regulations, when employees are required to be in trench excavations 4-feet deep or more, adequate means of exit, such as ladders, steps, ramps or other safe means of egress, must be provided and be within 25 feet of lateral travel. If structure ramps are used as a means of access or egress, they must be designed by a competent person if used for employee access or egress, or a competent person qualified in structural design if used by vehicles. Also, structural members used for ramps or runways must be uniform in thickness and joined in a manner to prevent tripping or displacement.

Related Issues

Hazard Communication

The Hazard Communication Standard (29 CFR 1910.1200) requires employers to inform employees of the identities, properties, characteristics, and hazards of chemicals they use and the protective measures they can take to prevent adverse effects. The standard covers both physical hazards (e.g., flammability) and health hazards (e.g., lung damage, cancer). Knowledge acquired under the Hazard Communication Standard will help employers provide safer workplaces for their employees, establish proper work practices, and help prevent chemical-related illnesses and injuries.

Access to Medical and Exposure Records

Under the provision of the Access to Medical and Exposure Records standard (29 CFR 1910.20), employees, their designated representatives, and OSHA are permitted direct access to employer-maintained exposure and medical records. This access is designed to yield both direct and indirect improvements in the detection, treatment, and prevention of occupational disease. Also, access to these records will assist employees in the management of their own safety and health.

Recordkeeping

Each employer must preserve and maintain accurate medical and exposure records for each employee. The standard requires that exposure records be kept for 30 years and medical records be kept for at least the duration of employment plus 30 years. Background data for exposure records such as laboratory reports and work sheets need to be kept only for 1 year. Records of employees who have worked for less than 1 year need not be retained after employment, but the employer must provide these records to the employee upon termination of employment. First-aid records of one-time treatment need not be retained for any specified period.

The employer must inform each employee of the existence, location, and availability of these records. When an employer plans to stop doing business and there is no successor employer to receive and maintain these records, the employer must notify employees of the right to access of the records at least 3 months before the employer ceases to do business. At the same time, the employer also must inform the National Institute for Occupational Safety and Health.

State Plan States

States administering their own occupational safety and health program (see listing on page), through plans approved under section 18(b) of the Occupational Safety and Health Act of 1970, must adopt standards and enforce requirements at least as effective as Federal requirements. There are currently 25 State plan States; 23 covering private and public (State and local government) sectors and two covering public sector only.

Summary

Trenching and excavation work presents serious risks to all workers involved. The greatest risk, and one of primary concern, is that of cave-ins. Furthermore, when cave-in accidents occur, they are much more likely to result in worker fatalities than other excavation-related accidents. Strict compliance, however, with all sections of the standard will prevent or greatly reduce the risk of cave-ins as well as other excavation-related accidents.

STATES WITH APPROVED PLANS

COMMISSIONER

Alaska Department of Labor
P.O. Box 21149
Juneau, ALASKA 99801
(907) 465-2700

DIRECTOR

Industrial Commission of Arizona
800 W. Washington
Phoenix, ARIZONA 85007
(602) 542-5795

DIRECTOR

California Department of Industrial
Relations
395 Oyster Point Boulevard
3rd Floor, Wing C
San Francisco, CALIFORNIA 94080
(415) 737-2960

COMMISSIONER
Connecticut Department of Labor
200 Folly Brook Boulevard
Wethersfield, CONNECTICUT 06109
(203) 566-5123

DIRECTOR
Hawaii Department of Labor and Industrial
Relations
830 Punchbowl Street
Honolulu, HAWAII 96813
(808) 548-2150

COMMISSIONER
Indiana Department of Labor
1013 State Office Building
100 North Senate Avenue
Indianapolis, INDIANA 46204-2287
(317) 232-2665

COMMISSIONER
Iowa Division of Labor Services
1000 E. Grand Avenue
Des Moines, IOWA 50319
(515) 281-3447

ACTING COMMISSIONER FOR
WORKPLACE STANDARDS
DIRECTOR
Nevada Department of Industrial Relations
Division of Occupational Safety and Health
Capitol Complex
1370 S. Curry Street
Carson City, NEVADA 89710
(720) 885-5240

Kentucky Labor Cabinet
1049 U.S. Highway 127 South
Frankfort, KENTUCKY 40601
(502) 564-3070

COMMISSIONER
Maryland Division of Labor and Industry
Department of Licensing and Regulations
501 St. Paul Place, 2nd Floor
Baltimore, MARYLAND 21202-2272
(301) 333-4179

DIRECTOR
Michigan Department of Labor
201 N. Washington Square
P.O. Box 30015
Lansing, MICHIGAN 48933
(517) 373-9600

DIRECTOR
Michigan Department of Public Health
3423 North Logan Street
Box 30195
Lansing, MICHIGAN 48909
(517) 335-8022

COMMISSIONER
Minnesota Department of Labor and
Industry
443 Lafayette Road
St. Paul, MINNESOTA 55155
(612) 296-2342

SECRETARY
New Mexico Environmental Dept.
Occupational Health and Safety Bureau
1190 - St. Francis Drive
Santa Fe, NEW MEXICO 87502
(505) 827-2850

COMMISSIONER
New York Department of Labor
State Office Bldg., Campus 12
Room 457
Albany, NEW YORK 12240

(518) 457-2741
COMMISSIONER
North Carolina Department of Labor
4 West Edenton Street
Raleigh, NORTH CAROLINA 27601
(919) 733-7166

ADMINISTRATOR
Utah Occupational Safety and Health
160 East 300 South
P.O. Box 5800
Salt Lake City, UT 84110-5800
(801)530-6900

ADMINISTRATOR
Oregon Occupational Safety and Health
Division
Oregon Department of Insurance and
Finance-Room 160
Labor and Industries Building
Salem, OREGON 97310
(503) 378-3272

COMMISSIONER
Vermont Department of Labor and Industry
120 State Street
Montpelier, VERMONT 05620
(802)828-2765

SECRETARY
Puerto Rico Department of Labor and
Human Resources
Prudencio Rivera Martinez Building
505 Munoz Rivera Avenue
Hato Rey, PUERTO RICO 00918
(809)754-2119-22

COMMISSIONER
Virgin Islands Department of Labor
22 Hospital Street
Box 890
Christiansted
St. Croix, VIRGIN ISLANDS 00840
(809)773-1994

COMMISSIONER
South Carolina Department of Labor
3600 Forest Drive
P.O. Box 11329
Columbia, SOUTH CAROLINA
29211-1329
(803)734-9594

COMMISSIONER
Virginia Department of Labor and Industry
205 N. 4th Street
Richmond, VIRGINIA 23241-0064
(804)786-2376

COMMISSIONER
Tennessee Department of Labor
Attention: Robert Taylor
501 Union Building
Suite "A"-2nd Floor
Nashville, TENNESSEE 37254-0655
(615)741-2582

DIRECTOR
Department of Employment Division of
Employment Affairs
Occupational Safety and Health
Administration
Herchfer Building, 2nd Floor East
122 West 25th Street
(307)777-7786 or 777-7787

DIRECTOR
Washington Department of Labor
and Industries
General Administration Building
Room 334 - AX-31
Olympia, WASHINGTON 98504-0631

(206)753-6307

Related Publications

A single free copy of the following publications can be obtained from the OSHA Publications Office, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N-301, Washington, D.C., 20210.

Please send a self-addressed label with your request.

All about OSHA - OSHA 2056

Chemical Hazard Communication - OSHA 3084

Construction Industry Digest - OSHA 2207

Consultation Services for the Employer - OSHA 3047

Ground-Fault Protection on Construction Sites - OSHA 3007

OSHA Inspections - OSHA 2098

OSHA: Safety and Health is our Middle Name - OSHA 3076

Personal Protective Equipment - OSHA 3077

Respiratory Protection - OSHA 3079

Safety and Health Program Management Guidelines
(Federal Register (54 FR (18):3904-3916, January 1989))

A Hazard Communication Compliance Kit may be ordered from the Superintendent of Documents, Government Printing Office, Washington, D.C., 20402 for \$18.00 (\$22.00 for foreign addresses). OSHA Publication 3104, GPO order No. 929-022-00000-9. The kit can be ordered from GPO by phone using Visa or Mastercard; call (202)783-3238.

* U.S. Government Printing Office: 1991 282-150/45367

U.S. Department of Labor
Occupational Safety and Health Administration
Regional Offices

Region I
(CT,*MA,ME,NH,RI,VT*)
133 Portland Street
1st Floor
Boston, MA 02114
Telephone: (617)565-7164

Region II
(NJ,NY,*PR,*VI*)
201 Varick Street
Room 670
New York, NY 10014
Telephone: (212)337-2378

Region III
(DC,DE,MD,*PA,VA,*WV)
Gateway Building, Suite 2100
3535 Market Street
Philadelphia, PA 19104
Telephone: (215)596-1201

Region IV
(AL,FL,GA,KY,*MS,NC,*SC,*TN*)
1375 Peachtree Street, N.E.
Suite 587
Atlanta, GA 30367
Telephone: (404)347-3573

Region V
(IL,IN,*MI,*OH,WI)
230 South Dearborn Street
Room 3244
Chicago, IL 60604
Telephone: (312)353-2220

Region VI
(AR,LA,NM,*OK,TX)
525 Griffin Street
Room 602
Dallas, TX 75202
Telephone: (214)767-4731

Region VII
(IA,*KS,MO,NE)
911 Walnut Street
Kansas City, MO 64106
Telephone: (816)426-5861

Region VIII
(CO,MT,ND,SD,UT,*WY*)
Federal Building, Room 1576
1961 Stout Street
Denver, CO 80294
Telephone: (303)844-3061

Region IX
(American Samoa,AZ,*CA,*Guam,HI,
*NV,*Trust Territories of the Pacific)
71 Stevenson Street
Room 415
San Francisco, CA 94105
Telephone: (415)744-6670

Region X
(AK,*ID,OR,*WA*)
1111 Third Avenue
Suite 715
Seattle, WA 98174
Telephone: (206)4423-5930

- These states and territories operate their own OSHA-approved job safety and health programs (Connecticut and New York plans cover public employees only). States with

approved programs must have a standard that is identical to or at least as effective as, the federal standard.

PART 2 - PRODUCTS

2.01 CLASSIFICATION

- A. All excavations shall be unclassified as shall include all materials encountered regardless of their nature or the manner in which they are removed.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected.
- B. Construction equipment shall not be operated within the drip line of trees, unless otherwise indicated.
- C. Construction materials shall not be stockpiled under the canopies of trees. No excavation or embankment shall be placed within the drip line of trees until tree wells are constructed.
- D. All excavation shall be performed as specified herein and shall conform to the established alignment, grades and cross sections.
- E. Suitable excavated materials shall be utilized, in so far as practical, in constructing required embankments.
- F. The construction of all embankments shall conform to Section 02236 - Embankment. No material shall be stockpiled within the banks of a waterway.
- G. Unsuitable excavated materials or excavation in excess of that needed for construction shall be known as "Waste" and shall become the property of the CONTRACTOR and it shall become his sole responsibility to dispose of this material off the limits of the right-of-way in an environmentally sound manner at a permitted disposal site.
- H. Adequate dewatering and drainage of excavation shall be maintained throughout the time required to complete the work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement of the volume of excavation in cubic yards by the average end areas. Cross sectional areas shall be computed from the existing ground section to the established line of the sub-grade, as shown on typical sections for the limits

of the right-of-way or other work limits, including parkway slopes and sidewalk areas.

- B. Measurement of the area in square yards of surface area excavated as shown on the typical sections included in the plans.
- C. Measurement of the volume of excavation is in cubic yards, based upon the average end areas taken from pre-construction cross sections and planned grades. The planned quantities for excavation will be used as the measurement for payment for this item.

4.02 PAYMENT

- A. This item will be paid for at the contract unit price bid for "Excavation", as provided under the measurement method as included in the bid, which price shall be full compensation for all work herein specified including: dewatering, drainage, sub-grade preparation, unless otherwise indicated and the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the work.
- B. When not listed as a separate contract pay item, excavation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.
- C. Compensation, whether by contract pay item or incidental work will be furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

***** END OF SECTION *****

SECTION 02234

BORROW

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

- A. This work shall consist of required excavation, removal and proper utilization of materials secured from source obtained by the CONTRACTOR and approved by the ENGINEER.
- B. Borrow will only be used when indicated on the plans or as directed by the ENGINEER and then only from approved sources.

PART 2 - PRODUCTS

2.01 MATERIAL

- A. All authorized borrow shall conform to one of the following classes:

- 1. Class A (Select Borrow)

This material shall consist of sand or other suitable granular material, free from vegetation or other objectionable matter reasonable free from lumps of earth and when tested by standard SDHPT laboratory methods, shall meet the following requirements:

The Liquid Limits shall not exceed	45
The Plasticity Index shall not be less than	4
nor more than	15

- 2. Class B

This material shall consist of suitable non-swelling (soils with plasticity index less than 20) earth material such as loam, clay or other such materials that will form a stable embankment.

- 3. Topsoil

This material shall consist of approved topsoil material and shall be clean, friable soil capable of supporting plant life. This material shall also be free to stones and all other debris.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Prior to commencing this work, all erosion control and environmental measures required shall be in place. All suitable materials removed from excavations shall be used, insofar as practicable in the formation of embankments conforming to Section 02236, Embankment or otherwise be utilized as indicated or as directed by the ENGINEER and the completed work shall conform to the established alignment, grades and cross section.
- B. Additional material necessary to complete the work described above shall be "borrow" of the class specified.
- C. The CONTRACTOR shall arrange for borrow from one of the following sources:
 - 1. Existing borrow pit,
 - 2. New borrow pit,
 - 3. Surplus excavated material from a site which has a site development permit.
- D. The CONTRACTOR shall notify the ENGINEER three weeks prior to opening pit to permit necessary testing for approval of materials. All borrow sites shall comply with the requirements of the permit.
- E. During construction, the borrow sources shall be kept drained, insofar as practicable, to permit final cross sections to be taken, when required.
- F. The ENGINEER shall be notified sufficiently in advance of opening any borrow source to permit necessary testing for approval of materials.
- G. Borrow sites shall be managed to minimize the impact of the appearance of the natural topographic features and at no time create a potential hazard to the public.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Borrow will be measured by the cubic yard in its final position based on the average end areas method taken from plan cross-sections and plan grades.
- B. The plan quantities will be used as the measurement of this item.

4.02 PAYMENT

- A. The accepted quantities of borrow will be paid at the contract unit bid price per cubic yard.
- B. Payment for unauthorized work will not be made.
- C. Prices bid shall be full compensation for furnishing all labor; for all materials; for all royalty and freight involved; for all hauling and delivering on the road; and for all tools, equipment and incidentals necessary to complete the work.

***** END OF SECTION *****

SECTION 02236

EMBANKMENT

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

- A. This work shall consist of placing and compacting of suitable materials obtained from approved sources for use in the construction of street or channel embankments, beams, levees, pikes and structures.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 GENERAL CONSTRUCTION METHODS

- A. Prior to placing any embankment, all tree protection, tree wells and erosion control devices shall be in place and all Section 02101, Preparing Right-of-Way and/or Section 02102, Clearing and Grubbing operations shall have been completed on the areas over which the embankment is to be placed.
- B. Stump holes or other small excavations in the limits of the embankments shall be backfilled with suitable materials and thoroughly tamped by approved methods before commencing embankment construction.
- C. The surface of the ground, including plowed loosened ground or surface roughened by small washes, shall be restored to approximately its original slope and the ground surface thus prepared shall be compacted by sprinkling and rolling.
- D. Construction equipment shall not be operated within the drip line of trees, unless indicated. Construction materials shall not be stockpiled under the canopies of trees.
- E. No excavation or embankment shall be placed within the drip line of trees until tree wells are constructed.
- F. Unless otherwise indicated, the surface of the ground of all unpaved areas, other than rock which are to receive embankment, shall be loosened by scarifying or plowing to a depth of not less than 4 inches.
- G. The loosened material shall be re-compacted with the new embankment as herein after specified.
- H. The surface of hillsides to receive embankment shall be loosened by scarifying or plowing to a depth of not less than 4 inches and benches cut before embankment materials are placed.

- I. The embankment shall then be placed in layers, as herein after specified, beginning at low side in partial width layers and increasing the widths as the embankment is raised.
- J. The material which has been loosened shall be re-compacted simultaneously with the embankment material placed at the same elevation.
- K. Where embankments are to be placed adjacent to or over existing roadbeds slopes shall be plowed or scarified to a depth of not less than 6 inches and the embankment built up in successive layers, as hereinafter specified, to the level of the old roadbed before its height is increased. Then, as indicated, the top of the old roadbed shall be scarified and re-compacted with the next layer of the new embankment.
- L. The total depth of the scarified and added material shall not exceed the permissible layer depth.
- M. Trees, stumps, roots, vegetation or other unsuitable materials shall not be placed in embankment.
- N. All embankment shall be constructed in layers approximately parallel to the finished grade and unless otherwise indicated, each layer shall be so constructed as to provide a uniform slope of 1/4 inch per foot from the centerline of the roadbed to the outside, except that on super elevated curves, each layer shall be constructed to conform to the super-elevated indicated.
- O. The embankment shall be continuously maintained at its finished section and grade until that portion of the work is accepted.
- P. After completion of the embankment to the finished section and grade, the CONTRACTOR shall proof roll the sub-grade and re-vegetation procedures must commence immediately to minimize the soil loss and air pollution.

3.02 EARTHEN EMBANKMENTS

- A. Earth embankments shall be defined as embankments composed of soil material other than rock and shall be constructed of acceptable material from approved sources.
- B. Except as otherwise indicated, earth embankments shall be constructed in successive 6 inch layers, loose measure, for the full width of the individual cross section and in such length as are best suited to the sprinkling and compaction methods utilized.
- C. Minor quantities of rocks not larger than 4 inches encountered in constructing earth embankment may be incorporated in the earth embankment layers, provided such placement of rock is not immediately adjacent to structures.
- D. Each layer of embankment shall be uniform as to material, density and moisture

content before beginning compaction.

- E. Where layers of unlike materials abut each other, each layer shall be feathered on a slope of 1:20 or the material shall be so mixed as to prevent abrupt changes in the soil.
- F. No material placed in the embankment by dumping in a pile or windrows shall be incorporated in a layer in that position, but all such piles or windrows shall be moved by blading or similar methods.
- G. Clods or lumps of material shall be broken and the embankment material mixed by blading, harrowing, discing or similar methods to the end that a uniform density is secured in each layer.
- H. Water required for sprinkling to bring the material to the moisture content necessary for optimum compacting shall be evenly applied and it shall be the responsibility of the CONTRACTOR to secure a uniform moisture content throughout the layer by such methods as may be necessary.
- I. All earth cuts, whether full width or partial width cuts in the side of a hill, which are not required to be excavated below sub-grade elevation shall be scarified to a uniform depth of at least 6 inches below grade and the material shall be mixed and reshaped by blading and then sprinkled and rolled in accordance with the requirements outlined above for earth embankments and to the same density as that required for the adjacent embankment.
- J. Compaction of embankments shall conform to Section 02210, Sub-grade Preparation. Each layer shall be compacted to the required density by any methods, type and size of equipment which will give the required compaction.
- K. Prior to and in conjunction with the rolling operation, each layer shall be brought to the moisture content compaction over the entire layer.
- L. For each layer of earth embankment and select material, it is the intent of this specification to provide the density as required herein, unless otherwise indicated.
- M. Soils shall be sprinkled as required and compacted to the extent necessary to provide not less than 95 percent nor more than 105 percent of the density as determined to accordance with SDHPT Test Method Tex-114-E at optimum moisture content or within minus 3 percent of the optimum moisture content.
- N. Care shall be taken to avoid over compacting high PI expansive clays.
- O. After each layer of earth embankment or select material is complete, tests as necessary will be made by the ENGINEER. If the material fails to meet the density specified, the course shall be reworked as necessary to obtain the specified compaction.

3.03 ROCK EMBANKMENTS

- A. Rock embankments shall be defined as those composed principally of rock and shall be constructed of accepted material from approved sources. Rock embankments shall not be placed immediately adjacent to structures.
- B. Except as otherwise indicated, rock embankments shall be constructed in successive layers for the full width of the cross section and of 18 inches or less in depth.
- C. When, in the opinion of the ENGINEER, the rock sizes necessitate a greater depth of layer than specified, the layer depth may be increased as necessary, but in no case shall the depth of layer exceed 2 1/2 feet.
- D. Each layer shall be constructed by starting at one end and dumping the rock on the top of the layer being constructed then pushing the material ahead with a bulldozer in such a manner that the larger rock will be placed on the ground or preceding embankment layer and the interstices between the larger stones filled with small stones and spalls by the operation and from the placing of succeeding loads of material.
- E. The maximum dimension of any rock used in embankment shall be less than the depth of the embankment layer and in no case shall any rock over 2 feet in its greatest dimension be placed in the embankment.
- F. All oversized rocks which are otherwise suitable for construction shall be broken to the required dimension and utilized in embankment construction where indicated, except that when preferred by the CONTRACTOR and acceptable to the ENGINEER, such rocks may be placed at other points where the embankment layer is of greater depth, thus requiring less breakage.
- G. Each layer shall be compacted to the required density as outlined for "Earthen Embankments", above, except in those layers where rock will make density testing difficult, the ENGINEER may accept the layer by visual inspection or proof rolling.
- H. Unless otherwise indicated, the upper 3 feet of the embankment shall contain no stones larger than 4 inches in their greatest dimension and shall be composed of material so graded that the density and uniformity of the surface layer may be secured in accordance with SDHPT Test Method Tex-114-E.
- I. Exposed oversize material shall be broken up or removed.

3.04 EMBANKMENT AT CULVERTS AND BRIDGES

- A. Embankments adjacent to culverts and bridges which cannot be compacted by use of the blading and rolling equipment used in compacting the adjoining sections of embankment shall be compacted in the manner prescribed under Section 02221, Trench Excavation Backfill and Compaction or Section 02223, Structural Excavation and Backfill.

- B. Embankment placed around spill through type abutments shall be constructed in 6 inch loose layers of uniform suitable material placed in such manner as to maintain approximately the same elevation on each side of the abutment and all materials shall be mixed, wetted and compacted as specified above.
- C. Embankment material placed adjacent to any portion of any structure or above the top of any culvert or similar structure shall be free of any appreciable amount of gravel or stone particles and thoroughly compacted by mechanical compaction equipment.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. All accepted embankment, when included in the contract as a separate bid item, will be measured in place and the volume computed in cubic yards by the method of average end areas.
- B. No allowance will be made for shrinkage.

4.02 PAYMENT

- A. The accepted quantities of embankment, when included as a separate bid item, will be paid at the contract unit bid price per cubic yard.
- B. When not listed as a separate contract pay item, embankment shall be considered as incidental work, and the cost thereof shall included in such contract pay item(s) as are provided in the proposal contract.
- C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

***** END OF SECTION *****

SECTION 02238

REMOVAL OF CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. This work shall consist of breaking up, removing and satisfactorily disposing of existing concrete, as classified, at locations indicated or as directed by the Engineer.
- B. Existing concrete, when under this section, will be classified as follows:
 - 1. Concrete Curb will include curb, curb and gutter combinations thereof.
 - 2. Concrete Slabs will include, but not be limited to, patio slabs, porch slabs, concrete riprap and concrete pavement.
 - 3. Sidewalks and Driveways will include concrete sidewalks and driveways.
 - 4. Concrete Walls will include all walls regardless of height and wall footings.
 - 5. Concrete Steps will include all steps and combinations of walls and steps.
 - 6. Abandoned Foundations will include abandoned Electric Department foundations.
 - 7. Miscellaneous Concrete shall include but not be limited to manholes, inlets, junction boxes and headwalls.

PART 2 PRODUCTS

2.01 MORTAR:

- A. Mortar, for repair of existing concrete structures, shall conform to the requirements thereof in Section 03300 - Cast-In-Place Concrete.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

- A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected. The existing concrete shall be broken up, removed to conform to Section 02101 - "Preparing Right-of-Way" and disposed of by the Contractor and deposited at a permitted at a permitted disposal site.
- B. Where only a portion of the existing concrete is to be removed and that remaining will continue to serve in its purpose, care shall be exercised to avoid damage to that portion to remain in place.
- C. The existing concrete shall be cut to the neat lines when indicated or as established by the Engineer, by sawing with an appropriate type circular concrete

saw to a minimum depth of 1/2 inch.

- D. Any reinforcing steel encountered shall be cut off 1 inch inside of concrete sawed line. Any existing concrete which is damaged or destroyed beyond the neat lines so established shall be replaced at the Contractor's expense.
- E. Remaining concrete shall be mortared to protect the reinforcing steel and provide a neat clean appearance.
- F. Where reinforcement is encountered in the removed portions of structures to be modified, a minimum of 1 foot of steel length shall be cleaned of all old concrete and left in place to tie into the new construction where applicable.
- G. All unsuitable material shall be removed and replaced with approved material.
- H. All foundation, walls or other objectionable material shall be removed to a minimum depth of 18 inches below all structures and 12 inches below areas to be vegetated.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

- A. Concrete curb and concrete wall removed as prescribed above will be measured by the linear foot in its original position regardless of the dimensions or size.
- B. Concrete slabs and concrete sidewalks and driveways removed as prescribed above will be measured by the square foot in original position, regardless of the thickness and reinforcing.
- C. Concrete steps removed will be measured per linear foot of each individual step tread including the bottom step.
- D. Concrete foundation removed will be measured per each.
- E. Miscellaneous concrete removed will be measured per each.

4.02 PAYMENT:

- A. This item will be paid for at the contract unit price bid for "Removed Concrete Curb", "Removed Concrete Slab", "Remove Concrete Sidewalks and Driveways", "Removed Concrete Foundations" and "Remove Miscellaneous Concrete" which price shall be full compensation for all work herein specified, including the disposal of all material not required in the work, the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the work.
- B. When not listed as a separate contract pay item, removal of concrete shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

- C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

***** END OF SECTION *****

SECTION 02240

LIME STABILIZATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. Treating of subgrade, sub-base, and base courses by the pulverization, addition of lime, mixing and compacting the mixed material to the required density.
- B. Application to natural ground, embankment, existing pavement, base or sub-bases under this contract, or as directed by the ENGINEER, which shall be constructed as specified herein and in conformity with the typical section, lines, grades as shown on the plans.

1.02 QUALITY ASSURANCE:

- A. Comply with the latest published edition (or addended portions thereof) of the following standards and codes:
 - 1. ASTM c-207 or Type N - Requirements for Hydrated Lime
 - 2. ASTM Designation C5 - Quick Lime for Structural Purposes
 - 3. Texas SDHPT Test Method Tex-600-J - Hydrated Lime
 - 4. ASTM D-1557 - Density of Compacted Materials
 - 5. ASTM D-2049 - Density of Compacted Materials
 - 6. Texas SDHPT Test Method Tex 113-E - Density of Compacted Materials
 - 7. AASHTO T-99, Method C - Density of Compacted Materials
 - 8. AASHTO M-216 - Hydrated Lime

PART 2 - PRODUCTS

2.01 HYDRATED (DRY) LIME:

- A. Use, for stabilization of soils, a dry powder consisting primarily of calcium hydroxide ($\text{Ca}(\text{OH})_2$).
- B. Provide Material in accordance with Texas SDHPT Test Method TEX-600-J and conforming to the following chemical composition:

Hydrate Alkalinity, Percent by Weight $\text{Ca}(\text{OH})_2$	90% Min.
Un-hydrate Lime Content, Percent by Weight CaO	5% Max.
"Free Water" Content, Percent by Weight H_2O	4% Max.

And with the following residue retainage:

Residue Retained on No 6 Sieve	None
Residue Retained on No. 10 Sieve	1% Max.
Residue Retained on No. 30 Sieve	2.5% Max.

- C. Store and handle hydrated lime in closed, weather proof containers, storage bins, or bags until immediately before application to the road.
- D. Furnish hydrated lime in trucks, as applicable, with weight of lime measured on certified scales and clearly marked on the truck or stamped on a haul ticket.
- E. Furnish hydrated lime in bags, as applicable, bearing the manufacturer's certified weight. Bags varying more than five percent may be rejected.

2.02 HYDRATED LIME SLURRY:

- A. Provide a pumpable suspension of solids, principally composed of hydrated lime, in water.
- B. Provide material with a "Solids Content" having a hydrated alkalinity Ca (OH) 2 of not less than 90 percent by weight and a residue retainage equal to the retainage specified in Part 2.01 above.
- C. Supply Type B, commercial lime slurry, with a "dry solids content" of at least 31% by weight of the slurry (Grade 1).
- D. Procure mixing water only from County of Hidalgo water mains. The Contractor shall make arrangements with the Water Department to obtain a meter and subsequent payment for water used.

2.03 QUICKLIME (MASON'S LIME):

- A. Provide quicklime, as a dry powder in a tank, to form a lime slurry.

PART 3 - EXECUTION

3.01 GENERAL:

- A. Provide a completed course of treated materials containing a uniform lime mixture, free from loose or segregated areas, of uniform density and moisture content, well bound for its full depth, and with a smooth surface and suitable for placement of subsequent courses.
- B. Regulate sequence work, use proper amounts of lime, maintain the work and rework the courses as necessary to meet the requirements of this specification.
- C. Construct and shape roadbed to conform with typical sections, lines and grades as shown on the plans, or as directed by the ENGINEER.
- D. Excavate materials to be treated to the proposed bottom of lime treatment grade, or secondary grade and remove or window to expose.

- E. Correct any wet or unstable material below the secondary grade by scarifying, adding lime and compacting until uniform stability is achieved.
- F. Use a cutting or pulverizing machine, as applicable, to remove subgrade material accurately to secondary grade and to pulverize the material at the same time. When cutting or pulverizing machine is used, the requirement for exposing and windowing the material is waived.
- G. Roll subgrade before use of pulverizing machinery and correct any soft areas that rolling operations shall reveal.
- H. Materials for new bases and sub-bases shall be delivered, placed and spread in the required amount per station. The material shall be thoroughly mixed prior in the same working day.
- I. Lime shall be spread only on that area where first mixing operation can be completed in the same working day.

3.02 SLURRY PLACING:

- A. Mix lime, in amounts as shown on plans or as specified by the Materials Engineering Laboratory, with water in trucks or approved distributors and apply as a thin water suspension or slurry.
- B. The distribution of lime at the rates shown on the plans, as directed herein, and/or as directed by the ENGINEER. Shall be attained by successive passes over a measured surface of roadway until the proper moisture and lime content is achieved.
- C. Lime slurry distributors shall be equipped with an agitator for maintaining lime and water in a uniform mixture.

3.03 DRY PLACING:

- A. Spread lime by an approved screw type spreader box or by bag distribution at the rate shown in the plans.
- B. Distribute lime at a uniform rate and in such a manner as to reduce scattering of lime to a minimum. Lime shall not be applied when wind conditions, in the opinion of the ENGINEER, will cause objectionable blowing of lime to traffic or adjacent properties.
- C. Motor graders shall not be used to spread lime.
- D. Sprinkle material until proper moisture and lime content has been secured.

3.04 MIXING

- A. Mixing procedures shall be the same for "Dry Placing" or "Slurry Placing" or lime.
- B. Treatment for Materials in Place:

1. Thoroughly mix material and lime using approved road mixers or other approved equipment, until a homogeneous, friable mixture of material is obtained, free from all clods and lumps.
2. Mix as thoroughly as possible at the time of lime application of materials containing plastic clay or other materials not readily mixed with lime, bring to proper moisture content, seal with a pneumatic roller, and leave to cure one to four days, as directed by the ENGINEER.
3. During curing period, material shall be kept moist by method(s) approved by the ENGINEER.
4. Uniformly mix, after required curing time, using approved methods.
5. Clods in soil binder - Lime mixture shall be reduced in size by raking, blading, dicing, harrowing, scarifying or by other approved pulverization methods such that non-slaking aggregates obtained on the No. 4 sieve are removed. The remainder of the material shall meet the following requirements when test dry by laboratory sieves:

Minimum Passing 1 3/4 inch	100%
Minimum Passing No. 4 Sieve	60%

C. Treatment of New Material

1. Thoroughly mix and blend, using approved road mixers or other approved equipment, the base or sub-base material, lime and required water until a homogeneous, friable mixture is obtained.
 2. When lime is placed as a slurry and mixed by use of blades, the material shall be bladed as the lime water mixture is applied.
- D. During the time between application and mixing, hydrated lime that has been exposed to the open air for a period of six hours or more, or to excessive loss due to washing or blowing, shall not be accepted for payment.

3.05 COMPACTION:

- A. Compaction of the mixture shall begin immediately after final mixing and in no case later than three calendar days after final mixing.
- B. Aerate or sprinkle material as required to provide optimum moisture.
- C. Compaction shall begin at the bottom and shall continue until entire depth of mixture is uniformly compacted to 95% of maximum density as determined by AASHTO T-99, Method C.
- D. If any portion fails to meet the density specified, it shall be reworked as required to obtain specified density.

3.06 FINISHING, CURING, AND PREPARATION FOR SURFACING:

- A. Shape surface after compaction to the required lines, grades, and cross sections, followed by thorough rolling sufficiently light to prevent hair-line cracking.
- B. Complete section shall be moist cured for a minimum of seven days before further courses are added or any traffic permitted, other than sprinkling equipment.
- C. The surface or compacted layer shall be kept moist until covered by other base or paving material, or until an application of CSS-1 or SS-1 emulsified asphalt as a curing seal. Curing seal shall be applied as soon as possible after final rolling at a rate of 0.10 to 0.20 gallons per square yard. The exact rate will be as directed by the ENGINEER.

No equipment or traffic will be permitted on lime treated materials for 72 hours after application of curing seal.

3.07 MAINTENANCE:

- A. Maintain the completed lime treated material within the limits of contract, in condition satisfactory to the ENGINEER as to grade, crown and cross section until surface course is constructed.
- B. Immediately repair all irregularities and defects that may occur at no cost to the County and as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

- A. Lime treatment shall be measured for payment in square yards for the thickness of material shown on the plans for the surface area of completed and accepted work. Lime treatment shall be paid for at the contract unit price per square yard.
- B. Lime will be measured by the ton 2000 pounds dry weight. Lime will be paid for at the contract unit cost per ton of 2000 pounds dry weight.
- C. The contract unit price for lime treatment shall be the total compensation for preparing roadbed; for loosening, pulverizing, application of lime, water content of slurry mixture and the mixing water; mixing, shaping, sprinkling, compacting, finishing, curing and maintaining; for manipulations required, for all labor, equipment, fuels, tools and incidentals necessary to complete the work.
- D. The contract unit price for lime shall be full compensation for furnishing the material; for all freight involved; for all unloading, storing and hauling; and for all labor, equipment, fuels, tools, and incidentals necessary to complete the work.

***** END OF SECTION *****

SECTION 02558

WATER VALVES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. This work shall consist of furnishing and installing valves as indicated on the plans or as directed by the ENGINEER in accordance with these specifications.
- B. Unless otherwise noted, all valves 4-inches and larger shall be AWWA-type valves of suitable design and fully equipped for service buried in the earth, with our need for further modification and shall be wrapped with 8-mil polyethylene film with all edges and laps securely taped to provide a continuous wrap.
- C. Valve ends on valves 4-inches and larger shall be flanged or mechanical joint. All mechanical joints shall conform to AWWA Specification C111. Flanges shall be dimensioned, faced, and drilled to the 125-pound "American Standard".
- D. Valves shall be carefully installed in their respective positions, accessible for operation and repair. Unless shown on the plans otherwise, valves shall be of the same sizes as the pipelines in which they are installed. Stems shall be installed pointing straight upward. The operating nut of all valves or valve stem extensions shall be no deeper than 18-inches below the top of the valve box cover. Valves shall be left in satisfactory operating condition, free from all distortion and strain.
- E. All valve operators shall turn in a counterclockwise direction to open the valve.

PART 2 - PRODUCTS

2.01 VALVE TYPES

- A. Gate Valves
 - 1. Gate valves shall only be used for pipe sizes of 12-inches and smaller, unless otherwise noted on the plans.
 - 2. Resilient seat gate valve shall be used and shall conform to AWWA C 509. The gate valve shall be a non-rising stem type with inside screw and "O" ring seals. The valve shall have a standard hub equipped with a square operating nut. The body-to-bonnet and bonnet-to-bonnet cover shall use "O" rings as seals.
 - 3. The resilient seat shall be mechanically retained or bonded on the valve gate (wedge disc).

4. The gate valve shall have a protective coating inside and outside of fusion-bonded epoxy approved for potable water.
5. The valve stem shall comply with AWWA C 509. The material for the valve stem shall be brass or bronze, and shall have a minimum yield strength of 20,000 psi and minimum tensile strength of 60,000 psi. The valve stem shall be compatible and interchangeable with the equivalent sized double disc gate valve models.
6. Gate valves shall have a 2-inch square operating hub nut.
7. The number of turns to open the valve shall be the same or less than the equivalent sized double disc gate valve models. Maximum input torque to open and/or close the valve shall be 200 foot pounds for a 4-inch valve and 300 foot pounds for 6-inch under a working pressure of 200 psi.
8. Before the Work will be accepted, the CONTRACTOR shall provide the ENGINEER with a completed "Water Valve Data Card".
9. Gate valves shall be American Darling, Metroseal by U.S. Pipe, Mueller, or approved equal.

B. Rubber Seated Butterfly Valves

1. Butterfly valves will be used in lieu of gate valves for sizes of 14-inches and larger, the butterfly valve shall be of the rubber-seated tight closing type conforming to AWWA C504.
2. The valve body shall be cast iron having integral hubs for the housing shaft bearings and seals. The body ends shall be flanged per AWWA C504 with the flanges designed for installation between Class 125 cast iron flanges or mechanical joint meeting the requirements of AWWA C111.
3. The butterfly valve disc shall be cast iron.
4. The seat shall be buna-n rubber and shall be mechanically retained on the disc edge by means of 18-8 stainless steel bolts. Seat must also be capable of being replaced in the field without chipping, grinding, or burning out of the old seat or retaining substance. The body seat mating surface shall be 18-8 stainless steel, type 304 mechanically retained.
5. Valve shafts shall be 18-8 stainless steel, type 304 and shall be securely attached to the disc by means of bolts, dowel pins, or taper pins. All butterfly valves shall be side operated. Valve actuator shall be integrally mounted on the valve mounting flange and shall be of the self locking traveling nut type in complete accordance with AWWA C504 requirements. Actuators shall be furnished with a standard 2" operating nut and must be designed to permit the adjustment of the valve disc seating without the removal of the housing cover.

6. All butterfly valves shall be tested per AWWA C504.
7. Before the work will be accepted, the CONTRACTOR shall provide the ENGINEER with a completed "Water Valve Data Card".

C. Valve Stem Extension

1. Extension stems shall be provided as necessary to situate the operating nut no greater than 18-inches below the valve cover.
2. Extension stems shall be equipped with stem guides affixed to the valve box at intervals not to exceed ten feet.
3. Stem guides shall be considered a part of the extension. Extension stems and stem guides shall be manufactured items or approved equal.

D. Air and Vacuum Valves

1. Air and vacuum valves shall be of the type that automatically exhaust large quantities of air during the filling of a pipeline and allow air to re-enter during draining or when a negative pressure occurs.
2. The inlet and outlet of the valve shall have the same cross-sectional area. The floats shall be guided by a stainless steel guide shaft and seat against a synthetic seat.
3. Valves shall have N.P.T. inlets and outlets.
4. All air and vacuum valves shall be constructed of cast iron with stainless steel trim and buna-n seating. Valve shall be as manufactured by Val-Matic Valve & Mfg. Corp., Series 100.

E. Fire Hydrants

1. Fire hydrants and their extensions shall be in accordance with AWWA C 502, traffic type.
2. Fire hydrants shall have one 5 1/4 inch diameter valve opening; 6-inch mechanical joint of slip-on inlet connection; two 2 1/2 inch hose nozzle connections; and one 4 1/2 inch steamer nozzle with National Standard Fire Hose coupling Screw Threads or as specified by the OWNER.
3. Fire Hydrants shall have a bronze or cast iron, pentagon, operating nut, be designed for 150 psi., working pressure service, and have a normal bury of 4 to 4 1/2 feet unless field conditions require a deeper bury, in which case extensions will be used so as to bring the bottom of the break-off flange 2 to 8 inches above the top of finished grade.
4. The pipe fittings and fire hydrants starting at the street main and ending at the fire hydrant itself shall be lying in a line perpendicular to the street's

centerline or radially on a curvilinear installation.

5. Fire hydrants shall be installed in as near a vertical position as possible and shall have no more than 1/2 inch variation from a vertical line between the breakway flange and the top of the fire hydrant.
6. Hydrants shall be dry barrel, post-type with compression main valve closing with pressure. They shall have a field lubrication capability. Hydrants shall have a bronze seat ring threaded into a bronze drain ring or bronze or cast iron bushing.
7. Hydrant interior and exterior below the ground line shall be coated with asphalt varnish, and the exterior painted from the top to a point one foot below the ground level flange, consisting of one coat rust inhibitive primer.
8. The bottom plate of the main valve shall be epoxy coated. The shoe of the fire hydrant shall have a 6-inch mechanical joint connection. The inside shall be epoxy coated to prevent corrosion.
9. The nozzle shall be threaded in-place and retained by stainless steel locks.
10. Hydrant body shall be threaded to receive the threaded nozzle. Nozzle shall be secured by a stainless steel locking device.
11. Fire hydrant shall contain two drain outlets. The drain outlets shall be constructed of bronze. Hydrant shall be provided with a pentagon operation nut to open counter clockwise and shall have an anti-friction washer between the hold-down nut and the operating nut.
12. Fire hydrants shall be installed at locations as shown on construction plans and in accordance with Standard Detail Drawings.
13. No project will be accepted by the OWNER until all hydrants are operational, accessible and have been tested by the McAllen Fire Department.
14. Before the work will be accepted, the CONTRACTOR shall provide the ENGINEER with a completed "Fire Hydrant Data Card".
15. Hydrants shall be limited the following unless prior written approval is provided by the ENGINEER:
 - a) Mueller Centurion A-423
 - b) American Darling B-84-B
 - c) Kennedy Guardian K-81A
 - d) U.S. Pipe Metropolitan

F. Valve Boxes

1. Valve boxes, rings and covers shall be the type, size and material as shown in Standard Detail Drawings.
2. No valve box shall be paved over without the permission of the ENGINEER. Paving material shall not remain on valve box covers overnight.
3. Valve boxes shall be fabricated using 6-inch cast-iron sliding type pipe shaft with cover and base casting.
4. Drop covers for valve boxes shall be marked "water" using lettering casted in the cover by the manufacturer.
5. Top of valve box shall be set at finished grade unless otherwise noted.

2.02 WATER VALVE DATA CARD:

- A. Water Valve Data Card, as shown on Figure 02558-1 and 02558-2, shall be prepared for all types of valves (Gate Valves, Butterfly Valves, Air Release Valves, etc) according to the following instructions:
1. The Valve Number will be assigned by the OWNER at a later date.
 2. Valve Size is the nominal diameter of the valve, i.e., 6-inch, 14-inch or 48-inch. In the case of compound valves give size of main valve and by-pass valve, i.e., 24-inch and 4-inch, or 36-inch and 6-inch.
 3. Valve Type is the general description of the valve, such as: Vertical Gate Valve, Horizontal Gate Valve, Vertical Gate Valve with by-pass, Horizontal Gate Valve with by-pass, Butterfly Valve, Globe Valve, Check Valve, etc.
 4. Make and Model refers to the manufacturer, make and model number to identify the valve for replacement parts, such as Mueller No. A-2308-6. This information should be available from the shop drawings.
 5. Number of Turns and Direction to Open is the number of revolutions of the operating nut to make the valve travel from fully closed to fully open, and the direction is either clockwise or counter-clockwise, i.e., 54 turns counter-clockwise. All standard valves shall open counter clockwise. Operation, turn count, and direction to open will be verified by the ENGINEER prior to installation.
 6. Under Project Name is the assigned work order number or name shown on plans.
 7. Date Warranty expires is the expiration date, under the contract, for requiring warranty repairs.

8. Street Location: Give both block number and street name. For valves in intersections give both streets.
9. The section on coordinate location shall be completed by the ENGINEER.
10. All applicable items on the "Water Valve Data Card" should be filled in. However, accuracy is more important than filling blank spaces. Therefore, if an item is unknown and cannot be determined, leave the space blank.
11. Depth to "Operator" is vertical distance to the top of actual valve operating nut to top of valve box cover.
12. Extension length is self explanatory.

2.03 FIRE HYDRANT DATA CARD:

- A. A fire hydrant data card, as shown on Figure 02558-3, shall be prepared for all installations of fire hydrants, in accordance with the following instructions:
 1. Fire hydrant number will be assigned by the OWNER at a later date.
 2. Fire hydrant type refers to the manufacturer's make and model. For example: Mueller Centurion, A 423 Model.
 3. Location. Indicate both block number and street name. At intersections indicate both street names.
 4. Date Installed. Indicate actual date the hydrant was installed.
 5. Depth. Indicate the actual depth in feet of the lower barrel of the fire hydrant. This depth is measured from the shoe to the breakaway flanges of the hydrant.
 6. On the reverse side of the card indicate the location of fire hydrant on the sketch.

PART 3 - EXECUTION

3.01 SETTING VALVES, DRAINS AND AIR RELEASES:

- A. Unless otherwise indicated, main line valves, drain valves and piping, air and vacuum release assemblies and other miscellaneous accessories shall be set and jointed in the manner described for cleaning, laying, and jointing pipe.
- B. Unless otherwise indicated, valves shall be set in line with the radius point and the corresponding point of curvature or point of tangency of adjacent curbs or right of way lines.

- C. Valves shall be installed and the stems adjusted so that the top operating stems will be at the proper depth required for the piping at the location indicated above.
- D. Valve boxes and valve stem casings shall be firmly supported and maintained, centered and aligned plumb over the valve or operating stem, with the top of the box or casing installed flush with the finished ground or pavement in existing streets and installed with the top of the box or casing approximately 6-inches below the standard street subgrade in streets which are excavated for paving construction or where such excavation is scheduled or elsewhere as directed by the ENGINEER.
- E. Drainage branches or air blow-offs shall not be connected to any sanitary sewer or submerged in any stream or be installed in any other manner that will permit back siphonage into the distribution.
- F. Every drain line and every air release line shall have a full sized independent gate valve flanged directly to the main.
- G. Flap-valves, shear gates, etc., will not be accepted.

3.02 SETTING FIRE HYDRANTS:

- A. Fire hydrants shall be located in a manner to provide accessibility and in such a manner the possibility of damage from vehicles or injury to pedestrians will be minimized.
- B. Unless otherwise directed, the setting of a hydrant shall conform to the following:
 - 1. When placed behind a curb, the hydrant barrel shall be set so that no portion of the pumper or hose nozzle cap will be less than 12 nor more than 24-inches from the gutter face of the curb or less than 20 feet from the curb line intersection of any street.
 - 2. If set between streets, the hydrant shall be placed as directed by the ENGINEER.
 - 3. When set in the lawn space between the curb and the sidewalk or between the sidewalk and property line, no portion of the hydrant or nozzle cap shall be within 6-inches of the sidewalk.
- C. All hydrants shall stand plumb and shall have their nozzles parallel with or at right angles to the curb with the pumper nozzle pointing normal to the curb. They shall conform to the finish grade with the hydrant bury mark approximately level with the ground or other finish grade, with the large pumper nozzle approximately 18-inches above grade as indicated without the use of hydrant extensions except where authorized by the ENGINEER.
- D. Each hydrant shall be connected to the main pipe with the 6-inch Ductile Iron branch.
- E. Below each hydrant, a drainage pit 2 feet in diameter and 2 feet deep shall be excavated and filled compactly with coarse gravel or broken stone mixed with

coarse sand under and around the blow of the hydrant, except where thrust blocking is situated and to a level 6-inches above the hydrant drain opening.

- F. No hydrant drainage pit shall be connected to a sanitary sewer.
- G. The bowl of each hydrant shall be well braced against unexcavated earth at the end of the trench with concrete thrust blocking (taking care not to obstruct the hydrant drain holes) or it shall be tied to the pipe with approved metal harness rods and clamps.
- H. Hydrants shall be thoroughly cleaned of dirt or foreign matter before setting.

3.03 PROTECTIVE COVERING:

- A. Unless otherwise indicated, all flanges, nuts, bolts, threaded outlets and all other steel components buried and in contact with earth or backfill shall be wrapped with 8-mil (minimum) polyethylene film meeting ANSI/AWWA Specification C-105-current, with all edges and laps taped securely to provide a continuous and watertight wrap.

3.04 VALVE BOX REHABILITATION:

- A. This item shall include replacement of the valve can and collar only where the work connects to an existing valve that is to be left in place.
- B. This work shall be done only if the existing valve box does not have the required concrete collar around the can.
- C. The work and materials shall include the following:
 - 1. Replacement of the original can regardless of its condition, with the new 12-inch diameter corrugated metal culvert pipe.
 - 2. Install concrete collar.
 - 3. The existing ring and cover shall be reused if in good condition.
 - 4. Removal and replacement of the pavement.
 - 5. Excavation, backfill, and compaction.
 - 6. All materials, labor, and equipment necessary to do the work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

- A. Measurement of accepted material, complete in place shall be made as follows:
 - 1. Valves - Per each including valve stem casting and cover, excavation, setting and adjusting to grade and anchoring in place.
 - 2. Air and Vacuum Valves - Per each including threaded valve and corporation cock, pipe, fittings, meter box and cover.

3. Fire Hydrants - Per each not including pipe, fittings and valves between main line and fire hydrant.
4. Fire Hydrant Extensions - Per vertical foot, in cases where the bury of the fire hydrant is greater than 4 feet, complete in place, including rod extensions, bolts and all other required accessories.
5. Valve Boxes - Per each when not incidental to another item, including cover, excavation, setting and adjusting to grade and anchoring in place, complete in place.
6. Valve Box Rehabilitation - Per each including all applicable materials.

4.02 PAYMENT

- A. Payment for items measured above shall be made at the unit bid price as follows:
- B. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

***** END OF SECTION *****

SECTION 02571

STORM SEWER

CONCRETE PIPE

The various sizes of concrete pipe used for construction of this project shall be manufactured under ASTM Specification C76-66T for Reinforced Concrete Pipe. All reinforced concrete pipe shall be Class III unless otherwise noted. Pipe shown as "Heavy Wall" pipe shall be to specification above without reinforcing. Pipe for storm sewers shall be mortar joint unless otherwise noted.

Pipe shall be plainly marked on each section or joint of pipe with the following: pipe class, date of manufacture, trade mark or manufacturer's name and top marked for reinforced pipe with waterproof paint. Pipe shall not be delivered sooner than 72 hours after manufacturing.

The manufacturer shall perform, or have performed at his own expense, pipe tests and furnish copies of such tests to the owner's Engineer upon his request. Acceptance shall be based on ASTM Specifications C76-68, Paragraph 3. (a) (1) unless otherwise advised.

HIGH DENSITY POLYETHYLENE (HDPE) CORRUGATED SMOOTH INTERIOR PIPE

Where shown, specified, or called for on the proposal, HDPE Corrugated Smooth Interior Pipe shall be used. Pipe and fittings shall be manufactured from high density polyethylene resin which shall meet or exceed the requirements of Type III, Category 4 or 5, Grade P33 or P34, Class C per ASTM D1248. The pipe & fittings shall be manufactured in accordance with AASHTO M-294-87 or latest revisions. All pipe shall be plainly marked with manufacturer pipe, class, and trade name. Pipe and fittings shall also meet the following applicable standards: ASTM F405, ASTM F667, AASHTO M252, and shall be suitable for use under H20 and E80 live loads.

MANHOLES

Manholes shall be pre-cast concrete manufactured in accordance with ASTM Specification C478-68 or HDPE manholes as manufactured by ADS (or equal). No steps or ladders shall be furnished unless specified on plans.

Each section of manhole shall be marked with the following: M.H., date of manufacturer, and manufacturer or trade name.

Base for concrete manholes shall be concrete with reinforcing as shown on the detail sheet. Invert channels shall be smooth, accurately shaped, and in accordance with the details. Invert may be formed directly in the base of manholes. HDPE manholes shall have a factory formed base section.

Manholes on straight runs of larger pipe (where no branching or turns occur) may be constructed on top of pipe by beveling 48" manhole section to fit curvature of pipe and providing a 36" hole in top of pipe 60" or larger in diameter.

INLETS

Inlets shall be concrete Type "A" slotted type or Type "C" (modified) grate inlet type as shown on plans. Inlets may be pre-cast with permission of the Engineer. Flow line of all pipe entering or leaving inlets shall be at bottom of inlet. Manhole ring and cover in top of Type "A" inlets may be lightweight sidewalk type unless otherwise noted.

Inlet pipe shall be trimmed flush with inside of inlets, manholes or pipe. On pipe 54" or larger, inlet pipe shall be tied directly into side of pipe instead of into manhole.

TRENCH EXCAVATION

Unless otherwise ordered by Engineer, all trenches shall be excavated to a width not less than the external diameter of the pipe plus 18 inches.

Excavation shall not be carried below the required elevation. Excess excavation below the required elevation shall be backfilled at the Contractor's expense with earth, sand or gravel, as directed by the Engineer, and thoroughly tamped.

Unstable soil shall be removed and replaced with gravel which shall be thoroughly tamped. The Engineer will determine the depth of removal, and the replacement of unstable soil shall be at the Contractor's Expense.

Banks of trenches shall be vertical and in the event that bell and spigot type of pipe are used, bell holes are to be accurately located under each pipe joint, and excavated to size by hand.

PIPE LAYING

In general, pipe shall be installed at depths as shown on the plans.

Ditching and pipe laying shall be uniformly in straight line and to uniform elevation unless otherwise specified by the Engineer.

Before laying pipe, all dirt, grease and other foreign matter shall be removed from the pipe.

Before lowering pipe into the trench, pipe shall be examined for defects and defective pipe shall be rejected.

Pipe shall be subject to rejection on account of failure to conform to any of the specification requirements, or on account of any of the following:

- (a) Fractures or cracks passing through the shell, except that a single end crack that does not exceed the depth of the joint shall not be cause for rejection. If a single end crack that does not exceed the depth of the joint exists in more than 5% of the pipe inspected, however, the defective pipe shall be rejected.

- (b) Defects that indicate imperfect mixing or molding.
- (c) Surface defects indicating honey combed or open texture.
- (d) Spalls deeper than one-half of the depth of joint. If spalls not deeper than one-half the depth of joint exist in more than 10% of the pipe, the defective pipe shall be rejected.
- (e) Exposure to the circumferential reinforcement when such exposure would indicate that the reinforcement is misplaced.
- (f) The complete absence of distinct web-like markings, which is indicative of a possible deficiency of water in the concrete mix from the external surface of pipe made by the packer-head or machine-tamp process.

After each joint is completed, Contractor may proceed with hand tamping of backfill to a point of 6 inches above pipe or sanding as outlined in section "Backfilling". All joints, however must remain exposed until pipe laying and joints have been inspected by the Engineer.

After the pipe is laid, care should be taken to avoid entrance of dirt, water or small animals by use of tight bulk heads in all openings.

JOINTING

If the bell and spigot type of joint is used, the first pipe (downstream) should be bedded to established line and grade with the bell upstream. Interior surface of the bell is to be thoroughly cleaned with a wet brush and the lower portion filled with a stiff mortar of sufficient thickness to make the inner surface of the abutting sections flush and even when pipes are laid.

The spigot end of the second pipe must be thoroughly cleaned with a wet brush and uniformly matched into the bell so that the sections are closely fitted. The annular space in the bell is then filled with mortar and the inner surface of the pipe at the joint brushed smooth.

If the tongue and groove type of joint is used, the first pipe (downstream) should be laid to establish alignment with the groove upstream. A shallow excavation should be made underneath the pipe at the joint and this space should be filled with mortar. The end of the second pipe will be laid into the mortar at the joint.

The groove end of the first pipe must be thoroughly cleaned with a wet brush, and while in a horizontal position, a layer of soft mortar applied to the upper half of the tongue.

The tongue end of the second pipe is then inserted into the groove end of the first pipe until the mortar is squeezed out on the interior and exterior surfaces. The interior surface of the pipe at the joint is then brushed smooth.

External Bands – The outer surface of the pipe at the joints must be thoroughly cleaned with a wet brush to assure proper band of the mortar with the concrete surface. This banding

operation must be carried out four or five pipe lengths behind the laying operation in order to prevent movement of the pipe and consequent loosening of the band. Bands should have a thickness of at least 6 inches.

JOINTING MATERIAL

Portland cement mortar consisting of one part Portland cement to two parts sand should be used.

Completed Joints – Completed joints should be protected immediately from air and sun with an initial covering of moist earth, sand, canvas, burlap or suitable chemical spray. If not backfilled at once, the joint mortar should be cured for 48 hours.

Jointing Mastic such as Tal-Cote or similar products may be used instead of mortar.

BACKFILL

Backfill should be placed evenly around and over pipe in maximum layers of 6-inch thickness. Each layer shall be thoroughly and carefully tamped until six inches of cover exists over pipe. Remainder of backfill material may be handled by machine, care being taken not to drop large quantities of backfill material on the pipeline until initial cover of at least 2 feet or more over the top of the pipe has been made. Ponding may be used as a method of settling backfill where practical. Final mound of backfill earth approximately six inches higher than adjacent ground level, shall be left over the immediate area of trench excavation. Backfill shall be 95% Standard Protector.

PIPE CRADLE

Pipe shall be cradled only upon instructions from the Engineer.

HIGHWAY CROSSINGS

Storm sewer lines crossing state or federal highways, shall meet the requirements of the Texas Highway Department as regards to pavement cutting, replacing, backfill, and the provision for suitable barricades, detours, flares, etc. The Highway Department shall be notified of the intended dated of cutting or crossing the Highway, after permission to cross has been obtained.

RAILROAD CROSSING

Either Class IV reinforced concrete pipe or corrugated metal pipe may be used, as shown on the plans. These crossings are to be made in accordance with the requirements of the railroad company.

CITY STREET CROSSINGS

Storm sewer lines located on or crossing city streets shall be provided with adequate barricades, detours, flares, during construction.

Pavement replaced should be equal in quality, quantity, type and thickness to that which was removed.

GRADE CONFLICTS

Where grade conflicts occur with sanitary sewer lines, the sanitary sewer shall have precedence. The existing V.C. sewer pipe shall be replaced with equal size of cast iron pipe and a manhole constructed around the sanitary sewer line, cast iron pipe replacement shall be set of grade and supported to natural ground or the walls of the manhole. Conflicts with water lines that cannot be rerouted will be crossed in a similar manner. Backfilling outside manhole shall be done in such manner that no settlement of sewer or water line will occur at a later date.

***** END OF SECTION *****

SECTION 02575

MANHOLES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. This work shall consist of materials for and the installation of manholes for sanitary and storm sewer systems.
- B. Manholes shall be constructed in accordance with the design and details shown on the plans and as herein after provided.
- C. Precast concrete cone units may be used on brick, concrete block, and poured concrete manholes, where specified.
- D. Invert elevations shall not vary more than 0.05 feet from the grade designated by the ENGINEER.
- E. Manholes will not be constructed with cast in place steps. Where steps are required by the ENGINEER, the steps will be installed after the manhole has been constructed. The step used shall be a 1/2" grade 60 steel reinforcing rod encapsulated in a co-polymer poly-propylene as manufactured by M.A. Industries, Inc. (Model #P-2-PFS) or equal as approved by the ENGINEER. Installation of the steps shall be as recommended by the manufacturer.

PART 2 - PRODUCTS

2.01 GENERAL:

- A. All cement used shall be Type II or approved equal.
- B. All manhole foundations or bases shall be concrete and constructed as shown on the plans and in no case shall the thickness be less than 6 inches.

2.02 BRICK MANHOLES

- A. Unless otherwise specified, manholes described herein shall be constructed of grade MS Brick and Type M Concrete Mortar.

2.03 CONCRETE MANHOLES

- A. Precast Manholes & Sections
 - 1. Construct eccentric or concentric top manholes as indicated of precast pipe on conformance with ASTM C-478 using Type II Portland Cement.

2. Construction details as indicated on the plans.
3. Provide factory fabricated block-outs at base or cast-in-place rubber gasket for connection of required sewer line.
4. Minimum wall thickness will be 5 inches.
5. Concrete in foundation shall comply with Section 03300. Reinforcing steel shall comply with Section 03330.

B. Cast-in-Place Manholes

1. Concrete shall comply with Section 03300.
2. Reinforcing Steel shall comply with Section 03330.
3. Construction details as indicated (D-2).
4. Minimum wall thickness will be 5 inches.
5. Provide cast-in-place rubber gasket for connection of required sewer line.

C. Precast Concrete Manhole Bases

1. Precast concrete manhole bases may be used when approved by the ENGINEER. If approved, it shall be with the understanding that the CONTRACTOR shall be responsible for placing the bases at the specified elevation, location, and alignment.
2. Precast bases shall be manufactured with cast-in-place sewer pipe gaskets, such as: "A-LOK" or approved equal.

2.04 COATING OF MANHOLES:

A. Exterior of Manholes

1. Exterior coating of manholes shall be required in all cases.
2. The coating shall be a waterproofing type of bitumastic or asphaltic material, as approved by the ENGINEER.
3. Application shall be in accordance with the manufacturer's published recommendations.

B. Interior of Manhole

1. Interior coating of manholes shall be required as noted in the plans or as directed by the ENGINEER.
2. Coating shall be in accordance with the manufacturer's published recommendations.

C. Plastering of Manholes

1. The work shall include the coating of the surface of existing brick or block manholes with plaster as required on the plans or directed by the ENGINEER.

2.05 FRAMES, GRATES, RINGS AND COVERS:

A. Welded Steel

1. Welded steel grates and frames shall conform to the member, size, dimensions and details indicated and shall be welded into an assembly in accordance with those details.
2. Steel shall conform to the requirements of ASTM A 36.

B. Castings

1. Castings, whether Carbon-Steel, Gray Cast Iron or Ductile Iron shall conform to the shape and dimensions indicated and shall be clean substantial castings, free from sand or blowholes or other defects. Surfaces of the castings shall be free from burnt on sand and shall be reasonable smooth.
2. Runners, risers, fins and other cast on pieces shall be removed from the castings and such areas ground smooth.
3. Bearing surfaces between manhole rings and covers or grates and frames shall be cast or machined with such precision that uniform bearing shall be provided throughout the perimeter area of contact.
4. Pairs of machined castings shall be march marked to facilitate subsequent identification at installation.
5. Steel castings shall conform to ASTM A 27, "Mild to Medium Strength Carbon Steel Castings or General Application". Grade 70-36 shall be furnished unless otherwise specified.
6. Cast iron castings shall conform to ASTM A 48, "Gray Iron Castings", Class 30.
7. Ductile Iron castings shall conform to ASTM A 536, "Ductile Iron Castings". Grade 60-40-18 shall be used unless otherwise indicated.

C. Rings

1. Adjusting rings shall conform to ASTM A 536, "Gray Iron Castings"

D. Nuts and Bolts

1. Commercial grade galvanized nuts and bolts shall be as indicted. The zinc coating shall be uniform in thickness, smooth and continuous.

E. Mortar

Mortar for bedding castings shall consist of 1 part cement and 3 parts sand meeting the requirements of fine aggregate Grade No. 1 in Section 03300.

F. Manhole Accessories

1. Manhole lid and cover:
 - a. Gray cast iron, with minimum clear opening 24-inches.
 - b. Use Neenah R-1916-F or approved equal for bolted covers.

- c. Use Neenah R-1670-D for lids not requiring bolting feature.
 - d. Provide anchor bolt holes for exposed manhole tops.
2. Manhole Rings - provide minimum of three throat rings between cone and manhole lid and cover.
 3. Coating - interior concrete surfaces will be protected by two applications of Inerol Standard as manufactured by the Inerol Company, Inc., or equal as approved by ENGINEER.

PART 3 - EXECUTION

3.01 GENERAL:

- A. Foundations to be poured in place.
- B. Construct manhole foundation and channel inverts integrally. See Standard Details included herein.
- C. Precast manhole sections may be installed after foundation concrete has attained 75% of design strength.
- D. Forms for cast-in-place manhole may be installed after foundation concrete has attained 75% if design strength.
- E. Manhole foundation and manhole may be installed simultaneously if manhole section is supported on concrete blocks and foundation concrete placed under and around bottom section.
- F. Completely fill joints with pre-formed plastic gasket.
- G. Heat materials in freezing weather and protect work from cold; maintain temperature of work at 40⁰ F. for at least 24 hours after placing.
- H. Invert Channels:
 1. Form invert channel as indicated.
 2. Make changes in direction of flow with smooth curves of as large a radius as size of manhole permits.
 3. Make changes in size and grade smoothly and uniformly.
 4. Slope floor of manhole adjacent to channels in drain thereto.
 5. Finish channel bottom smoothly without roughness, irregularity, or pockets.
- I. Pipe Connection:
 1. Make watertight.
 2. Use rubber gasket.
 3. All connections shall be at flowline of manhole.

J. Exterior Pipe Support:

1. Support vitrified clay pipe on concrete cradle from manhole connection to first joint on each side of manhole as indicated.
2. Provide pipe joint within 18 inches of manhole wall.

K. Castings, frames, and fittings:

1. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed.
2. The unit shall be protected until mortar or concrete is set.

L. Coatings shall be applied after ENGINEER's approval of structure.

M. Oil foundations, one foot beyond perimeter of concrete to base shall be compacted to a depth of one foot to 95% maximum density of ASTM D 1557.

3.02 BRICK MANHOLES:

- A. Brick shall be clean, saturated surface dry before laying and shall be laid on a full mortar bed with "push joints".
- B. In no event will slushing or grouting of a joint be permitted nor shall a joint be made by working in mortar after the brick has been laid.
- C. Joints between the courses of bricks in manholes and other structures shall be as nearly as possible to a uniform thickness of 3/8 inch.
- D. The inside and outside of all brick sewer structures shall be neatly plastered with Type M mortar 1/2 inch thick and curved.
- E. Brick work shall not be laid upon a concrete foundation less than 24 hours after such foundation has been poured.
- F. No brick work shall not be laid in water nor, except as prescribed for curing, shall water be allowed to stand or run on any brick work until the mortar has thoroughly set.
- G. Where new work is joined to existing unfinished work, the contact surfaces of the latter shall be thoroughly cleaned and moistened.

3.03 CONCRETE MANHOLES:

- A. Manholes constructed of poured concrete (reinforced or non-reinforced) or precast reinforced concrete risers and tops shall comply with the requirements of ASTM C 478.
- B. Circular precast manhole sections shall be provided with a rubber or mastic gasket to seal joints between sections.

- C. All lifting holes, except Type "C" manhole cover lids, and gaps at joints shall be filled with a non-shrink grout.

3.04 ABANDONMENT OF MANHOLES:

- A. Abandonment of manhole, which is part of a sewer line being abandoned, shall entail the following work and materials:
 - 1. Manhole will not be removed but will be abandoned in place.
 - 2. All manhole inlet and outlet lines shall be plugged with a 12-inch thick concrete or concrete mortar plug.
 - 3. Salvageable material shall be stockpiled on the job site. The CONTRACTOR shall contact Public Works Department to arrange for a representative to inspect the materials for usability. Salvageable materials shall be transported by the CONTRACTOR to the County yards. CONTRACTOR will receive a receipt for the turned-in materials. Receipts will be submitted to the ENGINEER prior to final acceptance of the Project.
 - 4. Unusable materials will be disposed of by the CONTRACTOR.
 - 5. Manhole bottom will be pulverized, as directed by the ENGINEER.
 - 6. The manhole shall be filled with cement treated base (CTB) material to the bottom elevation of the asphalt base course of the pavement or to the ground surface level.
 - 7. All labor, materials and equipment necessary to complete this work shall be furnished by the CONTRACTOR.
 - 8. For historical information the ENGINEER shall have a survey performed which will locate the abandoned manhole, relative to permanent survey markers or as directed by the ENGINEER.

3.05 MANHOLE REHABILITATION IN REPLACEMENT WORK:

- A. The work under this item shall be to replace the existing manhole frame and cover and to place a concrete pad around the existing manhole as required per the construction plans.
- B. This work will be done only when an existing manhole is encountered in the normal course of the replacement work that has a light weight, vented, multi-holed manhole cover.
- C. This work shall include the following:
 - 1. Remove any and all existing brick under frame and replace with new Grade MS brick as necessary to bring new frame and cover up to street grade.
 - 2. Remove and replace existing concrete pad, or construct a new pad.
 - 3. Remove existing manhole steps and if manhole is greater than 10 feet deep, new steps will be installed.
 - 4. Remove and replace pavement.
 - 5. Excavation and compaction of backfill as necessary.
 - 6. All materials, labor and equipment necessary to do the work under this item shall be furnished by the CONTRACTOR.

- D. The work and materials under this item shall be done according to the manner set forth in the Standard Detail Drawings and other sections of these specifications.
- E. Salvageable material shall be stockpiled on the job site. The CONTRACTOR shall contact the Public Works Department to arrange for a representative to inspect the materials for usability. Salvageable materials shall be transported by the CONTRACTOR to the County Yards. CONTRACTOR will receive a receipt for the turned-in materials. Receipts will be submitted to the ENGINEER prior to final acceptance of the Project. Unusable materials will be disposed of by the CONTRACTOR.

3.06 MANHOLE DATA SHEET:

- A. Before this work is accepted, the CONTRACTOR shall provide to the ENGINEER a completed manhole data sheet for each new manhole constructed.
- B. Manhole data sheet as shown in Exhibit 02575-1 will be completed in accordance with the following instructions.
 - 1. A Manhole Data Sheet will be prepared for each manhole constructed.
 - 2. The original copy of the Data Sheet will be filed with the ENGINEER. Distribution of copies will be made to all interested parties.
 - 3. The Manhole Number will be assigned by the ENGINEER.
 - 4. Manhole Type is the general description of the manhole, e.g.: 6 foot diameter Type E as per Standard Detail Drawings.
 - 5. Manhole cover Size is the nominal diameter of the manhole cover. Type, Model and Pattern refers to the manufacturer, material made of, model number and design pattern to identify the identical manhole cover for replacement.
 - 6. Section 3 requires the name of the CONTRACTOR, the name of the foreman, and the name of the inspector actually responsible for the construction of the manhole.
 - 7. Under "Project Name" is the work order number under this contract.
 - 8. Date Warranty Begins is the official date of acceptance of the Project or portion of the Project or portion of the Project of which this manhole was a part.
 - 9. Date Warranty expires is the expiration date under the Contract for requiring warranty repairs.
 - 10. Street Location: Give both block number and street name. For manholes in intersections give both streets. The "Remarks" section may be used for further clarification of manhole location.
 - 11. Disregard the section of coordinate location. To be filled in by the OWNER at a later date.
 - 12. All applicable items on the Manhole Data Sheet should be filled in. However, accuracy is more important than filling in blank spaces. Therefore, if an item is unknown and cannot be determined, leave the space blank.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. New Manholes

1. Manholes of 4-foot, 6-foot or 8-foot diameters shall be measured per each within the following increments of depth: 3 to 6 feet, 7 to 10 feet and 11 to 14 feet.
2. Manholes which are greater in depth than 15 feet shall be measured by the vertical foot.
3. Measurements will be made to the nearest foot and will be from the manhole rim elevation to the manhole invert elevation.

B. Elevation Adjustments

1. When a new manhole is installed, no measurement or payment will be made for rim elevation adjustment to conform to street surface grades.
2. The following measurements for rim elevation adjustments on existing manholes will be made as follows:
 - a. Adjustment to a manhole frame by the addition of adjustment ring(s) will be measured per inch of adjustment ring.
 - b. Leveling brick adjustment will be measured per inch of adjustment.
 - c. Adjustment of manhole cone and/or barrel will be measured by the manhole diameter per vertical foot.

C. Manhole Coating

1. Plastering will be measured per square foot of surface area covered.
2. Polyurethane protective coatings will be measured as provided in section 02590.

D. Manhole Steps

1. Where required, manhole steps will be measured per installed step.

E. Abandonment of Manholes

1. Abandonment of manholes will be measured per each for the work specified.

F. Manhole Rehabilitation

1. Manhole rehabilitation will be measured per each for the work specified.

4.02 PAYMENT

- A. The accepted quantities for manholes shall be paid for as follows:
1. Payment for manholes 14-feet deep or less will be made on the unit price per manhole diameter per depth increment as specified in the Bid Proposal.
 2. Payment for manholes 15-feet in depth or greater will be made on the unit price per manhole diameter per vertical foot.
 3. Payment for any diameter or depth will include: excavation, compacted backfilling, shelving, cover or cone, leveling bricks, frame and cover, and concrete pad or collar.
- B. Elevation Adjustments
1. The following payments for accepted quantities of rim elevation adjustments on existing manholes will be as follows:
 - a. Adjustment of a manhole frame by addition of adjustment ring(s) will be paid for at the unit bid price per inch of adjustment ring.
 - b. Leveling brick adjustment will be paid for at the unit bid price per inch of adjustment.
 - c. Adjustment of manhole cone and/or barrel will be paid for at the unit bid price per manhole diameter per vertical foot.
- C. Manhole Coating
1. Plastering of the interior of manholes will be paid for at the unit bid price per square foot of surface area covered.
 2. Coating of the exterior manhole with bitumastic or asphaltic material will be considered incidental to the appropriate manhole with no payment thereof.
 3. Polyurethane protective coatings will be paid for as provided in Section 02590.
- D. Manhole Steps
1. Manhole steps, where required, will be considered incidental to the appropriate manhole with no direct payment therefore.
- E. Payment for abandonment of manholes will be paid for at the unit price per each for the work specified.
- F. Payment for manhole rehabilitation will be paid for at the unit price per each for the work specified.
- G. As required, the following items will be included in the unit price per appropriate adjustment: pavement removal and replacement, excavation, compacted backfilling, concrete collar or pad, leveling bricks, adjusting rings, and/or frame and cover.

- H. Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required including polyurethane protective coating if not included as a separate pay item. All in accordance with the plans and specifications herein.

***** END OF SECTION *****

SECTION 02580

STORM SEWER APPURTENANCES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. This work shall consist of furnishing and installing appurtenances except manholes, for storm sewers in accordance with details on the plans and as specified herein as directed by the ENGINEER.
- B. The various types of structures and appurtenances such as inlets, headwalls, energy dissipators, etc. are designated on the plans by letters or by numbers indicating the particular design of each. Each type shall be constructed in accordance with the details indicated and to the depth required by the profiles and schedules given.

PART 2 - PRODUCTS

2.01 GENERAL:

- A. The construction plans will specify the size and material for the pipe between the storm sewer main and the storm water collection structure.
- B. The various types of storm inlets and their relation to curb and gutter, or valley gutter are shown on the Standard Detail Drawings. Construction plans will identify the type to be constructed.
- C. Grating size, material, and configuration shall conform to the Standard Detail Drawings.

2.02 MATERIALS:

A. Concrete

- 1. Concrete for cast in place miscellaneous structures shall be Class A concrete when used with precast pipe sewer construction and Class C concrete when used with monolithic pipe sewer construction.
- 2. Concrete for precast structures shall be 4000 psi and comply with the applicable requirements of ASTM C 478.

B. Mortar:

- 1. Mortar shall be composed of 1 part Portland Cement and 2 parts clean, sharp mortar sand suitably graded for the purpose by conforming in other respects to the provisions of Section 03300 for fine aggregate.

2. Hydrated lime or lime putty may be added to the mix, but in no case shall it exceed 10 percent by weight of the total dry mix.

C. Reinforcement:

Reinforcing Steel shall conform to Item 440.

D. Brick:

1. Bricks shall be of first quality, sound, hard-burned brick. Shale bricks, if used, shall be homogeneous, thoroughly and uniformly burned.
2. Bricks shall not absorb more than 17 percent of water by weight submerged in water for 24 hours, having been in a completely dry state prior to placing in water.
3. Clay brick shall conform to the requirements of ASTM C 62, Grade SW. concrete brick meeting the requirements of ASTM C 55, Grade A, shall be acceptable.

E. Concrete Block:

Concrete blocks when indicated shall conform to ASTM C 139.

F. Frames, Grates, Rings and Covers:

Frames, grates, rings and covers shall conform to Section 02575 and 02577.

G. Miscellaneous Items:

Cast iron for supports, steps and inlet units shall conform to the shape and dimensions indicated. The casting shall be clean and perfect, free from sand or blow holes or other defects. Cast iron casting shall meet the requirements of ASTM A 48, Class 30. Steel for temporary covers when used with Stage Construction shall be adequate for the loads imposed.

PART 3 - EXECUTION

3.01 INSTALLATION OF DRAINAGE FACILITIES:

- A. Excavation and backfilling for the storm inlet shall be accomplished in accordance with Section 02221.
- B. Trenching, backfilling, and compaction for the connecting pipe between the storm sewer main and the storm inlet shall conform to the specifications contained in Section 02221. Pipe shall be installed in accordance with Section 02572.
- C. All pipe and structures shall be installed per location and elevations, as shown on the construction plans. If during the course of installation, an underground obstruction (i.e., existing utility line) the work shall stop and the ENGINEER shall be immediately notified so that the problem can be resolved.

- D. Direct connection to storm sewer main will be permitted if the main is a minimum of 36 inches in diameter (I.D.) and the connecting line is not greater than 12-inches (I.D.). If storm sewer mains are 48 inches (I.D.) or larger, the connecting line diameter may be increased to 18 inches (I.D.). For connecting line sized greater than those specified above, the connecting to the main will be made into a manhole or by inserting into the main a factory constructed way. Connection to the main will comply with the Standard Detail Drawings.
- E. Removal of curb and gutter and sidewalk for installation of a storm inlet shall be made at a scored or full depth joint.
- F. Existing pavement removal and replacement shall conform to Section 02572, 02575, 02601 and 02612 and shall conform to residential or arterial pavement sections of the same material (asphalt or Portland Cement concrete) as the existing pavement.
- G. No width greater than 1/2 inch will be permitted between the inlet grate and the roadside portion of the inlet frame.
- H. Private drainage facility installations, which are to be constructed under the authorization of "Drainage Facilities within Public Right-of-Way," shall comply with the Standard Detail Drawings and appropriate sections of this publication.
- I. The construction inlets shall be done as soon as is practicable after sewer lines into the inlet are complete. All sewers shall be cut neatly at the inside face of the walls of the inlet and pointed up with mortar.
- J. Bases for cast in place inlets may be placed prior to or at the CONTRACTOR'S option after the sewer is constructed.
- K. The inverts passing out or through an inlet shall be shaped and grout across the floor of the inlet as indicated. This shaping may be accomplished by adding shaping mortar or concrete after the base is cast or by placing the required additional material with the base.
- L. All miscellaneous structures shall be completed in accordance with the details indicated. Backfilling to original ground elevation shall be in accordance with the provisions of the appropriate items and as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

- A. Pavement removal and replacement will be measured by the square yard.
- B. Trenching, backfilling and compaction will not be measured or paid, but will be considered incidental to other items.
- C. Frame, grates, rings and covers will not measured or paid, but will be considered

incidental to other items.

- D. Connecting pipe shall be measured by the linear foot along centerline of pipe from the main side wall of the inlet to the centerline of the main.
- E. Storm sewer inlets shall be measured per each for the type and size specified.
- F. All miscellaneous structures satisfactorily completed in accordance with the plan and specifications will be measured as complete units per each.

4.02 PAYMENT:

- A. The accepted quantities of pavement removal and replacement shall be paid for at the unit bid price per square yard per type of replacement paving material.
- B. The accepted quantities of connecting pipe shall be paid at the unit bid price per linear foot per type and size of pipe, and shall include pipe in place and all necessary jointing materials.
- C. The accepted quantities of storm inlets will be paid at the unit price per each per type of storm inlet, and shall include: structure, grating, excavation, backfilling and compaction, and curb removal and replacement, as defined in Bid Proposal.
- D. The accepted quantities of special complete structures shall be paid at the unit bid price per each.
- E. Compensation, whether by contract pay item or incidental work will be for furnishing all material, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

****** END OF SECTION ******

SECTION 02601

FLEXIBLE BASE

PART I - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. This work shall consist of furnishing and placing a foundation course for surface courses or for other base courses.
- B. Flexible base shall be composed of either caliche (argillaceous limestone, calcareous or calcareous clay particles, with or without stone, conglomerate, gravel, sand or other granular materials), crushed stone, gravel, iron ore topsoil, shell, or crushed slag.
- C. Flexible base shall be constructed as specified herein in one or more courses in conformance with details, lines and grades shown on the plans, and as established by the ENGINEER.

PART 2 -PRODUCTS

2.01 MATERIALS:

- A. Materials for flexible base shall be crushed or un-crushed as necessary to comply with the requirements hereinafter specified.
- B. Materials shall consist of durable course aggregate particles mixed with approved binding materials.

2.02 LIME STABILIZATION:

- A. Where shown on the plans, or directed by the ENGINEER, material for flexible base shall be lime stabilized in accordance with the provisions of Section 02240.

2.03 TYPES:

- A. Type A - Crushed or broken aggregate (excluding gravel aggregate).
- B. Type B - Gravel Aggregate
- C. Type C - Iron Ore Topsoil
- D. Type D - Shell Aggregate with Sand Admixture
- E. Type E - Shell Aggregate with Sand and Caliche Admixture
- F. Type F - Caliche

G. Type G - Crushed Slag

H. Unless otherwise noted on the plans, the CONTRACTOR may use any one type of these types provided the material used meet the requirements set forth in the specification test limits herein.

2.04 GRADES:

- A. Unless otherwise shown on the plans or directed by the ENGINEER, the final course of base material shall consist of Grades 1,2,3, or 4, as specified in Table 02601-1.
- B. Base courses or sub-base materials, unless otherwise noted on the plans or directed by the ENGINEER, may consist of Grades 1, 2, 3, or 4, as specified in Table 02601-1.
- C. All grades shall, when tested in accordance with standard laboratory test procedures, meet the physical requirements set forth in Table 02601-1.
- D. Testing of flexible base materials shall be in accordance with the following test procedures:

<u>TEST</u>	<u>TESTING PROCEDURE</u>
Preparation for soil constants and sieve analysis	TEX-101-E
Liquid Limit	TEX-104-E
Plastic Limit	TEX-105-E
Plasticity Limit	TEX-106-E
Sieve Analysis	TEX-110-E
Wet Ball Mill	TEX-116-E
Triaxial Tests	TEX-117-E (Part I or II)

- E. Unless otherwise specified on the plans, samples for testing the material for Soil constants, Gradation and Wet Ball Mill shall be taken prior to the compaction operations.
- F. Unless otherwise specified on the plans, samples for triaxial tests shall be taken from the stockpile or from production, as directed by the ENGINEER, where stockpiling is required and from production where stockpiling is not required.

TABLE 02601-1

PHYSICAL REQUIREMENTS FOR FLEXIBLE BASE MATERIALS

GRADES				
TYPES	GRADE 1:	GRADE 2:	GRADE 3:	GRADE 4:
	(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.	(Unspecified Triaxial Class)	
TYPE A	Retained on Sq. Sieve %	Retained on Sq. Sieve %	Retained on Sq. Sieve %	
Crushed or Broken Aggregate (excluding gravel aggregate)	1-3/4"..... 0 7/8"..... 10-35 3/8"..... 30-50 No. 4 45-65 No. 40 70-85 Max LL..... 35 Max PI..... 10 Wet Ball Mill Max Amt..... 40 Max Increase in Passing No. 40 20	1-3/4"..... 0-10 No. 4 45-75 No. 40 60-85 Max LL 40 Max PI 12 Wet Ball Mill Max. Amt..... 50 Max Increase in Passing No. 40 20	1-3/4" 0-10 No. 40 60-85 Max LL 45 Max PI..... 15 Wet Ball Mill Max. Amt..... 55 Max. Increase in Passing No. 40 20	As Shown On Plans
TYPE B	Retained on Sq. Sieve %	Retained on Sq. Sieve %	Retained on Sq. Sieve %	
Gravel Aggregate		1-3/4"..... 0-10 No. 4 30-75 No. 40 70-85 Max LL 35 Max PI 12	1-3/4" 0-5 No. 4 30-75 No. 40 65-85 Max. LL 35 Max. PI..... 12	As Shown On Plans
TYPE C	Retained on Sq. Sieve %	Retained on Sq. Sieve %	Retained on Sq. Sieve %	
Iron Ore Topsoil		2-1/2"..... 0 No. 40 50-85 Max. LL 35 Max. PI 12	2-3/4" 0 No. 40 45-85 Max. LL 35 Max. PI..... 12	As Shown On Plans

TABLE 02601-1 CONT'D

TYPE D	Retained on Sq. Sieve	%	Retained on Sq. Sieve	%	
Sand-Shell	1-3/4".....	0-10	1-3/4".....	0-10	As Shown On Plans
	No. 4.....	45-65	No. 40.....	45-65	
	No. 40.....	50-70	Max. LL.....	35	
	Max. LL.....	35	Max. PI.....	12	
	Max. PI.....	12			
TYPE E	Retained on Sq. Sieve	%	Retained on Sq. Sieve	%	
Shell with Sand and Caliche	1-3/4".....	0	1-3/4".....	0	As Shown On Plans
	No. 40.....	45-65	No. 40.....	45-65	
	Max. LL.....	35	Max. LL.....	35	
	Max. PI.....	10	Max. PI.....	12	
TYPE F	Retained on Sq. Sieve	%	Retained on Sq. Sieve	%	
Caliche	1-3/4".....	0	1-3/4".....	0	As Shown On Plans
	No. 4.....	45-75	No. 40.....	50-85	
	No. 40.....	50-85	Max. LL.....	40	
	Max. LL.....	40	Max. PI.....	12	
	Max. PI.....	12			
TYPE G					
Crushed Blast Furnace Slag					As Shown On Plans

G. The limits establishing reasonable close conformity with the specified gradation and plasticity index are defined by the following:

1. The ENGINEER may accept the material, providing not more than 2 of 10 consecutive gradation tests performed are outside the specified limits on any individual or combination of sieves by no more than 5% and where no two consecutive tests are outside the specified limits.
2. The ENGINEER may accept the material providing not more than 2 of 10 consecutive plasticity index samples tested are outside the specified limit by no more than two points and where no two consecutive tests are outside the specified limit.

2.05 STOCKPILING:

- A. When specified on the plans, the material shall be stockpiled prior to delivery on the road. The stockpile shall be not less than the height indicated and shall be made up of layers of material not to exceed the depth shown on the plans.
- B. After a sufficient stockpile has been constructed as specified on the plans, the CONTRACTOR may proceed with loading from the stock- pile for delivery to the road.
- C. In loading from the stockpile for delivery to the road, the material shall be loaded by making successive vertical cuts through the entire depth of the stockpile.
- D. If the CONTRACTOR elects to produce the Type a material from more than one material or more than one source, each material shall be crushed separately and placed in separate stockpiles so that at least 75 percent of the material in the course aggregate stockpiles will be retained on the No. 4 sieve and at least 70 percent of the material in the fine aggregate stockpile will pass the No. 4 sieve.
- E. The materials shall be combined in a central mixing plant in the proportions determined by the ENGINEER to produce a uniform mixture which meets all of the requirements of the specification. In the event that combinations of the materials produced fail to meet all of the specification requirements, the CONTRACTOR will be required to secure other materials which will meet specifications requirements.
- F. The central mixing plant shall be either the batch or continuous flow type, and shall be equipped with feeding and metering devices which will add the materials into the mixer in the specified quantities.
- G. Mixing shall continue until a uniform mixture is obtained.

PART 3 - EXECUTION

3.01 PREPARATION OF SUBGRADE:

- A. Type roadbed shall be excavated and shaped in conformity with the typical sections shown on the plans and to the lines and grades as established by the ENGINEER.
- B. All unstable or otherwise objectionable material shall be removed from the sub-grade and replaced with approved material.
- C. All holes, ruts and depressions shall be filled with approved material and, if required, the sub-grade shall be thoroughly wetted with water and reshaped and rolled to the extent directed in order to place the sub-grade in an acceptable condition to receive the base material.
- D. The surface of the sub-grade shall be finished to line and grade as established and in conformity with the typical section shown on plans, and any deviation in

excess of 1/2 inch in cross section and in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

- E. Sufficient sub-grade shall be prepared in advance to insure satisfactory prosecution of the work.
- F. Material excavated in the preparation of the sub-grade shall be utilized in the construction of adjacent shoulders and slopes or otherwise disposed on as directed, and any additional material required for the completion of the shoulders and slopes shall be secured from sources indicated on plans or as directed by the Engineer.

3.02 PLACEMENT OF FIRST COURSE - TYPE A, TYPE B, TYPE C, TYPE F, AND TYPE G MATERIAL:

- A. Immediately before placing the base material, the sub-grade shall be checked as to conformity with grade and section.
- B. The material shall be delivered in approved vehicles of a uniform capacity, and it shall be the charge of the CONTRACTOR that the required amount of specified material shall be delivered in each 100- foot station.
- C. Material deposited upon the sub-grade shall be spread and shaped the same day.
- D. In the event inclement weather or other unforeseen circumstances render impractical the spreading of the material during the first 24-hour period, the materials shall be scarified and spread as directed by the Engineer.
- E. The material shall be sprinkled, if directed, and shall then be bladed, dragged and shaped to conform to typical sections as shown on plans.
- F. All areas and "nests" of segregated coarse or fine material shall be corrected to removed and replaced with well graded material, as directed by the ENGINEER.
- G. If additional binder is considered desirable or necessary after the material is spread and shaped, it shall be furnished and supplies in the amount directed by the ENGINEER. Such binder material shall be carefully and evenly incorporated with the material in place by scarifying, harrowing, brooming or by other approved methods.
- H. The course shall be compacted by method of compaction hereinafter specified as the "Ordinary Compaction" method or the "Density Control" method of compaction as indicated on the plans, or as directed by the ENGINEER.
 - 1. When the "Ordinary Compaction" method is to be used, the following provisions shall apply:
 - a) The course shall be sprinkled as required and rolled as directed until a uniform compaction is secured. Throughout this entire operation,

the shape of the course shall be maintained by blading and the surface upon completion shall be smooth and in conformity with the typical sections shown on plans and to the established lines and grades.

- b) In that area on which pavement is to be placed, any deviation in excess of 1/4 inch in cross section in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.
- c) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

2. When the "Density Control" method of compaction is to be used, the following provisions shall apply:

- a) The course shall be sprinkled as required and compacted to the extent necessary to provide not less than the percent density as hereinafter specified under "Density".
- b) In addition to the requirement specified for density, the full depth of the flexible base shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment.
- c) After each section of flexible base is completed, tests as necessary will be made by the ENGINEER. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements.
- d) Throughout this entire operation, the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical sections shown on the plans and to established lined and grades.
- e) In that area on which pavement is to be placed, any deviation in excess of 1/4 inch in cross section in a length of 16 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.
- f) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

- I. Should the base course, due to any reason or cause, lose the required stability, density or finish before the surfacing is complete, it shall be re-compacted and refinished at the sole expense of the CONTRACTOR.

- J. Where Type C material is used, the material shall be scarified, thoroughly wetted, mixed, manipulated, and bladed so as to secure a uniformly wetted material, and pulled in over the sub-grade in courses and set under the action of blading and rolling. The work of mixing, blading, rolling, shaping, and subsequent maintenance shall be performed by the continuous use of sufficient number of satisfactory rollers and power maintainers with adequate scarifier attachments.

3.03 PLACEMENT OF FIRST COURSE - TYPE D MATERIAL:

- A. Immediately before placing the base material, the sub-grade shall be checked as to conformity with grade and section, and corrections made if necessary.
- B. All materials shall be delivered in approved vehicles of a uniform capacity.
- C. The required amount of shell shall be uniformly spread across the section and allowed to dry sufficiently to insure proper slaking and mixing of the binder material. Immediately upon completion of the drying period, as determined by the ENGINEER, the specified amount of sand admixture as required to produce a combined material meeting the requirements hereinbefore specified, shall be spread uniformly across the shell.
- D. The material shall then be sprinkled as required and thoroughly mixed by blading and harrowing, or other approved methods.
- E. Failure to proceed with the placing of sand admixture or mixing and placing operations will be grounds for the suspension of placing of shell.
- F. Under no conditions will the CONTRACTOR be allowed to place an excessive amount of shell without proceeding with the mixing and placing operations.
- G. The course shall be compacted by the method of compaction hereinafter specified as the "Ordinary Compaction" method or the "Density Control" method of compaction as indicated on the plans, or as directed by the ENGINEER.
 - 1. When the plans indicate that the "Ordinary Compaction" method is to be used, the following provisions shall apply:
 - a) After mixing, all material shall be windrowed, and then spread over the section in layers.
 - b) The layer shall not exceed 2 inches in loose depth.
 - c) If necessary to prevent segregation, the material shall be wetted in the window prior to spreading.
 - d) After each lift is spread, it shall be sprinkled and rolled to secure maximum compaction as directed by the ENGINEER. Succeeding layers shall then be placed similarly until the course is completed.

- e) All areas and "nest of segregated coarse or fine material shall be corrected or removed and replaced with well graded material, as directed by the ENGINEER.
- f) The course shall then be sprinkled as required and rolled as directed until a uniform compaction is secured.
- g) Throughout this entire operation, the shape of the course shall be maintained by blading; and the surface, upon completion, shall be smooth and in conformity with the typical sections shown on plans, and to the established lines and grades.
- h) In that area on which pavement is to be place, any deviation in excess of 1/4 inch in cross section in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.
- i) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

2. When the plans indicate that the "Density Control" method of compaction is to be used, the compaction method shall be the same as prescribed for Type A, Type B, Type C, Type F and Type G material.

H. When indicated on the plans or permitted by the ENGINEER, Type D material may be mixed in a central mixing plant and delivered to the road as a combined mixture. When this method is used, the combined mixture shall meet the requirements for type D material as hereinbefore specified and the placing and compaction requirement shall be the same as prescribed for Type A, Type B, Type C, Type F and Type G material.

3.04 PLACEMENT OF FIRST COURSE - TYPE E MATERIAL:

- A. The construction methods for placing the first course of Type E material shall be the same as prescribed for Type D material except that after the shell and sand have been placed, the prescribed amount of caliche shall then be spread across the sand and shell.
- B. The composite mixture shall then be sprinkled as required and thoroughly mixed by blading and harrowing or other approved methods.
- C. Compaction of the first course of Type E material shall be the same as prescribed above for Type D material.
- D. Failure to proceed with placing the sand and caliche admixture or mixing and placing operations will be grounds for the suspension of placing of shell.

- E. Under no conditions will the CONTRACTOR be allowed to place an excessive amount of shell without proceeding with the mixing and placing operations.

3.05 PLACEMENT OF SUCCEEDING COURSES - ALL MATERIAL TYPES:

- A. Construction methods shall be the same as prescribed for the first course.
- B. Prior to placing the surfacing on the completed base, the base shall be "dry cured" to the extent directed by the ENGINEER.

3.06 DENSITY CONTROL:

- A. When the "Density Control" method of compaction is indicated on the plans, each course of flexible base shall be compacted to the percent density shown on the plans.
- B. The testing will be as outlined in Test Method Tex-114-E.
- C. It is the intent of this specification to provide in that part of the base included in the top 8 inches immediately below the finished surface of the roadway not less than 100 percent of the density as determined by the compaction ratio method.
- D. Field density determination shall be made in accordance with Test Method Tex-115-E.

3.07 TOLERANCES:

- A. When tolerances are permitted by the plans, the limits establishing reasonable close conformity with percent density specified are defined by the following:
 - 1. The ENGINEER may accept the work providing not more than 25 percent of the density tests performed each day are outside the specified density by no more than three pounds per cubic foot and where no two consecutive tests on continuous work are outside the specified limits.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

- A. Flexible base will be measure by the square yard of surface area of completed and accepted work based on the width of flexible base as shown on the plans.
 - 1. The flexible base shall be measured for depth by the units of 2000 square yards, with one measurement taken at a location selected by the ENGINEER.
 - 2. In that unit where flexible base is deficient by more than 1/2 inch in thickness, the deficiency shall be corrected by scarifying, adding material as required, reshaping and re-compacting by sprinkling and rolling.

3. No additional payment over the contract unit price will be made for any flexible base of a thickness exceeding that required by plans.
- B. The CONTRACTOR shall schedule his operations in such a manner as to facilitate the measurement of the pay item.
- C. The ENGINEER may accept the work provided no more than 2 out of 10 depth tests performed are deficient by not more 1/2 inch and where no two consecutive tests on continuous work are outside the specified depth.

4.02 PAYMENT:

- A. The accepted quantities of flexible base of the type, grade, and compaction method specified will be paid at the contract unit bid price per square yard, complete in place.
- B. Where "Ordinary Compaction" is used, all sprinkling, rolling, and manipulation required will not be paid for directly, but will be incidental to other bid items.
- C. The unit prices bid shall each be full compensation for shaping and fine grading the roadbed; for securing and furnishing all materials, including all royalty and freight involved; for furnishing scales and labor involved in weighing the material when required; for loosening, blasting, excavating, screening, crushing and temporary stockpiling when required; for loading all materials for all hauling and delivering on the road; for spreading, mixing, blading, dragging, shaping and finishing and for all manipulation, labor, tools and incidentals necessary to complete the work.

*** END OF SECTION ***

SECTION 02610

PRIME COAT

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION:

- A. Prime coat shall consist of application of asphaltic materials on completed base course and/or other approved area, which shall be applied in accordance with these specifications, as shown on the plans, and as directed by the ENGINEER.

1.02 QUALITY ASSURANCE:

- A. Test and Certification of Bituminous Materials.
 - 1. Bituminous material is to be tested in accordance with the requirements of AASHTO M-82 and sampled in conformance with AASHTO T-40.
 - 2. Supply, at the time of delivery of each shipment of asphalt, two certified copies of test reports, from supplying vendor, to the ENGINEER.
 - 3. Test reports shall indicate name of vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and result of specified tests.

The test report, signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the specifications for type and grade indicated.

Certified test reports and the testing required in the preparation of such report shall be at no cost to the COUNTY.

- 4. Final acceptance of bituminous materials shall be dependent on the determination by the ENGINEER that the material meets prescribed standards.

PART 2- PRODUCTS

2.01 MEDIUM CURING CUTBACK ASPHALT:

- A. Medium-curing liquid asphalt, designated by the letters MC, shall consist of an uncracked petroleum base stock, produced by the processing of asphaltic or semi-asphaltic base crude petroleum, blended with a kerosene-type solvent. The base stock for all MC materials shall be straight run asphalt produced within the penetration range of 100 to 300, and the end point of the kerosene type solvent shall not exceed 525 degrees F. Medium curing liquid cutback asphalt shall be free from water and show no separation.
- B. Medium curing cutback asphalt shall consist of materials specified above and

conforming to the requirements set forth in Table 2610-1.

- C. Unless otherwise noted on the plans or directed by the ENGINEER, cutback asphalt Grade MC-30 shall be used.

2.02 BLOTTER MATERIAL:

- A. Supply blotter material consisting of native sand and/or sweepings from base course.
- B. Native sand shall be local material obtained from approved sources as approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

- A. Unless otherwise specified on the plans or, required by the ENGINEER, only asphaltic material shall be used. Where required, a combination of asphaltic and blotter material shall be used.
- B. Application of Asphaltic Materials Only.
 - 1. Apply prime coat to prepared surface when ambient air temperature is above 40 degrees F. and is rising and shall not be applied when the ambient air temperature is below 50 degrees F. and falling.
 - 2. Apply prime coat to surfaces that have been cleaned by sweeping or other approved methods and where base is thoroughly dry and satisfactory for receiving prime coat.
 - 3. Apply prime coat to cleaned base, at a rate of 0.2 to 0.5 gallons per square yard of surface area, using an approved type of self-propelled pressure distributor so constructed and operated to distribute the material evenly and smoothly.
 - 4. Provide necessary facilities for the determination of temperature of asphaltic material in all heating equipment and distributors; and for determination of rate at which it is applied; and for securing uniformity at the junction of two distributor loads.
 - 5. Keep in clean and good working condition all storage tanks, piping, reports, booster tanks and distributors used in the storage and handling of asphaltic materials.
 - 6. Operate all associated equipment in a manner such that there is no contamination of asphaltic material with foreign material.
 - 7. Calibrate distributor and furnish ENGINEER with an accurate and satisfactory record of such calibrations.

TABLE 2610-1

Specification Designation	Test	AASHTO	ASTM	Grade					
		Test Method	MC Method	MC 30	MC 70	MC 250	800	MC 3000	
Flash Point (Open Cleve) oF, Min.		T 48	D 92	100	100	150	150	150	
Viscosity 140oF, Kinematic, CS		T 201	D 2170	60	30 to 140	70 to 500	250 to 1600	800 to 6000	3000 to
Furol Viscosity at 77 F. (Secs.)		T 72	D 88		75-150				
at 122 F. (Secs.)					60-120	300			
at 140 F. (Secs.)					125-250	to			
at 180 F. (Secs.)					100-200	600			
Distillation Distillate (% of Total Distillate to 680 F) to 437 F) to 500 F to 600 F		T 78	D 402		0-25 40-70 75-93	0-20 25-60 75-90	0-10 20-55 70-85	-0- 10-35 15-75	-0- 15-75
Residue from Distillation to 680 F Volume % by Difference Min.					50	55	67	75	80
Tests on Residue From Distillation Penetration at 77 F					120 to 250	120 to 250	120 to 250	120 to 250	120 to 250
		T 49	D 5						
*Ductility 77 F cm., Min.		T 51	D 113		100	100	100	100	100
Solubility in CC1 4, % Min.		T44	NONE	99.5	99.5	99.5	99.5	99.5	

Water, % Min.	T 55	D 95	0.2	0.2	0.2	0.2	0.2
Reaction to Spot Test	T 102**	-0-	-0-	-0-	-0-	-0-	-0-

* If penetration of residue is more than 200 and its ductility at 77 F is less than 100, the material will be acceptable if the ductility at 60 F is greater than 100.

** Using 85% Standard Naphtha and 15% Xylene.

NOTE: Viscosity tests may be made by either Kinematic or Furol test methods.

8. Recalibrates distributor, in a manner satisfactory to the ENGINEER, after the beginning of work, should the yield on the asphaltic material applied appear to be in error.
9. No traffic, hauling or placing of subsequent courses shall be permitted over freshly applied prime coat until authorized by the ENGINEER.
10. Apply asphaltic material at a temperature within 15 F of temperature of application selected by the ENGINEER based on temperature viscosity relationship noted in Table 2610-1.
11. Maintain surface until work is Blotter Material.

C. Application of Asphaltic and Blotter Material

1. Haul blotter material in vehicles of uniform capacity and placed on shoulders at spacings designated by the ENGINEER.
2. After application of asphaltic material as specified above, cover surface with blotter material as directed by the ENGINEER.
3. After application of blotter material, drag surface with approved drag broom, evenly and smoothly distributing the blotter material. Brooming or dragging operation shall continue, as directed by the ENGINEER, until the course has properly cured under traffic.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PRIME COAT:

- A. Asphaltic material for prime coat will be measured for payment at point of delivery on the project in gallons at applied temperature. Payment will be paid at the unit bid price for "Prime Coat".
- B. When not listed as a separate contract pay item, prime coat shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.
- C. Compensation, whether by contract pay item or incidental work will be for furnishing all material, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

4.02 BLOTTER MATERIALS:

- A. Blotter mater will be considered incidental to asphaltic material for prime coat with no direct payment or payment therefor.

***** END OF SECTION *****

SECTION 02612

HOT MIX ASPHALT CONCRETE PAVEMENT

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Hot mix asphalt concrete (HMAC) pavement shall consist of a binder course, a leveling up course, a surface course or a combination of the courses as shown on the plans, or as directed by the ENGINEER.
- B. HMAC pavement shall be composed of a compacted mixture of mineral aggregate and asphaltic material, constructed on previously completed and approved sub-grade, sub-base course, base course, or existing pavement.
- C. HMAC pavement shall be in accordance with the specifications herein and in conformity with the lines, grades, quantities and typical sections in the contract and/or as directed by the ENGINEER.

1.02 QUALITY CONTROL:

- A. HMAC pavement and its constituent part shall conform to the ASTM, AASHTO and/or Texas SDHPT test methods noted below.

PART 2 PRODUCTS

2.01 ASPHALTIC MATERIALS

- A. Asphalt cement binders shall be un-cracked petroleum asphalt and shall be carefully refined, by steam, vacuum, or solvent, from asphaltic or semi-asphaltic base crude petroleum at a temperature not to exceed 700 degrees F. Asphalt cements shall be free from thermal decomposition products and shall not be blended with any materials which have been subjected to cracking or produced from a crude petroleum source other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogeneous, free from water, and shall not foam when heated to 347 degrees F.
- B. Paving asphalt shall be classified by penetration or viscosity and shall conform to the requirements set forth in one of the following tables as designated by the ENGINEER. The CONTRACTOR may supply asphalt meeting the requirements of one of the following tables provided that he obtains prior approval of the ENGINEER and with the provision that once approval has been obtained, that the CONTRACTOR will remain with that grade throughout the project.

TABLE 02612-1

	AASHTO	ASTM	40	60	85	120	150	200
Specification	Test	Test	to	to	to	to	to	to
Designation	Method	Method	50	70	100	150	200	250
Flash Point (Open Cup Min.)	T48	D92		450	450	450	425	350
Penetration of Original Sample at 77 F	T49	D5	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Thin-Film Oven Loss Hours at 325 F, % Max	T179	D1754	0.7 5	0.7 5	0.7 5	0.7 5	1.0 0	1.0 0
Test of Residue from Thin-Film Oven Test % or Orig. Pen., Min.	T49	D5	52	50	50	50	50	50
Ductility at 77 F, cm. after Loss at 325 F, Min.	T51	D113	50	50	100	100	100	100
Solubility in CC1 4 Min.	T44*	None	99. 5	99. 5	99. 5	99. 5	99. 5	99. 5
Reaction to Spot Test	T102**	None	-0-	-0-	-0-	-0-	-0-	-0-

* Procedure No. 1 with CC1 4 substituted for CS2.

** Using 85% Standard Naphtha Solvent and 15% xylene,

TABLE 02612-2

TYPE-GRADE	OA-30		OA-175*8		OA-400	
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.
Penetration at 32 F, 200g., 60 sec.	15	--	--	--	--	--
Penetration at 77 F, 100g., 5 sec.	25	35	150	200	--	--
Penetration at 115 F, 50g., 5 sec.	--	65	--	--	--	--
Ductility at 77 F, 5 Original OA	2	--	70	--	--	--
Flash Point C.O.C., F	450	--	425	--	425	--
Softening Point, R. & B., F	185	--	95	130	--	--
Thin Film Oven Test, 1/8 in. Film 50g., 5 hrs., 325 F, % Loss by Wt.	--	0.4	--	1.4	--	2.0
Penetration of Residue, at 77 F, 100g., 5 sec. % of Original Pen.	--	--	40	--	--	--
Ductility of Residue at 77 F, 5 cm/min., cms	--	--	--	100	--	--
Solubility in Trichloroethylene, %	99.0	---	99.0	---	99.0	---
Spot Test on Original OA	Neg.		Neg.		Neg.	
Float Test at 122 F, sec.	--	--	--	--	120	150
Test on 85 to 115 Pen. Residue* Residue by Wt., %	--	--	--	--	--	75
Ductility, 77 F, 5 cm/min.: Original Res., cms.	--	--	--	--	100	---
Subjected to Thin Film Test, cms	--	--	--	--	100	--

* Determined by Vacuum Distillation (by evaporation if unable to reduce by vacuum).

** For use with Latex Additive only

TABLE 02612-3

PROPERTIES	AC-1.5		AC-3		AC-5		AC-10		AC-20		AC-20	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Viscosity, 140 F stokes...	150	50	300	100	500	100	1000	200	2000	400	4000	800
Viscosity, 275 F stokes.....	0.7	--	1.1	--	1.4	--	1.9	--	2.5	--	3.5	--
Penetration, 77 F 100 g, 5 sec	250	--	210	--	135	--	85	--	55	--	35	--
Flash Point, C.O.C., F...	425	--	425	--	425	--	450	--	450	--	450	--
Solubility in trichloroethylene percent.....	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--
Test on residues from thin film oven test:												
Viscosity, 140 F stokes.....	--	450	--	900	1500	--	3000	--	6000	--	--	12000
Ductility, 77 F, 5 cms per min, cms	100	--	100	--	100	--	70	--	50	--	30	--
Spot Test.. . . .	Negative for all grades											

- C. A minimum of two percent, by weight, latex additive (solid basis) shall be added to the OA-175 Asphalt or to AC-5 Asphalt when specified in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ration, B/S..... 70/30
 Minimum solids content..... 67%

Solids content per gal. @ 67%..... 5.3 lbs.
 Coagulum on 80-mesh screen..... 0.01% max.
 Type Anti-oxidantstaining
 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 meet the following requirements:

Viscosity at 140 F, stokes 1500 max.
 Ductility at 39.2 F. 1 cm. per., cm 100 min.

D. Asphalt content shall be within the limits noted below:

HMAC Type	Percent of Mixture by Weight	Percent of Mixture by Volume
"A"	3.5 - 7.0	8.0 - 16.0
"B"	3.5 - 7.0	8.0 - 16.0
"C"	3.5 - 7.0	8.0 - 16.0
"D"	4.0 - 8.0	9.0 - 19.0
"F"	3.5 - 6.5	8.0 - 16.0

- E. At the time of delivery of each shipment of asphalt, the vendor supplying the material shall deliver to the purchaser certified copies of the test report which shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, and results of the above-specified tests. The test report shall be certified and signed by an authorized representative of the vendor that the product delivered conforms to the specifications for the type and grade indicated.
- F. Until the certified test reports and samples of the material have been checked by the ENGINEER to determine their conformity with the prescribed requirements, the material to which such report relates in any work in which it may have been incorporated as an integral component will be only tentatively accepted by the COUNTY. Final acceptance will be dependent upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefor. The certified test reports and the testing required in connection with the reports will be at the expense to the COUNTY.
- G. Unless otherwise specified in these specifications or in the Supplementary Specifications, the various grades of paving asphalt shall be applied at a temperature range of from 210 F, the exact temperature to be determined by the ENGINEER.
- H. Paving asphalt shall be heated in such a manner that steam or hot oils will not be introduced directly into the paving asphalt during heating. The CONTRACTOR shall furnish and keep on the site, at all times, an accurate thermometer suitable for determining the temperature of the paving asphalt.
- I. HMAC asphalt shall be the grade having the highest penetration, within specified

limits, to produce a mix having a maximum stability of the compacted mixtures.

- J. Only one (1) grade of asphalt shall be required unless otherwise shown on the plans or as required by the ENGINEER.

2.02 AGGREGATES:

- A. HMAC aggregate will be tested in accordance with the following test:

AASHTO T-30	Mechanic Testing
AASHTO T-27	Passing No. 200 Sieve
AASHTO T-89	Liquid Limit
AASHTO T-96	Los Angeles Abrasion
AASHTO T-104	Soundness (Magnesium Sulfate)
ASTM C - 131	Resistance to Degradation
ASTM C - 136	Sieve Analysis
ASTM C -2419	Sand Equivalence Value
SDHPT Tex - 416 - E	Method of Calculating Plasticity Index of Solids
SDHPT Tex - 217 - F	(I & II) Determination of Deleterious Materials and Decantation Test
SDHPT Tex - 203 - F	Quality Test for Mineral Aggregates

- B. Aggregates shall have an abrasion of not more than 40 for all course except the non-skid surface course, which shall have an abrasion of not more than 35.
- C. When properly proportioned, HMAC aggregate shall produce a gradation which will conform to the limitations for classification for HMAC type shown below, or as directed by the ENGINEER.
- D. Course aggregate to be crushed limestone rock or crushed gravel with hydrated lime or limestone filler. (Crushed gravel shall be per Highway Department Specifications.)
- E. Binder aggregate to be composed of 15% crushed limestone screening or as directed by the ENGINEER.

1. Type "A" - Course Graded Base Course

Percent Aggregate by

Weight or Volume

Passing 2" sieve.....	100
Passing 1-3/4" sieve.....	95 to 100
Passing 1-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 40 sieve, retained on No. 10 sieve.....	5 to 21
Total retained on No. 10 sieve	68 to 84
Passing No. 10 sieve, retained on No. 40 sieve.....	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve.....	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve.....	2 to 16
Passing No. 200 sieve.....	1 to 8

2. Type "B" - Fine Graded or Leveling-Up Course

Percent Aggregate by
Weight or Volume

Passing 1" sieve.....	100
Passing 7/8" sieve.....	95 to 100
Passing 7/8" sieve.....	21 to 53
Passing 3/8" sieve, retained on 3/8" sieve	11 to 42
Passing No. 4 sieve, retained on NO. 10 sieve	5 to 26
Total retained on No. 10 sieve	58 to 74
Passing No. 10 sieve, retained on No. 40 sieve.....	6 to 32
Passing No. 40 sieve, retained on NO. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve.....	3 to 21
Passing No. 200 sieve.....	1 to 8

3. Type "C" - Course Graded Surface Course

Percent Aggregate by
Weight or Volume

Passing 7/8" sieve.....	100
Passing 5/8" sieve, retained on 3/8" sieve.....	95 to 100
Passing 3/8" sieve, retained on No. 4 sieve	11 to 37
Passing No. 4 sieve, retained on No. 10 sieve	11 to 32
Total retained on No.10 sieve.....	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve.....	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve.....	3 to 27
Passing No. 200 sieve.....	1 to 8

4. Type "D" - Fine Graded Surface Course

Percent Aggregate by
Weight or Volume

Passing 1/2" sieve	to 100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No. 4 sieve	21 to 53
Passing No. 4 sieve, retained on No. 10 sieve	11 to 32
Total retained on No. 10 sieve.....	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

5. Type "F" - Fine Graded Surface Course

Percent Aggregate by
Weight or Volume

Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No.10 sieve	58 to 73
Passing No. 10 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

2.03 PRIME COAT:

- A. Prime coat, when specified on the plans, or as directed by the ENGINEER, shall be in accordance with Section 02610 - Prime Coat, and as specified herein.
- B. Prime coat shall be applied to surfaces of bases at least 12 hours prior to placing the HMAC unless otherwise directed by the ENGINEER.
- C. Asphalt prime shall be applied uniformly at the rate of 0.10 to 0.30 gallon per square yard or as directed by the ENGINEER. It shall be applied only when permitted by the ENGINEER and when the air temperature is not less than 40 F.
- D. In order to prevent lapping at the junction of two applications, the distributor shall be promptly shut off. A hand spray shall be used to touch up all spots unavoidably missed by the distributor.
- E. Immediately prior to application of the asphalt prime, an inspection will be made by the ENGINEER to verify that the base course has been constructed as specified. Also, all loose and foreign material shall be removed by light sweeping. Material so removed shall not be mixed with cover aggregate.

- F. The surface to be primed shall be in a smooth and 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 and 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 accurately indicating at all times the temperature of the prime material shall be provided. The thermometer well shall be so placed as not to be in contact with a heating tube.
- I. The distributor shall be so designed that the normal width of application shall not be less than 6 feet, with provisions for the application of lesser width when necessary. If provided with heating attachments, the distributor shall be so equipped and operated that the prime material shall be circulated or agitated through the entire heating process.
- J. The asphalt prime coat should preferably be entirely absorbed by the base course and, therefore, require no sand cover. If, however, it has not been completely absorbed prior to the start of placing the asphalt concrete mixture and in the meantime it is necessary to permit traffic thereon, just sufficient sand shall be spread over the surface to blot up the excess liquid asphalt and prevent picking it up under traffic. Also, sand shall be used in areas where traffic may pass over the prime coat. Prior to placing the asphalt concrete, loose or excess sand shall be swept from the base. If a sand cover is specified in the Supplementary Specifications or noted on the plans to cover asphalt prime, it shall be applied within 4 hours after the application of said prime coat, unless otherwise ordered by the ENGINEER.
- K. Liquid asphalt shall be prevented from spraying upon adjacent pavements, structures, guard rails, guide posts, culvert markers, trees, and shrubbery that are not to be removed; adjacent property and improvements; and other facilities or that portion of the traveled way being used by traffic.
- L. The CONTRACTOR shall protect the prime coat against all damage and markings, both from and other traffic. Barricades shall be placed where necessary to protect the prime coat. If, after prime coat has been applied to the satisfaction of the ENGINEER and has been accepted by him, it is damaged by negligence on the part of the CONTRACTOR, it shall be restored at his expense to its condition at the time of acceptance. No material shall be placed until the prime coat is in a condition satisfactory to the ENGINEER.

2.04 TACK COAT:

- A. If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaces pavement, a tack coat shall be evenly and uniformly applied to such existing pavement preceding the placing of the asphalt concrete. The surface shall be free of water, all foreign material, or dust when the tack coat is applied. No greater area shall be treated in any one day than will be covered by the asphalt concrete during the same day. Traffic will not be permitted over tack coating.
- B. Tack coat for HMAC shall consist of either rapid curing cut-back asphalt RC-2 diluted by addition of (not to exceed 15 percent by volume) an approved grade of gasoline and/or kerosene; emulsified asphalt, EA-11M diluted with 50 percent water, or a cut-back asphalt made by combining 50 to 70 percent of the asphaltic materials specified for the paving mixture with 30 to 50 percent gasoline and/or kerosene by volume.
- C. Tack coat shall conform to the requirements of Section 02620 - Tack Coat, or as specified herein.
- D. Application rate shall be 0.10 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 outlines in SDHPT Test Method Tex-200-F (Part 1 or 3), mineral filler shall meet the following gradations by weight:

Passing No. 30 Sieve	95 to 100%
Passing No. 80 Sieve	75%
Passing No. 200 Sieve	55%

- 2.06 Anti-Stripping compound, as required in the job mix formula, shall be furnished in the amounts calculated therein.**

2.07 JOB MIX FORMULA:

- A. A job mix formula based on representative samples, including filler if required, shall be 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 establish a single percentage of aggregate passing each required sieve size, and a single percentage of bituminous material to be added to the aggregate and shall provide for 3 to 5% air voids in the resultant design mix. During the mix design process the ENGINEER will consider other factors, in addition to air voids and Marshall stability, such as durability, water resistance and asphalt film thickness when developing the mix design.
- D. After the job mix formula is established, mixtures for the project shall conform thereto within the following tolerances which may fall outside of the specified master range:

Passing 1-3/4" sieve, retained on 7/8" sieve	Plus or minus 5
Passing 7/8" sieve, retained on 3/8" sieve.....	Plus or minus 5
Passing 5/8" sieve, retained on 3/8" sieve.....	Plus or minus 5
Passing 3/8" sieve, retained on No. 4 sieve	Plus or minus 5
Passing No. 4 sieve, retained on No. 10 sieve	Plus or minus 5
Total retained on No. 10 sieve.....	Plus or minus 5
Passing No. 10 sieve, retained on No. 40 sieve	Plus or minus 3
Passing No. 40 sieve, retained on No. 80 sieve	Plus or minus 3
Passing No. 80 sieve, retained on No. 200 sieve	Plus or minus 3
Passing No. 200 sieve.....	Plus or minus 3
Asphaltic Material	Plus or minus 0.05 by weight or 1.2 by volume
Mixing Temperature.....	Plus or minus 20 F

- E. Asphaltic mixture shall be tested in accordance with SDHPT Test Method Tex-200-4 (Part I or Part III) and shall have the following laboratory values:

	<u>Surface Course</u>	<u>Base Course</u>
Density - Minimum	95%	95%
Maximum	99%	99%
Optimum	97%	97%

Stability - (Hveem)		
Minimum	30%	30%
Maximum	45%	45%
Stability (Marshall - 75 Blow Briquette)	1500 lbs.	1500 - lbs.
Voids	3 - 7%	4 - 7%
Voids Filled With Asphalt	75 - 85%	65 - 80%
Sand Equivalent	40	40

2.08 EQUIPMENT:

- A. All equipment for the handling of all material, mixing, and placing of HMAC shall be in accordance with the provisions of Texas SDHPT Item 340.

2.09 STOCKPILING, STORAGE, PROPORTIONING AND MIXING:

- A. Stockpiling, storage proportioning and mixing operations shall be in accordance with the Provisions of Texas SDHPT Item 340.

PART 3 - EXECUTION

3.01 WEATHER AND TEMPERATURE LIMITATIONS:

- A. Asphaltic mixture, when placed with a spreading and finishing machine, or the tack coat shall not be placed when the air temperature is 50 F and falling, but may be placed when the air temperature is 40 F and rising.
- B. Asphaltic mixture, when placed with a motor grader, shall not be placed when the air temperature is 60 F and falling, but may be placed when the air temperature is 50 F and rising.
- C. Mat thicknesses of 1" or less shall not be placed when the temperature on which the mat is to be laid is below 50 F.
- D. No tack coat or asphaltic mixture shall be placed when the humidity, general weather conditions and temperature and moisture condition of the base, in the opinion of the ENGINEER, are unsuitable.
- E. If, after being discharged from the mixer and prior to placing, the temperature of the asphaltic mixture is 50 F or more below the temperature established by the ENGINEER, all or any part of the load may be rejected and payment will not be made for the rejected material.

3.02 EQUIPMENT

A. Hauling Equipment:

1. Trucks used for hauling asphaltic mixtures shall have tight, clean, smooth metal beds which have been thinly coated with a minimal amount of paraffin oil, lime slurry, lime 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 Tire 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, which is measured immediately behind the laydown machine, shall not vary more than 20 F.
3. A conventional paver or suitable equipment approved by the ENGINEER may be used to place asphalt concrete material on shoulders depressed from the traveled lanes in order to established a uniform typical section. Approval of the equipment used will be based upon the results obtained.
4. The asphalt concrete may be dumped from the hauling vehicles directly into the paving machine or it may be dumped upon the surface being paved and subsequently loaded into the paving surface being paved and subsequently loaded into the paving machine; however, no asphaltic concrete shall be dumped from the hauling vehicles at a distance greater than 250 feet in

front of the paving machine. When asphaltic concrete is dumped first upon the surface being paved, the loading equipment shall be self-supporting and shall not exert any vertical load on the paving machine. Substantially all of the asphaltic concrete dumped shall be picked up and loaded into the paving machine.

5. To achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant. Sufficient hauling equipment shall be available to insure continuous operation.
6. The control system shall control the elevation of the screed at each end by controlling the elevation of one end directly and the other indirectly either through controlling the transverse slope or alternately when directed, by controlling the elevation of each end independently, including any screed attachment used for widening, etc. Failure of the control system to function properly shall be cause for the suspension of the asphaltic concrete operations.
7. When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment.
8. All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the ENGINEER deems the use of self-propelled paving machines impracticable.
9. Self-propelled paving machines shall spread the asphaltic concrete without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans. Pavers shall be equipped with hoppers and augers which will place the asphaltic concrete evenly in front of adjustable screeds without segregation. Screeds shall include any strike-off device operated by tamping or vibrating action which is effective without tearing, shoving or gouging the asphaltic concrete and which produces a finished surface of an even and uniform texture for the full width being paved. Screeds shall be adjustable as to height and crown and shall be equipped with a controlled heating device for use when required.
10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, fluted and compacted with hand tools. For such areas the mixture shall be dumped, spread and screed to give the required compacted thickness.

B. Compaction:

1. Rolling with the 3-wheel and tandem roller shall start longitudinally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels.
2. Alternate trips of the roller shall be slightly different in length.
3. Rolling with a pneumatic tired roller shall be as directed by the ENGINEER.
4. Rolling shall continue with no further compression can be obtained and all roller marks are eliminated
5. The motion of the roller shall be slow enough at all times to avoid displacement of asphaltic materials. If displacement occurs, it shall be

corrected immediately by use of rakes and fresh asphaltic mixtures, where required.

6. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool.
7. To prevent adhesion of the surface course to the roller, the wheels shall be kept thoroughly moistened with water; however, excess water shall not be allowed.
8. All precautions shall be taken to prevent dripping of gasoline, oil, grease, or other foreign substances on the surface or base courses during rolling operations or while rollers are standing.
9. With the approval of the ENGINEER, a vibratory steel wheeled roller may be substituted for the 3-wheel roller and tandem roller.
10. Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or with mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.
11. Any mixture that becomes loose, broken, mixed with dirt, segregated, or is in any way defective shall be removed and replaced with fresh hot bituminous mixture, which shall be compacted to conform with the surrounding area. Any area showing excess or deficiency of bituminous material shall be corrected immediately as directed by the ENGINEER.

C. In-Place Density:

1. In-place density shall be required for all mixtures except thin irregular depth leveling courses.
2. Each course, after final compaction, shall have a density of not less than 95 percent of the density developed in the laboratory test method outlines in Texas SDHPT Bulletin C-14.
3. Density shall be determined with a portable nuclear test device in conformity with ASTM D-2950.76.
4. Calibration of the portable nuclear device will be established by the ENGINEER from cut pavement samples tested in accordance with AASHTO T-166 (weight, volume method). The density readings of the cut pavement samples determined in accordance with AASHTO T-166 (weight, volume method), and the density readings of the pavement samples determined by the portable nuclear test device in conformity with ASTM D 2950 will be correlated by the ENGINEER.
5. Other methods of determining in-place density may be used as deemed necessary by the ENGINEER.
6. It is intended that acceptance density testing will be done while the bituminous mixture is hot enough to permit further compaction if necessary. If the density of an acceptance section does not meet the specified requirements, the CONTRACTOR shall continue the compaction effort until the optimum density is obtained, but rolling for any compactive effort will not be allowed when the temperature of the mix is below 175 F unless authorized in writing by the ENGINEER. Rerolling the paved surface after it has initially cooled will not be allowed.

7. If in-place density tests of the mixture produce a value lower than specified and in the opinion of the ENGINEER is not due to a change in the quality of the material, production may proceed with subsequent changes in the mix and/or construction procedures until in-place density equals or exceeds the specified density.
8. In-place density tests will be provided by the ENGINEER unless otherwise specified.

D. Joints:

1. Placing of the asphalt concrete shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the ENGINEER.
2. When plant mix bituminous pavement is 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 two foot or 12:1 minimum taper. Longitudinal joints shall have a one foot or 6:1 minimum taper. All transverse tapers shall be cut and squared off prior to commencing new work. Tapered longitudinal joints from previous operations shall be cleaned and tack coated if directed by the ENGINEER. All joints shall be completely bonded. The surface of each course at all joints shall be smooth and shall not show any deviations in excess of 3/16 of an inch when tested with a 10-foot straightedge in any direction.
4. When paving under traffic the CONTRACTOR shall plan his daily surfacing operations on a schedule which will result in not more than one (1) day's operation of exposed longitudinal joints. The longitudinal joints shall not have a height greater than two (2) inches and shall not be left exposed longer than 24 hours.

E. Surface Tolerance:

1. Upon completion, the pavement shall be true to grade and cross section. Except at intersections or any changes of grade, when a 16 foot straight edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight edge more than 1/16-inch per foot. Areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. After the completion of final rolling, the smoothness of the course shall be checked, and the irregularities that exceed the specified tolerances or that retain water on the surface shall be corrected by removing the defective work and replacing with new material as directed by the ENGINEER at the expense of the CONTRACTOR.

F. Manholes and Valve Covers:

1. Manhole frames and valve covers shall be adjusted prior to placing the surface course.

G. Compacted Thickness of HMAC surface and Base Courses:

1. Surface Courses. The compacted thickness or depth of the asphaltic concrete surface course shall be as shown on the plans. Where the plans require a depth or thickness of the surface course greater than two inches compacted depth, same shall be placed in multiple courses of equal depth, each of which shall not exceed two inches compacted depth. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple courses, it shall be applied at the rate as directed.
2. Base Courses. The compacted thickness or depth of each base course shall be as shown on the plans. Where the plans require a depth or thickness of the course greater than 4 inches, same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple lifts, it shall be applied as herein before specified and at the rate as directed.

H. Pavement Thickness Tests:

1. Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the ENGINEER or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the OWNER. The cost for the initial pavement thickness test shall be at the expense of the ENGINEER. In the event a deficiency in the thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the CONTRACTOR's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

I. Price Adjustment for Roadway Density:

1. The pavement of the unit price will be adjusted for roadway density as outlined in the following table. The adjustment will be applied on a lot by lot basis for each lift. The adjustment will be based on the average of five density tests. The price adjustment will be applied to the entire asphalt concrete mix which includes the HMAC aggregate, the asphalt cement and anti-stripping compound, is used.

<u>Average Density</u> <u>% of Lab Density</u>	<u>Percent of Contract</u> <u>Price To Be Paid</u>
Above 95%	100%
94.0 to 94.99	96%
93.0 to 93.99	91%

92.0 to 92.99

85%

Less than 92.0

*

* This lot shall be removed and replaced to meet specification requirements as ordered by the ENGINEER. In lieu thereof, the CONTRACTOR and the ENGINEER may agree in writing that for practical purposes, the lot shall not be removed and will be paid for at 50% of the contract price.

PART 4 - MEASUREMENT AND PAYMENT

4.01 INCIDENTAL WORK:

- A. Prime coat, anti-stripping compound, where used and tack coat shall not be measured for direct payment, but shall be considered as subsidiary work pertaining to the placing of asphaltic mixtures of the contract price.

4.02 MEASUREMENT:

- A. Hot-mix asphalt concrete material shall be measured by the ton of 2,000 pounds or by the square yard of the type or types used in the completed and accepted work.
- B. Weight shall be determined by a certified scale approved by the OWNER and recorded serially numbered weight tickets, identifying the vehicle and presented to the ENGINEER's representative on the job.

4.03 PAYMENT:

- A. Work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid at the unit bid price per ton or square yard for the type or types of hot mix asphalt concrete pavement shown on the proposal.
- B. Unit bid price shall be payment in full for quarrying; furnishing all materials; for all heating; mixing; hauling; cleaning existing base course or pavement; placing asphaltic mixtures; rolling and finishing; and for all labor, tools, equipment and incidentals necessary to complete the work, including the work and materials involved in the application of prime coat and tack coat.

***** END OF SECTION *****

SECTION 02780

FLAT WHEEL ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. This work shall consist of the compaction of subgrade, embankment, flexible base, surface treatments and asphalt surfaces by the operation of approved power roller as herein specified and as directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

- A. Embankments and Flexible Bases
 - 1. Power rollers shall be of the 3-wheel, self-propelled type, weighing not less than 10 tons and shall provide a compression on the rear wheels of not less than 325 pounds per linear of wheel width. All wheels shall be flat.
 - 2. The rear wheels shall have a diameter of not less than 48 inches and each shall have a wheel width of not less than 20 inches.
- B. Surface Treatments and Pavements
 - 1. Power rollers shall be the 3-wheel or tandem, self-propelled type, weighing not less than 3 tons nor more than 6 tons. All wheels shall be flat.
 - 2. Rollers shall be equipped with an adequate scraping or cleaning device on each wheel.
 - 3. Rollers used to compact asphalt mixture shall be equipped with a water system which will keep all tires uniformly wet.
 - 4. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other compacting in the same period of time as the specified equipment. If the substituted compaction within the same period of time as would be expected of the specified equipment, as determined by the ENGINEER, its use shall be discontinued.
 - 5. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

- A. Subgrades, Embankments and Flexible Base
 - 1. The subgrade or embankment layer or the base course shall be sprinkled if directed and rolling with a power roller shall start longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the rear wheel of the power roller.
 - 2. On super-elevated curves, rolling shall begin at the low sides and progress toward the high sides. Alternate trips of the roller shall be slightly different in length.
 - 3. The rollers, unless otherwise directed, shall be operated at a speed between 2 and 3 miles per hour.
- B. Surface Treatments and Pavements
 - 1. Rolling shall be done to produce a satisfactory surface as called for in surface treatment and pavement items.
 - 2. The sequence of work shall be as indicated for embankment layer or base course.
 - 3. The operating speed shall be determined by the CONTRACTOR.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

- A. No additional compensation will be made for materials, equipment or labor required by this item, but shall be considered incidental to the other items included in the contract.

***** END OF SECTION *****

SECTION 02782

PNEUMATIC TIRE ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. This work shall consist of the compaction of embankment, flexible base, surface treatments or pavements by the operation of approved pneumatic tire rollers.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS:

- A. When used on seal coats, asphaltic surface treatments and bituminous mixture pavements, the roller shall be self propelled and equipped with smooth tread tires with 45 psi tire pressure.
- B. The roller shall be so constructed as to be capable of being operated in both a forward and a reverse direction.
- C. When used on bituminous mixture pavements, the roller shall have suitable provision for moistening the surface of the tires while operating.
- D. When turning is impractical or detrimental to the work and when specifically directed by the ENGINEER, the roller shall be of the self-propelled type.
- E. In lieu of the rolling equipment specified, the CONTRACTOR may operate other compacting equipment that will produce equivalent relative compaction in the same period of time as the specified equipment. If the substituted compaction equipment fails to produce the desired compaction within the same period of time, its use shall be discontinued.
- F. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

2.02 LIGHT PNEUMATIC TIRE ROLLER:

- A. The light pneumatic tire roller shall consist of not less than 9 pneumatic tire wheels, running on axles in such manner that the rear group of tires will cover the entire gap between adjacent tires of the forward group and mounted in a rigid frame and provided with a loading platform or body suitable for ballast loading.
- B. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle.

- C. The pneumatic tire roller under working conditions shall have an effective rolling width of approximately 60 inches and shall be so designed that by ballast loading the total load be varied uniformly from 9,000 pounds or less to 18,000 pounds or more.
- D. The roller shall be equipped with tires that will afford ground contact pressures to 45 pounds per square inch or more. The operating load and tire air pressure shall be within the range of the manufacturer's chart. The roller under working conditions shall provide a uniform compression under all wheels.
- E. Individual tire inflation pressures shall be within +5 psi of each other.
- F. The pneumatic tire roller shall be drawn by either a suitable crawler type tractor, a pneumatic tired tractor, a truck of adequate tractive effort or may be of the self-propelled type and the roller, when drawn or propelled by either type of equipment, shall be considered a light pneumatic tire roller unit.

2.03 MEDIUM PNEUMATIC TIRE ROLLER (TYPE A):

- A. The medium pneumatic tire roller (Type A) shall consist of not less than 7 pneumatic tired wheels, running on axles in such manner that the rear group of tires will cover the entire gap between adjacent tires of the forward group and mounted in a rigid frame and provided with a loading platform or body suitable for ballast loading.
- B. The front axles shall be attached to the frame in such a manner that the roller may be turned within a minimum circle. The pneumatic tire roller, under working conditions, shall have an effective rolling width of approximately 84 inches and shall be so designed that, by ballast loading, the total load may be varied uniformly from 23,500 pounds or less to 50,000 pounds or more.
- C. The roller shall be equipped with tires that will afford ground contact pressures to 80 pounds per square inch or more. Individual tire inflation pressures shall be within +5 psi of each other.
- D. The operating load and tire air pressure shall be within the range of the manufacturer's chart.
- E. The pneumatic tire roller shall be drawn by either a suitable crawler type tractor, a pneumatic tired tractor, a truck of adequate tractive effort or may be of the self-propelled type.
- F. The roller, when drawn or propelled by any type of equipment, shall be considered a medium pneumatic tire roller unit.
- G. The power unit shall have adequate tractive effort to properly move the operating roller at variable uniform speeds up to approximately 5 miles per hour.

2.04 MEDIUM PNEUMATIC TIRE ROLLER (Type B):

- A. The medium pneumatic tire roller (Type B) shall conform to the requirements for Medium Pneumatic Tire Roller (Type A) as specified above, except that the roller shall be equipped with tires that will afford ground contact pressures to 90 psi or more.

PART 3 -EXECUTION

3.01 CONSTRUCTION METHODS:

- A. The embankment layer or the base course be sprinkled if directed and rolling with a pneumatic tire roller shall start longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 of width of the pneumatic tire roller.
- B. On super-elevated curves, rolling shall begin at the low sides and progress towards the high sides.
- C. Alternative trips of the roller shall be slightly different in length.
- D. The light pneumatic tire roller shall be operated at speeds between 2 and 6 miles per hour for asphalt surfacing work and all other work.
- E. The medium pneumatic tire roller shall be operated at speeds which produce a satisfactory product.
- F. Sufficient rollers shall be provided to compact the material in a satisfactory manner. When operations are so isolated from one another that 1 roller unit cannot perform the required compaction satisfactorily, additional roller units shall be provided.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

- A. No additional compensation will be made for materials, equipment or labor required by this item, but shall be considered subsidiary to the various items of the contract.

***** END OF SECTION *****

SECTION 02784

TAMPING ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. This work shall consist of the compaction of embankment by the operation of approved tamping rollers as herein specified and as directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

- A. The tamping rollers shall consist of two metal rollers, drums or shells of 40 inches minimum diameter; each not less than 42 inches in length and unit mounted in a rigid frame in such a manner that each roller may oscillate independently of the other.
- B. Each roller, drum or shell be surmounted by metal studs with tamping feet projecting not less than 7 inches from the surface and spaced not less than 6 inches nor more than 10 inches, measured diagonally center to center and the cross sectional area of each tamping foot, measured perpendicularly to the axis of the stud, shall not be less than 5 nor 8 square inches.
- C. The roller shall be supplemented with cleaning teeth to provide self cleaning.
- D. The roller shall be so designed that, by ballast loading, the load on each tamping foot may be varied uniformly from 125 to 175 psi of cross sectional area. The load per tamping foot will be determined by dividing the total weight of the roller by the number of tamping feet in 1 row parallel to or approximately parallel to the axis of the roller.
- E. The compression to be provided at any time shall be as directed by the ENGINEER. The tamping roller shall be drawn by suitable power equipment of adequate tractive effort.
- F. Two tamping roller, consisting of 4 cylinders, conforming to the above prescribed requirements, drawn by approved power equipment, shall be considered a roller unit.
- G. Where turning is impractical or detrimental to the work and when specifically directed by the ENGINEER, 1 tamping roller consisting of 2 cylinders fastened to the front end of approved power equipment, shall be considered a roller unit.

- H. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other compacting equipment that will produce equivalent relative compaction in the same period of time as the specified equipment. If the substituted compaction equipment fails to produce the desired compaction within the same period of time as would be expected of the specified equipment, as determined by the ENGINEER, its use shall be discontinued.
- I. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

- A. This work shall be done only when ordered by the ENGINEER.
- B. The embankment layer or the base courses shall be sprinkled if directed and rolling with a tamping roller unit shall start longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 of the width of the tamping roller unit.
- C. On super-elevated curves, rolling shall begin at the low sides and progress toward the high sides. Alternate trips of the unit shall be slightly different in length.
- D. The tamping roller unit, unless otherwise directed, shall be operated at a speed between 2 and 3 miles per hour.
- E. Sufficient roller shall be provided to compact the material in a satisfactory manner.
- F. The minimum number of rolling units shall be governed by the progress in placing the material to be compacted. The quantity of material placed per hour shall be determined by averaging the total quantity of material placed within any 1 working day.
- G. When operations are so isolated from one another that one roller cannot perform the required compaction satisfactorily, additional roller shall be provided and operated as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

- A. No additional payment will be made for the materials, equipment or labor required by this item, but shall be considered subsidiary to the various items included in the contract.

***** END OF SECTION *****

SECTION 02786

PROOF ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION WORK:

- A. This work shall consist of furnishing and operating heavy pneumatic tired compaction equipment for testing the compaction of embankment, sub-grade or flexible base.
- B. Proof roll is to be used to locate unstable areas.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

- A. The proof rolling equipment shall consist of not less than 4 pneumatic tired wheels, running on axles carrying not more than 2 wheels and mounted in a rigid frame and provided with loading platform or body suitable for ballast loading.
- B. All wheels shall be arranged so that they will carry approximately equal loads when operating on uneven surfaces.
- C. The proof roller under working conditions shall have a rolling width of from 8 feet to 10 feet and shall be so designed that, by ballast loading, the gross load may be varied uniformly from 25 tons to 50 tons.
- D. The tires shall be capable of operating under the various loads with variable air pressure up to 150 pounds per square inch. The operating load and tire pressure shall be within the range of the manufacturer's chart as directed by the ENGINEER.
- E. The proof roller shall be drawn by a suitable crawler type tractor or rubber tire tractor of adequate tractive effort or may be of self-propelled type. There shall be a sufficient quantity of ballast available to load the equipment to a maximum gross weight of 50 tons.
- F. Rubber tired tractive equipment shall be used on base courses.
- G. Other type tractive equipment may be used on embankment sub-grade.
- H. The heavy pneumatic tire roller unit shall be capable of turning 180 degrees in the crown width.

- I. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other equipment that will produce equivalent results as the specified equipment. If the substituted equipment fails to produce the desired results as would be expected of the specified equipment as determined by the ENGINEER, its use shall be discontinued.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

- A. This work shall be done to proof all prepared sub-grades and flexible base courses or as directed by the ENGINEER.
- B. On embankment compaction, each layer will be placed to specified thickness at optimum moisture and compacted with conventional equipment to comply with the requirements of the governing embankment item.
- C. Prior to placing the overlaying course, the layer shall be proof rolled as directed by the ENGINEER.
- D. When the operation of the proof rolling unit shows an area to be unstable or non-uniform, such area shall be brought to satisfactory stability and uniformity by additional compaction, by removal of unsuitable materials or replacement with suitable materials and re-compaction.
- E. The surface tested shall then be checked for conformity with line and grade and any irregularities corrected.
- F. Roller shall be operated at speeds between 2 and 6 miles per hour or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

- A. No additional payment will be made for the materials, equipment or labor required by this item, but shall be considered subsidiary to the various items included in the contract.

***** END OF SECTION *****

SECTION 02790

HIGH PERFORMANCE (HP) POLYPROPYLENE STORM PIPE

1.0 SCOPE:

This specification includes materials and test methods for 12 to 60 inch diameter HP Polypropylene Pipe. The requirements of this specification are intended to provide pipe and fittings suitable for underground use in gravity-flow applications such as storm sewers, drainage and under-drains.

2.0 PIPE:

12 to 30 inch HP Polypropylene Pipe shall have a smooth interior and annular exterior corrugation and are required to meet or exceed ASTM F2736 and AASHTO M330. 36 to 60 inch pipe shall have a smooth interior and annular exterior corrugations and are required to meet or exceed ASTM F2881 and AASHTO M330. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects.

3.0 FITTINGS:

Fittings shall conform to ASTM F2736, ASTM F2881 and AASHTO M330, for the respective diameters. Bell & spigot connections shall utilize a spun-on, welded or integral bell and spigot with gaskets meeting ASTM F477. Bell & spigot fittings joint shall meet the watertight joint performance requirements of ASTM D3212. Corrugated couplings shall be split collar, engaging at least 2 full corrugations.

4.0 JOINTS:

HP Polypropylene Pipe shall be joined with a gasketed integral bell & spigot joint meeting the requirements of ASTM F2736 or F2881, for the respective diameters.

HP Polypropylene Pipe shall be watertight according to the requirements of ASTM D3212. Spigots shall have gaskets meeting the requirements of ASTM F477. Gasket shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

HP Polypropylene Pipe shall have a reinforced bell with a polymer composite band installed by the manufacturer.

5.0 MATERIAL PROPERTIES:

Polypropylene compound for pipe and fitting production shall be impact modified copolymer meeting the material requirements of ASTM F2736, Section 4, ASTM F2881, Section 5 and AASHTO M330, Section 6.1, for the respective diameters.

6.0 INSTALLATION:

Installation shall be in accordance with ASTM D2321, manufacturers recommended installation guidelines and plan specifications.

7.0 PIPE DIMENSIONS:

Nominal Pipe I.D. in (mm)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Average Pipe I.D. In (mm)	12.1 (307)	14.9 (378)	18.0 (457)	24.1 (612)	30.1 (765)	35.7 (907)	41.8 (1062)	47.3 (1201)	59.3 (1506)
Average Pipe O.D. in (mm)	14.5 (368)	17.6 (447)	21.2 (538)	28.0 (711)	35.4 (899)	41.1 (1044)	47.2 (1199)	53.8 (1367)	66.5 (1689)
Minimum Pipe Stiffness * @ 5% Deflection* #/in./in. (kN/m²)	75 (520)	60 (411)	56 (385)	50 (343)	46 (320)	40 (275)	35 (240)	35 (240)	30 (205)

*** END OF SECTION ***

SECTION 03300

CAST-IN-PLACE-CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK COVERED:

- A. Mixing, placing, finishing and providing all related services necessary to construct all cast-in-place concrete work indicated on plans.

1.02 QUALITY ASSURANCE:

- A. Comply with the latest published edition of the American Concrete Institute (ACI) and American Society of Testing and Materials (ASTM) standards and codes:
 - 1. ACI 315 - Manual of Standard Practice for Detailing.
 - 2. ACI 318 - Building Code Requirements for Reinforced Concrete.
 - 3. ACI 347 - Recommended Practice for Concrete Formwork.
 - 4. ASTM A36 - Structural Steel.
 - 5. ASTM C33 - Concrete Aggregates.
 - 6. ASTM C39 - Concrete Strength of Molded Concrete Cylinders.
 - 7. ASTM C94 - Ready-Mixed Concrete.
 - 8. ASTM C143 - Slump of Portland Cement Concrete.
 - 9. ASTM C150 - Portland Cement.
 - 10. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
 - 11. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
 - 12. ACI 301 - Specification for Structural Concrete for Building.
- B. Submit compliance submittals as specified in Division 1, including but not limited to the following: bar schedule, bar details, shop drawings including size and location of openings, water stops, joint systems and curing method.
- C. Submit proposed concrete mix proportions to ENGINEER prior to placing concrete.

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT:

- A. Type I, Type II or Type III conforming to ASTM C150 as modified by Texas Department of Highways and Public Transportation, 1982 Standard Specifications.
- B. Type I or Type II cement may be used unless Type II is specified.
- C. Except when Type II specified, Type III may be used when the anticipated air temperature for the succeeding 12 hours will not exceed 60°F.

- D. Type III may be used in all precast pre-stressed concrete except in piling when Type II cement is required for substructure concrete.
- E. All cement used in a monolithic placement shall be of the same type.
- F. May be either bagged or bulk. Partially set or caked cement will be rejected.
- G. All types of cements shall be "low-alkali" cements.

2.02 WATER:

- A. Clear, fresh, free from injurious amounts of oil, alkaline, acid or organic matter or other deleterious substances and shall not contain more than 1000 parts per million of chlorides as CL nor more than 1000 parts per million of sulfates as SO₄.
- B. The sand, or mixture of sand, comprising a single fine aggregate, shall consist of clean, hard, durable, un-coated grains and shall be essentially free from clay lumps, salt or alkali, and other foreign material.
- C. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	3.0%
Other deleterious substances such as coal, shale, coated grains and soft flaky particles	3.0%

An additional loss of 2% by decantation may be allowed, provided this new additional loss is material of the same quality as specified for fine aggregate or mineral filler.

- D. Gradation, percent of weight retained:

<u>Sieve Size</u>	<u>% Retained</u>
3/8 inch	0
No. 4	0 - 5
No. 8	0 - 20
No. 16	0 - 50
No. 30	0 - 75
No. 50	0 - 90
No. 100	0 - 100
No. 200	0 - 100

E. Fineness Modulus: for Grade 1 only - 2.3 minimum, 3.1 maximum.

F. Miner Filler:

1. May be added upon written authorization of ENGINEER.
2. Shall be stone dust or clean crushed sand, or other approved inert material.
3. Shall not exceed 5% of the fine aggregate.
4. Shall meet the following requirements:

Passing No. 30 sieve	95 to 100%
Passing No. 100 sieve	70 to 100%

2.04 COARSE AGGREGATE:

- A. Crushed stone, gravel, crushed gravel, crushed blast furnace slag or a combination of these.
- B. Gravel and crushed gravel shall consist of clean, hard durable particles, free from adherent coating; thin or elongated pieces, soft or disintegrated particles, dirt, organic or deleterious substances, salt or alkali, and other foreign material.
- C. Crushed stone shall consist of the clean, dust free product resulting from crushing of stone. There shall be no adherent coatings, clay, loam organic or deleterious substance, salt or alkali, and other foreign material.
- D. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	1.0%
Shale, slate or other similar material	1.0%
Clay lumps	0.25%
Soft fragments	3.0%
Other deleterious substances, including friable, thin, elongated or laminated pieces	3.0%

- E. Course aggregates shall have a percent wear of not more than 45 when tested in accordance with Test Method Tex-410-A.
- F. Gradation, percent of weight retained on:

Grade No. 1 - Maximum Nominal Size 2 1/2 in. (63 MM)

<u>Sieve</u>	<u>Percentage Retained</u>
--------------	----------------------------

2 1/2 in.	0%
2 in.	0 - 20%
1 1/2 in.	15 - 50%
3/4 in.	60 - 80%
No. 4	95 - 100%

Grade No. 2 - Maximum Nominal Size 1 1/2 in. (37.5 mm)

<u>Sieve</u>	<u>Percentage Retained</u>
2 in.	0%
1 1/2 in.	0 - 5%
3/4 in.	30 - 65%
3/8 in.	7 - 90%
No. 4	95 - 100%

Grade No. 4 - Maximum Nominal Size 3/8 in. (9.5mm)

<u>Sieve</u>	<u>Percentage Retained</u>
1/2 in.	0 - 5%
3/8	5 - 30%
No. 4	75 - 100%

- G. Gradation Requirements - maximum size of aggregate for structural concrete shall not exceed three inches, and shall be reduced in size to meet the following conditions:
1. One-sixth of the least dimension between forms of that part of the structure in which concrete is to be placed;
 2. Three-fourths of the clear space between reinforcement.
 3. The maximum size aggregate is defined as the clear space between the sides of the smallest square opening through which 95 percent of the weight of the aggregate can be passed.
 4. Unless otherwise noted or restricted by above Grade No. 2, gradation shall be used.

2.05 PIT-RUN AGGREGATE:

- A. Pit-run aggregate is the natural gravel and sand obtained from pits without the addition of other fine or coarse aggregates, and shall consist of hard, durable, uncoated pebbles or stone particles mixed with sand.
- B. Pit-run aggregate shall be free from lumps of clay and injurious amounts of dust, shale, soft or flaky particles, salt and alkali.
- C. Pit-run aggregate shall not be used for high-strength concrete of 3000 psi and above.
- E. Pit-run aggregate may be used only for concrete cushion, cradle and protection for pipe.

2.06 ADMIXTURES:

- A. Concrete admixtures shall comply with Section 03320.

2.07 REINFORCING STEEL:

- A. Reinforcing steel shall comply with Section 03320.

2.08 CURING MATERIALS:

- A. Liquid Membrane: white pigmented chlorinated rubber, ASTM C309.
- B. Liquid Membrane: resin base, clear compound, permitting application of paint, Serviced Products Corp. - Code 2802 or equal.
- C. Plastic Film: white pigmented, 0.00085" (minimum) thick.
- D. Burlap: jute fabric, lean, free of impurities.
- E. Surface Hardener: gray crystal, acidic fluosilicate base, slightly hygroscopic chemical surface hardener, SIKA Chemical Corp. or equal.

2.09 JOINT MATERIALS:

- A. Joint Sealer: hot poured, non-extruding, elastic, ASTM D1190.
- B. Preformed Expansion Joint Filler: non-extruding, bituminous fiber, ASTM D1751.

2.10 WATERSTOP:

- A. Polyvinyl chloride or rubber, center bulb.
- B. Size to suit joints, minimum 6".

2.11 FORM MATERIALS:

- A. Use plywood, metal, metal framed plywood faced or other acceptable panel-type material.
- B. Coat forms with non-bonding, non-staining commercial compounds.

2.12 MOISTURE BARRIER:

- A. Polyethylene sheet, minimum 8 mil., ASTM E154.

2.13 CONCRETE MIX DESIGN AND CONTROL:

- A. Submit not less than 10 days prior to the start of concreting operations, to the ENGINEER.
 - 1. Mix design, using a course aggregate factor acceptable to the Engineer.
 - 2. Sufficient samples of all materials to be incorporated into the mix for testing.
 - 3. Full description of the source of supply of each material component.
- B. Course aggregate factor:
 - 1. Not more than 0.82 when voids less than 48%.
 - 2. Not more than 0.85 when voids exceed 48%.

- 3. Not less than 0.68.
- C. No changes or deviations from proportions or sources of supply without approval of ENGINEER.
- D. No concrete may be placed on the job site until the mix design has been approved by ENGINEER in writing to the CONTRACTOR.

2.14 CONCRETE QUALITY:

- A. Consistency:
 - 1. Mortar shall cling to the course aggregate.
 - 2. The aggregate shall not segregate during transport.
 - 3. The concrete and mortar shall show no free water when removed from the mixer.
- B. The consistency should allow the completion of all finishing operations with the addition of water to the surface.
- C. The concrete shall be uniform, workable, cohesive, possess satisfactory finishing qualities and be of the stiffest consistency that can be placed and vibrated into a homogeneous mass.
- D. Excessive bleeding shall be avoided.
- E. Slump requirements shall be as follows:

<u>Structural Concrete</u>	<u>Avg. Slump</u>	<u>Max. Slump</u>
(a) Cased Drilled Shafts and thin-walled Sections (9 inches or less)	4	5
(b) Slabs, Caps, Columns, Piers, Wall Sections Over 9 inches, etc.	3	4
(c) Slip Form Paving Underwater or seal concrete		2 1/2
(d) Rip-Rap, curb, Gutter and other Miscellaneous Concrete	As Specified	By Owner

Note: No concrete shall be permitted with slump in excess of the maximums shown. Any concrete mix failing to meet the above consistency requirements, although meeting the slump requirements shall be considered unsatisfactory; and the mix shall be changed to correct such unsatisfactory conditions.

- F. The concrete shall comply with Table 1 below:

TABLE 1 - CLASSES OF CONCRETE

CLASS OF CONCRETE	MIN.-MAX. SX. CEMENT	MIN. BEAM STRENGTH 28-DAY PSI	MIN. BEAM STRENGTH 7-DAY PSI	MAX. WATER CEMENT RATIO ITEM 2.1.1.	COARSE NO.
A.	5.0	3000	500	6.5	2-3-4
B	4.0	2000	330	8.0	2-3-4
C*	6.0	3600	600	6.0	1-2-3-***
D	3.0	1500	250	11.0	2-3-4
E	6.0	3000	500	7.0	2-3
F	6.5	4200	700	5.5	2-3
H***	6.5-8.0	AS SPECIFIED ON PLANS	N/A	5.5	3

* Entrained Air:

** No. 1 course aggregate may be used in foundations only (except cased drilled shafts).

*** Pre-stressed Concrete.

**** ASTM C 293 (Center Point).

2.15 GROUT:

A. Non-Shrink:

1. Use pre-mix non-shrink, Embecco Premixed Grout or Embecco Pre Mixed Mortar by Master Builders Company or equal.
2. Keep water to a minimum for placing by the dry packing method.

B. Grout for Bonding:

1. 1 part cement to 1 1/2 parts sand by weight.
2. Keep water to a minimum.

PART 3 - EXECUTION

3.01 SUBGRADE:

- A. Insure sub-grade is true to line and grade and compacted as specified.

- B. Fill and re-compact any ruts or depressions.
- C. Check cross section with a template.
- D. Place moisture barrier or moisten sub-grade prior to placing of concrete. Method to be approved by the ENGINEER.

3.02 FORMS:

- A. Provide forms for all concrete work including footings and base slabs.
- B. Construct forms so that completed concrete will conform to shapes, lines, grades and dimensions indicated and required.
- C. Forms shall be true, plumb and level with reasonable tight joints. Adequately support and brace forms.
- D. Place anchors, inserts, bolts, sleeves and other device indicated or required for the various portions of all the work.
- E. Oil temporary forms with non-staining form oil before reinforcing steel is placed.
- F. Rough form finish as defined by ACI 301 permitted for concealed concrete.
- G. Smooth form finish as defined by ACI 301 permitted for concealed concrete.
- H. Provide 3/4 inch chamfer on exposed corners and edges, and 1-foot below ground level.

3.03 REMOVAL OF FORMS:

- A. Do not remove forms or supports until concrete has acquired sufficient strength to safely support its own weight and the superimposed loads.
- B. Mixing shall be done in a mixer of adequate size and type to produce uniform distribution of the material throughout the mass.
- C. The mixer shall have a plate affixed showing the manufacturer's recommended operating data and it shall be operated within the speed and capacity limits stated thereon.
- D. The absolute volume of the concrete batch shall not exceed the rated capacity of the mixer.
- E. The entire contents of the drum shall be discharged before any materials are placed.
- F. Improperly mixed concrete will not be placed.
- G. The mixing time shall be in accordance with the recommendations of the mixer manufacturer.

H. Transix Mix Concrete:

1. Sufficient transit mix equipment shall be assigned exclusively to the project as required for continuous operation.
2. Satisfactory evidence shall be furnished so that the delivery of concrete shall be continuous at regular and uniform intervals, without stoppage or interruption.
3. Concrete shall not be placed on the job after a period of 1 hours after the cement has been placed in the mixer, with mixer turning; 30 minutes without mixer turning.

I. Continuous Volumetric Mix Concrete:

1. A mobile, continuous, Volumetric mixer of the rotating puddle type may be used for when approved by ENGINEER.
2. Mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.
3. The mixers shall adequate water supply and metering devices.
4. Calibration of these mixers will be required.

3.04 PLACING CONCRETE:

- A. The minimum temperature of all concrete at the time of placement shall not be less than 50° F.
- B. Clean transporting equipment, reinforcing and embedded items before placing concrete.
- C. Batch trucks or paving equipment not permitted on prepared sub-grade unless authorized by the ENGINEER based on actual job conditions.
- D. Place no concrete until after inspection of forms by ENGINEER.
- E. The maximum time interval between the addition of cement to the batch, and the placing of concrete in the forms shall not exceed the following:

<u>AIR OR CONCRETE TEMPERATURE</u>	<u>NON-AGITATED CONCRETE</u>	<u>MAXIMUM TIME</u>
80 deg. F or Above	(26.6 deg. C)	15 minutes
35 deg. F or 79 deg. F	(1.6 to 26.1 deg. C)	30 minutes
<u>AGITATED CONCRETE</u>		
90 deg. F or Above	(32.2 deg. C)	45 minutes
75 deg F to 89 deg. F	(23.9 to 31.6 deg. C)	60 minutes
35 deg. F to 74 deg. F	(1.6 to 23.3 deg. C)	90 minutes

- F. Prevent segregation during placing.
- G. Consolidate flat work with one pass of mechanical vibrator moving parallel to centerline. Unusual sections and widths may be hand puddled and finished.
- H. Place concrete continuously so that each pour unit will be monolithic in construction and will terminate at expansion, contraction or construction joint. Permit not more than 30 minutes between depositing adjacent batches.
- I. Place slab concrete over membrane waterproofing before waterproofing has become damaged or dirty.
- J. Concrete placement will not be permitted when impending weather conditions will impair the quality of work.
- K. Slope horizontal surfaces of exterior concrete for drainage.
- L. Deposit concrete in forms in horizontal layers not deeper than 24 inches. Avoid inclined construction joints. Place each layer while preceding layer is still plastic to avoid cold joints.
- M. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spanning, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
- N. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to penetrate placed layer of concrete and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. Limit vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

3.05 PLACING CONCRETE IN WATER:

- A. Concrete shall be deposited in water only when specified on the plans or with written permission of the ENGINEER.
- B. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is deposited.
- C. Pump will not be permitted during the concrete placing, nor until it has set for at least 36 hours.
- D. The concrete shall be placed with a tremie, closed bottom-dump bucket or other approved method.
- E. The concrete shall not be allowed to fall freely through the water nor shall it be

disturbed after it has been placed. Its surface shall be kept approximately level during placement.

- F. The tremie shall consist of a water tight tube 14 inches or less in diameter. It shall be constructed so that the bottom can be sealed and opened after it is in place and fully charged with concrete. It shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.
- G. Bottom-dump buckets used for underwater placing shall have a capacity of not less than one-half cubic yard. It shall be lowered gradually and carefully until it rests upon the concrete already gradually and carefully until it rests upon the concrete already placed and raised very slowly during the upward travel; the intent being to maintain still water at the point of discharge and to avoid agitating the mixture.
- H. The placing operations shall be continuous until the work is complete.
- I. Unless otherwise specified all concrete placed under water, except seal concrete, shall contain an additional sack of cement per cubic yard.

3.06 JOINTS:

A. CONTRACTOR:

- 1. Extend entirely across flat slabs at locations shown.
- 2. Location where not shown; maximum spacing is:
 - a. Driveways: 10'
 - b. Sidewalks: 4'
 - c. Other flat slabs: 20 times slab thickness.
- 3. Saw depth not less than 1/4 slab thickness.

B. Expansion:

- 1. Install where shown on the plans.
- 2. Locations where not shown: all structures and features which project through, into or against slab.
- 3. Install according to manufacturer's recommendations, set material securely before placing concrete.
- 4. Install 1 inch width unless shown otherwise.

C. Filling Joints:

- 1. Fill not later than 14 days after sawing.
- 2. Fill immediately following cleaning.
- 3. Fill to 1/8" of surface.
- 4. Remove excess while material is still pliable.
- 5. Refill low areas where necessary.
- 6. Omit filling sidewalk joints.

3.07 FINISHING EXTERIOR FLAT WORK:

- A. Strike off and float as required.
- B. Check surface with ten foot straight edge, maximum variance allowed - 1/8".
- C. Drag concrete surface longitudinally with double thickness burlap drag after completion of straight edging unless noted otherwise.
- D. Use edger on edges of slab.

3.08 CURING:

- A. CONTRACTOR shall inform the ENGINEER fully of the methods and procedures proposed for curing; shall provide proper equipment and material in adequate amounts; shall have approval of the proposed method, equipment and material prior to placing concrete.
- B. All concrete shall be cured for a period of 4 curing days except as noted herein.

EXCEPTIONS TO 4-DAY CURING

<u>Description</u>	<u>Required Curing</u>
Upper Surfaces of Bridge Roadway, Median and Sidewalk Slabs and Top Slabs of Direct Traffic Culverts	8 Curing Days

A curing day is defined as a calendar day when the ambient temperature, taken in the shade

***** END OF SECTION *****

SECTION 03320

CONCRETE ADMIXTURES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. This work shall consist of furnishing materials for use as admixtures in concrete.

PART 2 - PRODUCTS

2.01 AIR ENTRAINING ADMIXTURE

- A. An "Air Entraining Admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will entrain uniformly dispersed microscopic air.
- B. This admixture shall conform to ASTM C 260, modified as follows:
1. The cement used in any series of tests shall be either the cement proposed for specific work or a reference" Type I cement from one mill.
 2. Unless otherwise indicated, the minimum relative durability factor shall be 80.
- C. The air entraining admixture used in the reference concrete shall be high quality neutralized Vinsol Resin.

2.02 WATER - REDUCING, RETARDING ADMIXTURE

- A. A "Water-reducing, Retarding Admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and retard the initial set of the concrete.
- B. This mixture shall conform to ASTM C 494, Type A or D, modified as follows:
1. The water-reducing retarder shall retard the initial set of the plastic concrete a minimum of 2 hour and a maximum of 4 hours when the materials are at a temperature of 90 F, the dosage rate specified by the manufacturer.
 2. The cement used in any series of tests shall be either the cement proposed for specific work or a "reference" Type I cement for one mill.
 3. All concrete tested shall contain entrained air.

2.03 WATER-REDUCING ADMIXTURE

- A. "Water-reducing Admixture" is defined as a material which when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and required strength.
- B. This admixture shall conform to ASTM C 494, Type A.

2.04 ACCELERATING ADMIXTURE

- A. In "Accelerating Admixture" is defined as an admixture that accelerates the setting time and the early strength development of concrete.
- B. This admixture shall conform to ASTM C 494, Type C, modified as follows:
 - 1. This accelerating admixture will contain no chlorides and shall be used in the liquid form only.

2.05 HIGH RANGE WATER REDUCING ADMIXTURES

- A. A "High-range Water Reducing Admixture," referred to as a super plaster size, is defined as a synthetic polymer material which, when added to a low slump concrete mixture increases the slump without segregation, impermeability and durability of the mix.
- B. This admixture shall conform to ASTM C 494, Type F or G, modified as follows:
 - 1. It shall reduce the required water by a minimum of 15 percent.
 - 2. It shall increase the 7 day compressive strength of the concrete by a minimum of 25 percent.
- C. The admixture when added to the mix shall produce the following:
 - 1. Modify a low slump concrete, without the addition of water, to produce a slump which conforms to the range indicated.
 - 2. It shall prevent a temperature rise of the mix above 100 F during high ambient conditions.
 - 3. It shall not increase the chloride content of mix.

2.06 CERTIFICATION

- A. The CONTRACTOR shall submit the name of the admixture proposed and manufacturer's certification that products selected meet the requirements of this item and of ASTM C 260 and C 494 as required.

- B. If more than one admixture is proposed in the concrete mix, a statement of compatibility of components shall accompany certification.
- C. The ENGINEER may request additional information to be submitted such as infrared spectrophotometry scan, solids content, ph value, etc., for further identification.
- D. A change in formulation discovered by any of the tests prescribed herein or other means and not reported and re-tested, may be cause to permanently bar the manufacturer from furnishing admixtures for COUNTY work.
- E. The ENGINEER reserves the right to perform any or all of the tests required by ASTM C 260 and C 494 as a check on the tests reported by the manufacturer.
- F. In case of any variance, the ENGINEER tests will govern.

2.07 APPROVAL

- A. The ENGINEER shall approve all admixtures and dosage. Approval of admixtures shall be based on previous performance of the admixture.
- B. The dosage will be determined from the manufacturer's recommendations, trial mixes or current job approved mix designs, if it is shown that no substantial change in any of the proposed ingredients has been made.
- C. Should the CONTRACTOR desire to change the admixture or dosage approved during the progress of the work, the CONTRACTOR shall perform trial mixes at his own expense and submit the new mix design for approval.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. No concrete shall be delivered to the project until the mix design is approved. All concrete delivered shall conform to the approved job mix formula. Unless otherwise indicated, all concrete shall be air entrained. All admixtures will be added at the Batch Plant. All admixtures shall be in the liquid state. No admixtures shall be dispensed on dry aggregates. Each admixture shall be dispensed separately, but at the same time as the mixing water.
- B. An approved job mix formula for normal hot weather concreting may not perform satisfactorily for extended retardation, in which case its use will not be permitted.
- C. The rotation of the mixer shall be sufficient to thoroughly mix the admixture into the concrete.
- D. Admixtures shall be agitated as required to prevent separation or sedimentation of solids. Air agitation of Neutralized Vinsol Resin will not be permitted.
- E. Normally air entraining agents shall be charged into the mixer at the beginning of

the batch and retarding or water reducing admixtures shall be charged into the mixer during the last part (approximately 1/3) of the batch when an air-entraining agent is used.

- F. Accelerating admixtures will not be used only on the written approval of ENGINEER. Accelerating admixtures will not be permitted in bridge decks, direct traffic culvert slabs at any time nor when Type II cement is specified.
- G. All admixtures shall be of the same brand from only one manufacturer for the entire project, unless otherwise approved by the ENGINEER.
- H. Accelerators will be used only to meet special project requirements and will require the approval of the ENGINEER.
- I. For individual placements of concrete of 25 cubic yards or more and for all ready-mix concrete, the admixture shall be measured and dispensed by a readily adjustable dispenser. When set to a predetermined volume, the dispenser shall fill to the preset amount and hold it positively without leakage until the operator releases the content into the mixing water by some positive means. Unless otherwise indicated, completely automatic dispensing will not be required, except for use with a full automatic plant.
- J. The calibrated container shall be a measuring reservoir of the type where the level of the admixture is visible at all times. A strip gauge with one ounce increments for air entraining admixtures, ten ounce increments for dispersing admixtures, shall be attached securely to the measuring apparatus. This strip shall be a material possessing weather resistant qualities. The accuracy equipment shall visibly show the total amount to be dispensed for ready check by the ENGINEER.
- K. When individual placements of less than 25 cubic yards and with the concrete batched on the job site, the ENGINEER may waive the requirements for mechanical dispensing equipment.
- L. When high range water reducing admixtures are indicated the following will be observed:
 - 1. Ready-mixed concrete shall be delivered in transit mixers and the capacity of the transit mixture shall be reduced for each batch by 25 percent of the rated capacity to assure proper mixing.
 - 2. If during the placement of concrete, a change in slump resulting in a slump loss in excess of 3 inches is noted, the remaining concrete shall be rejected.
 - 3. The addition of water will not be permitted at the job site.
 - 4. Only one liquid admixture shall be used to achieve the desired results, except where air entrainment is indicated, the air entrainment agent will be permitted.

5. The concrete design shall meet the following requirements:

<u>ITEM</u>	<u>TEST</u>	<u>VALUE</u>
Air entrainment	ASTM C 260	3 to 6 percent
High range water reducing Admixture	ASTM C 494 Type F or G	
Water cement ratio Gal/.Sack Max.		6.25
Minimum cement content in Sacks (94 lb. sack)		6.0
Coarse aggregate factor		6.5
Slump Maximum, inches		10
Flexural strength @ 7 days, psi		650
Maximum concrete temperature F		100

PART 4 - MEASUREMENT AND PAYMENT

4.01 No additional compensation will be made for the materials, equipment test or methods required by this item, but shall be considered subsidiary to various items included in the contract.

***** END OF SECTION *****

SECTION 03330

REINFORCING STEEL

PART 1 - GENERAL

1.01 This work shall consist of the furnishing and placing of reinforcing steel, deformed and smooth, of the size and quantity indicated and in accordance with these specifications.

PART 2 - PRODUCTS

2.01 BARS:

- A. Bar reinforcement shall be deformed and shall conform to ASTM A 615, A 616, Grades 40, 60, or 75 and shall be open-hearth, basic oxygen or electric furnace new billet steel, unless otherwise indicated. Large diameter new billet steel (Nos. 14 and 18), Grade 75, will be permitted for straight bars only.
- B. Where bending of bar sizes No. 14 or No. 18 of Grades 40 or 60 is required, bend testing shall be performed on representative specimens as described for smaller bars in the applicable ASTM specification. the required bend shall be 90 degrees at a minimum temperature of 60 F around a pin having a diameter of 10 times the nominal diameter of the bar and shall be free of cracking.
- C. Spiral reinforcement shall be either smooth or deformed bars or wire of the minimum diameter indicated. Bars for spiral reinforcement shall comply with ASTM A 675, A 615, or A 617. Wire shall comply with ASTM A 82. The minimum yield strength for spiral reinforcement shall be 40,000 psi.
- D. In cases where the provisions of this item are in conflict with the provisions of the ASTM Designation to which reference is made, the provisions of this item shall govern.
- E. Report of chemical analysis showing the percentages of carbon, manganese, phosphorus and sulfur will be required for all reinforcing steel when it is to be welded, except for drill shafts. No tack welding will be allowed. All welding shall conform to the requirements of AWS D-1-72.
- F. The nominal size and area and the theoretical weight (lbs.) of reinforcing steel bars covered by these specifications are as follows:

<u>BAR SIZE NUMBER</u>	<u>NOMINAL DIAMETER INCHES</u>	<u>NOMINAL AREA SQUARE INCHES</u>	<u>WEIGHT PER LINEAR FOOT</u>
2	0.250	0.05	0.167
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.65
18	2.257	4.00	13.60

- G. Smooth bars, larger than No. 4, may be steel conforming to the above or may be furnished in any steel that meets the physical requirements of ASTM A36.
- H. Smooth, round bars shall be designated by size number through No. 4. Smooth bars above No. 4 shall be designated by diameter in inches.

2.03 WELDED WIRE FABRIC:

- A. Wire for fabric reinforcement shall be cold-drawn from rods hot-rolled from open-hearth, basic oxygen or electric furnace billet. Wire shall conform to the requirements of the standard Specifications for Cold-Drawn Steel Wire for concrete Reinforcement, ASTM A82 or A496. Wire fabric, when used as reinforcement, shall conform to ASTM A 185 or A 497.
- B. When wire is ordered by size numbers, the following relations between size number, diameter in inches and area shall apply unless otherwise indicated.

<u>SIZE W NUMBER</u>	<u>NOMINAL DIAMETER (INCH)</u>	<u>NOMINAL AREA SQUARE INCHES</u>
31	0.628	0.310
30	0.618	0.300
28	0.597	0.280
26	0.75	0.260
24	0.553	0.240
22	0.529	0.220
20	0.505	0.200
18	0.479	0.180
16	0.451	1.160
14	0.391	0.140
12	0.391	0.120
10	0.357	0.100
8	0.319	0.080
7	0.299	0.070
6	0.276	0.060
5.5	0.265	0.055
5	0.252	0.050
4.5	0.239	0.045
4	0.226	0.040
3.5	0.211	0.035
3	0.195	0.030
2.5	0.178	0.025
2	0.160	0.020
1.5	0.138	0.015
1.2	0.124	0.012
1	0.113	0.010
0.5	0.080	0.005

- C. When deformed wire is required, the size number shall be preceded by D and for smooth wire the prefix shall be shown.

2.04 CHAIRS AND SUPPORTS:

- A. Chairs and Supports shall be steel, precast mortar or concrete blocks cast in molds meeting the approval of the ENGINEER of sufficient strength to position the reinforcement as indicated when supporting the dead load of the reinforcement, the weight of the workers placing concrete and the weight of the concrete bearing on the steel.
- B. Chairs shall be plastic coated when indicated.
- C. Chair types and uses shall be as follows:

Chair Types and Applicable Uses

Structural or Architectural Elements (columns, beams, walls, slabs)exposed to weather, and subject to sand blasting, water blasting or grinding.	Galvanized steel or steel chairs with plastic coated feet.
Structural or Architectural Elements exposed to weather and subject to sand blasting, water blasting or grinding.	Stainless steel
Structural or Architectural Elements not exposed to weather or corrosive condition.	Uncoated steel chairs.

Slabs and grade beams cast on grade. Steel chairs with a base with 9 inch² minimum area or sufficient area to prevent the chair from sinking into fill or sub-grade. Precast mortar or concrete blocks meeting the requirements of this item may be used.

2.05 BENDING:

- A. The reinforcement shall be bent cold, true to the shapes indicated. Bending shall preferable be done in the shop.
- B. Irregularities in bending shall be cause for rejection.
- C. Unless otherwise indicated, the inside diameter of bar bends, in terms of the nominal bar diameter (d), shall be as follows:

1. Bends of 90 degrees and greater in stirrups, ties and other secondary bars that enclose another bar in the bend.

<u>Bar Number</u>	<u>Grade 40</u>	<u>Grade 60</u>
3, 4, 5	3d	4d
6, 7, 8	4d	5d

2. All bends in main bars and in secondary bars not covered above:

<u>Bar Number</u>	<u>Grade 40</u>	<u>Grade 60</u>	<u>Grade 75</u>
3 thru 8	6d	6d	--
9, 10	8d	8d	--
11	8d	8d	8d
14, 18	10d	10d	--

2.06 STORAGE:

- A. Steel reinforcement shall be stored above the surface of the ground upon platforms, skids or other supports and shall be protected as far as practicable from mechanical injury and surface deterioration caused by exposure to conditions producing rust.
- B. When placed in the work, reinforcement shall be free from dirt, paint, grease, oil or other foreign materials. Reinforcement shall be free from injurious defects such as cracks and laminations.
- C. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum dimensions, cross sectional area and tensile properties of a hand wire brushed specimen meets the physical requirements for the size and grade of steel indicated.

2.07 SPLICES:

- A. No splicing of bars, except when indicated or specified herein, will be permitted without written approval of the ENGINEER.
- B. No substitution of bars will be allowed without the approval of the ENGINEER. Any splicing of substituted bars shall conform to Table 03330-1.
- C. Splices not indicated will be permitted in slabs no more than 15 inches in thickness, columns, walls and parapets, but not included for measurement, subject to the following:
 1. Splices will not be permitted in bars 30 feet or less in plan length.
 2. For bars exceeding 30 feet in plan length, the distance center to center of splices shall not be less than 30 feet minus 1 splice length, with no more than 1 individual bar length less than 10 feet.

3. Splices not indicated, but permitted hereby, shall conform to Table 03330-1. The specified concrete cover shall be maintained at such splices and the bars placed in contact and securely tied together.

TABLE 03330-1

Minimum Lap Requirements

<u>Bar Number</u>	<u>Grade 40</u>	<u>Grade 60</u>
3	1 foot 0 inches	1 foot 0 inches
4	1 foot 2 inches	1 foot 9 inches
5	1 foot 5 inches	2 feet 2 inches
6	1 foot 9 inches	2 feet 7 inches
7	2 feet 4 inches	3 feet 5 inches
No. 8	3 feet 0 inches	4 feet 6 inches
No. 9	3 feet 10 inches	5 feet 8 inches
No. 10	4 feet 10 inches	7 feet 3 inches
No. 11	5 feet 11 inches	8 feet 11 inches

- D. Spiral steel shall be lapped a minimum of 1 turn. Bar No. 14 and No. 18 may not be lapped.
- E. Welding of reinforcing bars may be used only where indicated or as permitted herein. All welding operations, processes, equipment, materials, workmanship and inspection shall conform to the requirements indicated. All splices shall be of such dimension and character as to develop the full strength of the bar being spliced.
- F. End preparation for butt welding reinforcing bars shall be done in the field, except Bar No. 6 and larger shall be done in the shop. Delivered bars shall be of sufficient length to permit this practice.
- G. For box culvert extensions with less than 1 foot of fill, the existing longitudinal bars shall have a lap with the new bars as shown in Table 03330-1.
- H. For box extensions with more than 1 foot of fill, a minimum lap of 6 inches will be required.
- I. Unless otherwise indicated, dowel bars transferring tensile stress shall have a minimum embedment equal to the minimum lap requirements shown in Table 03330-1.
- J. Shear transfer dowels shall have a minimum embedment of 12 inches.

PART 3 - EXECUTION

3.01 PLACING:

- A. Reinforcement shall be placed as near as possible in the position indicated. Unless otherwise indicated, dimensions shown for reinforcement are to the centers of the bars.
- B. In the plane of the steel parallel to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of the spacing between bars. In the plane of the steel perpendicular to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/4 inch.
- C. Cover of concrete to the nearest surface of steel shall be as follows:

<u>ITEM</u>	<u>MINIMUM COVER INCHES</u>
1. Concrete cast against and permanently exposed to earth.	3
2. Concrete exposed to earth or weather: Bar No. 6 through 18 bars	2
Bar No. 5, W31 or D31 wire and smaller	1 1/2
3. Concrete not exposed to weather or in contact with ground:	
Slabs, walls, joists:	
Bar No. 14 and 18	1 1/2
Bar No. 11 and smaller	1
Beams, columns:	
Primary reinforcement, ties, stirrups, spirals	1 1/2
Shells, folded plate members:	
Bar No. 6 and larger	1
Bar No. 5, W31 or D31 wire, and smaller	1

- D. Vertical stirrups shall always pass around the main tension members and be attached securely thereto. The reinforcing steel shall be spaced its required distance from the form surface by means of approved galvanized metal spacers, metal spacers with plastic coated tips, stainless steel spacers, plastic spacers or approved precast mortar or concrete blocks. For approval of plastic spacers on a project, representative samples of the plastic shall show no visible indications of deterioration after immersion in a 5 percent solution of sodium hydroxide for 120 hours.

- E. All reinforcing steel shall be tied at all intersections, except that where spacing is less than 1 foot in each direction, alternate intersections only need be tied. For reinforcing steel cages for other structural members, the steel shall be tied at enough intersections to provide a rigid cage of steel. Mats of wire fabric shall overlap each other 1 full space as a minimum to maintain a uniform strength and shall be tied at the ends and edges.
- F. Where prefabricated deformed wire mats are specified or if the CONTRACTOR requests, welded wire fabric may be substituted for a comparable area of steel reinforcing bar plan, subject to the approval of the ENGINEER.
- G. A suitable tie wire shall be provided in each block, to be used for anchoring to the steel. Except in unusual cases and when specifically authorized by the ENGINEER, the size of the surface to be placed adjacent to the forms shall not exceed 2^{1/2} inches square or the equivalent thereof in cases where circular or rectangular areas are provided. Blocks shall be cast accurately the thickness required and the surface to be placed adjacent to the forms shall be a true plane, free of surface imperfections.
- H. Reinforcement shall be supported and tied in such a manner that sufficiently rigid cage of steel is provided. If the cage is not adequately supported to resist settlement or floating upward of the steel overturning of truss bars or movement in any direction during concrete placement, permission to continue concrete placement will be withheld until corrective measures are taken. Sufficient measurements shall be made during concrete placement to insure compliance with the above.
- I. No concrete shall be deposited until the ENGINEER has reviewed the placement of the reinforcing steel and all mortar, mud, dirt, etc, shall be cleaned from the reinforcement, forms, workers' boots and tools.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. The measurement of quantities of reinforcement furnished and placed will be based on the calculated weight of the steel actually placed as indicated, with no allowance made for added bar lengths for splices requested by the CONTRACTOR nor for extra steel used when bars larger than those indicated or with a higher grade of steel are substituted with the permission of the ENGINEER.
- B. Tie wires and supporting devices will not be included in the calculated weights.
- C. The calculated weight of bar reinforcement will be determined using the theoretical bar weight set forth in this item.
- D. Measurement required by a change in design will be computed as described above for the actual steel required to complete the work.

4.02 PAYMENT:

- A. The accepted quantities of reinforcing steel will be paid for at the contract unit bid price per pound complete in place.
- B. When not listed as a separate contract pay item, reinforcing steel shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.
- C. Compensation, whether by contract pay item or incidental work, will be for furnishing, bending, fabricating, welding and placing reinforcement, for all clips, blocks, metal spacers, ties, chairs, wire or other materials used for fastening reinforcement in place and for all tools, labor, equipment and incidentals necessary to complete the work.

***** END OF SECTION *****

SECTION 03335

ROCK RIPRAP

GENERAL

The Contractor shall trim and dress the embankment slopes and bottom for placement of filter material and riprap at the locations shown on the drawings. The prepared slopes shall conform to the cross section shown within an allowable tolerance of plus or minus 3 inches from the theoretical slope lines and grades. Where such areas are below the allowable minus tolerance limit, they shall be brought to grade by filling with earth similar to the adjacent material and well compacted, or by filling with filter material, and no additional payment will be made for any material thus required.

MATERIAL

Filter material shall consist of Trevira Spunbonds fabric filter 1120 or equal as approved by the Engineer.

Rock for riprap shall be sound, durable, hard, free from laminations, weak cleavages, and undesirable weathering, and of such character that it will not disintegrate from the action of air, water, or the conditions to be met in handling and placing. All rock shall be clean and free from earth, clay refuse, and adherent coating. Suitable samples of materials which the Contractor proposes to use in the work shall be taken by the Contractor under the supervision of the Engineer and delivered by and at the expense of the Contractor to the Resident Construction Engineer's Office at least 30 days in advance of the time when placement of riprap is expected to begin. The Contractor shall not deliver any of the proposed material to the site of the work until approval of the test samples by the Engineer has been received. Suitable tests and service record will be used to determine the acceptability of the rock protection materials. Tests to which the materials may be subjected include gradation, specific gravity, soundness, and absorption. All tests (except gradation testing) will be made by the Owner at its expense.

Rock shall conform to the following test requirements and shall have the greatest dimension not greater than 3 times the least dimension. The apparent specific gravity of the rock shall be a minimum of 2.40. Weight loss of rock subjected to 5 cycles of the soundness test (ASTM C88) shall not exceed 15% when run on the 1 1/2 inch to 2 1/2 inch fraction rack shall not exceed 3% (ASTM C127).

Approval of the filter material and rock sources shall not be construed as a waiver of the right of the Owner to require the Contractor to furnish filter material and rock which complies with these specifications.

GRADATION

All points on individual grading curves obtained from representative samples of rock shall lie between the boundary limits as defined by smooth curves drawn through the tabulated individual grading curves within these limit shall not exhibit abrupt changes in slope denoting skip grading, scalping of certain sizes, or other irregularities which would be detrimental to the proper functioning of the filter or rock. All material shall be made to the required grading at the source, and individual loads as delivered to the project shall meet the required grading.

Rock shall weigh not less than 150 pounds per cubic foot and shall be reasonable well-graded within the following limits:

<u>Weight by Pieces (pounds)</u>	<u>Percent Smaller by Weight</u>
1,500	100
1,000	80-95
500	60-80
400	40-70
250	20-50
100	5-15
20	0-15

PLACEMENT

Rock for riprap shall be placed in a manner to produce a reasonably well-graded mass with the minimum practicable percentage of voids, and shall be constructed to the lines and grades shown on the drawings. Rock shall be placed to its full course thickness in one operation. Method of placement shall be submitted to the Engineer for approval prior to commencement of placement operations. The Contractor shall maintain the rock protection until accepted, and any material displaced by any cause shall be replaced at his expense to the lines and grades shown on the drawings. Self-propelled equipment shall not be used on the slopes. Handplacing, barring, or placing by crane will be required only to the extent necessary to secure the results specified. Placing rock by dumping into chutes or by similar methods likely to cause segregation will not be permitted. A tolerance of plus 6 inches or minus 6 inches from the indicated slope lines and grades will be allowed in the finished surface.

Thickness of rock rip-rap to be 2 feet.

***** END OF SECTION *****

SECTION 03336

DRIVEWAY REPAIRS

1.1. Description:

This item shall govern for driveways, with or without reinforcing steel, composed of portland cement concrete constructed on approved subgrade, foundation material or finished surface in accordance with the lines and grades established by the engineer and in conformance with details shown on the plans.

1.2. Materials:

Concrete shall be class "a" concrete meeting the requirement of the item "concrete for structures" or concrete as specified in the items of "concrete pavement" in TxDot 1982 specification.

Reinforcing steel, if required shall conform to the requirements of the item "reinforcing steel".

1.3. Construction Methods:

The subgrade foundation, or pavement surface shall be shaped to lines, grades, and cross sections, hand tamped and sprinkled. If dry, the subgrade or foundation material shall be sprinkled lightly immediately before concrete is deposited thereon.

Outside forms shall be of wood or metal, of a section satisfactory to the engineer, straight, free of warp and of a depth equal to the depth required. They shall be securely staked to line and grade, and maintained in a true position during the depositing of concrete.

The reinforcing steel, if required, shall be placed in position as required by the plans. Care shall be exercised to keep all steel in its proper location.

After the concrete has been struck off and after it has become sufficiently set, the exposed surfaces shall be thoroughly worked with a wooden float.

Where driveway abut a curb or retaining wall, approved expansion material shall be placed along their entire length. Similar expansion material shall be placed around all obstruction protruding through driveways.

***** END OF SECTION *****

SECTION 09100

CONSTRUCTION TRAFFIC CONTROL

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. This item shall consist of the construction, manipulation, maintenance and removal, if required, of detours of the length and to the lines, grades, and typical sections indicated and providing for installing, moving, replacing, maintaining, cleaning and removing upon completion of the work, as required, all detour markers, signs, barricades and other devices used in traffic control and handling at the construction site as indicated or as directed by the ENGINEER.
- B. This item shall also consist of providing, installing, moving, replacing, maintaining, cleaning and removing temporary or permanent street closure barricades, signs or other devices required to handle the traffic in conformance with the current edition of the Texas Manual of Uniform Traffic Control Devices for Street and Highways and as indicated or directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 CONSTRUCTION TRAFFIC CONTROL SIGNS:

- A. Construction traffic control signs shall conform to the provisions of Section 9000 except as noted in the plans or as directed by the ENGINEER.
- B. Construction traffic control signs used herein shall be fabricated using sheeting conforming to the requirements of Table 9000-3.
- C. The substrate for construction signs need only be sufficiently durable to last the life of the project and sufficiently rigid to hold the sheeting in a flat plane.

2.02 SIGN SUPPORTS:

- A. Supports for construction traffic control signs shall be grade #2 fir or yellow pine, pressure treated with pentachlorophenol.
- B. Supports shall have a minimum nominal size of 4-inches x 4-inches and conform to the details shown on the plans.

2.03 PORTABLE SIGN SUPPORT:

- A. Materials for portable sign supports shall comply with the details shown on the plans. Portable sign supports other than those shown on the plans shall be submitted to the Project Manager for approval prior to use.

2.04 BARRICADES:

- A. Barricades shall be classified as Type I, Type II, or Type III and shall comply with the details shown on the plans and the TMUTCD.
- B. Barricade rails shall be fabricated using S4S grade #2 fir or yellow pine and reflectorized sheeting conforming to the requirements shown in Table 9000-3.

2.05 VERTICAL PANELS:

- A. Materials for vertical panels shall conform to the details shown on the plans. Vertical panels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements of the TMUTCD and Table 9000-3.

2.06 CONSTRUCTION TRAFFIC MARKINGS:

- A. Construction traffic markings shall comply with Section 9990 and the details shown in the plans.

2.07 ABBREVIATED PAVEMENT MARKINGS FOR CONSTRUCTION:

- A. The pavement-marking material shall consist of an adhesive-backed reflective tape which can be applied to the pavement. Markings shall be of good appearance, have straight, unbroken edges and have a color that complies with all federal regulations.

1. COLOR

- a) The markings, as well as retroreflected light from the markings, shall be white or yellow as indicated.

2. VISIBILITY

- a) The pavement markings (during daylight hours) shall be distinctively visible for a minimum of 300 feet unless sight distance is restricted by geometric roadway features.
- b) The pavement markings (when illuminated by automobile low beam headlights at night) shall be distinctly visible for a minimum of 160 feet unless sight distance is restricted by geometric features.
- c) The above day and night visibility requirements shall be met when viewed from an automobile traveling on the roadway.

2.08 CHANNELIZATION DEVICES:

A. BARRELS

1. Barrels shall be of metal or nonmetal composition approved by the ENGINEER and of 30 to 55 gallon capacity. Only one size may be used on the project. The barrels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements of TMUTCD and Table 9000-3. The markings on the barrels shall be horizontal, circumferential, orange wide. There shall be a minimum of 55 alternating orange and white stripes on each barrel. Barrels shall also conform to the details shown on the plans.
2. Type "B" barrels shall be equipped with either Type "A" low intensity or Type "C" steady- burn warning lights complying with the provisions to TMUTCD and the ITE standard for flashing and steady-burn lights. The use warning lights shall be as directed by the ENGINEER.

B. TRAFFIC CONES

1. Traffic cones shall conform to the details shown on the plans.

C. TUBULAR TRAFFIC MARKERS

1. POST

- a) The post shall be of a thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.
- b) Dimensions:

Outside Diameter 2.23 inches to 4 inches
Wall Thickness..... 0.125 inch minimum
Length..... 18 to 36 inches
Color Orange

2. BASE

- a) The base shall be of a thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.
- b) Dimensions:

Height..... 1/2 to 2 inches
Outside Diameter 7 to 12 inches
Color..... black or same color as post

3. ASSEMBLY UNITS

- a) Assembly units which are inherent with the particular marker shall be as per manufacturer's recommendations.

4. ADHESIVES

- a) Adhesive shall be epoxy type (permanent installation or butyl type (temporary installation) as per manufacturer's recommendations.
- b) Other methods approved by the ENGINEER prior to initiating the work may be used; however, said approval does not abrogate the CONTRACTOR'S responsibility of effecting the temporary or permanent installation.

5. REFLECTORIZATION

- a) If used at night, tubular traffic markers shall have two 3-inch, circumferential reflective bands, no more than 2-inches from the top with no more than 6-inches separating the bands. Reflective material shall be SIA-250 or higher sheeting conforming to the provisions of Section 9000. The color of reflective material shall be as shown in the plans.

2.09 SEQUENTIAL ARROW DISPLAYS

- A. Sequential arrow displays shall be sequentially lighted and roof or trailer mounted. The minimum panel size shall be 30-inches high and 54-inches wide. The display shall have 22 hooded sealed beam amber lamps rated at a maximum intensity of 8800 candlepower.
- B. Light intensity shall be adjustable by dimmer switch. The operating modes shall be as follows:
 1. Pass Left. 3 chevrons of 5 lamps each sequence in right to left pattern 40 to 50 times per minute.
 2. Pass Right. 3 chevrons of 5 lamps each sequence in left to right pattern 40 to 50 times per minute.
 3. Pass Either Side. The two outermost chevrons on each end of the panel pointing like arrowheads and flashing 40 to 50 times per minute with crossing row of lamps burning continuously.
 4. Warning. 4 lamps, one at each corner of the panel, flashing 40 to 50 times per minute.

2.10 MATERIALS FOR CONSTRUCTION DETOURS

A. FLEXIBLE BASE

1. Flexible base shall conform to Section 2601.

B. ASPHALT TREATED BASE

1. Asphalt treated base shall conform to Section 2604.

C. PRIME COAT

1. Prime Coat shall conform to Section 2610.

D. TACK COAT

1. Tack Coat shall conform to Section 2620.

E. SEAL COAT

1. Seal Coat shall conform to Section 2617 or Section 2645.

F. HOT MIX ASPHALTIC CONCRETE PAVEMENT

1. Hot Mix shall be Type D conforming to Section 2612.

G. SEEDING

1. Seeding shall conform to Section 0000.

PART 3 - EXECUTION

3.01 CONSTRUCTION TRAFFIC CONTROL SIGNS AND SIGN SUPPORTS:

- A. Construction traffic control signs and sign supports shall be installed at locations noted on the plans in conformance with the TMUTCD or as directed by the ENGINEER.

3.02 PORTABLE SIGN SUPPORTS:

- A. Portable sign supports for traffic control devices for detours shall be furnished by the CONTRACTOR, shall be installed at the locations shown on the plans, unless otherwise shown on the plans, and shall remain the property of the CONTRACTOR.
- B. Unless otherwise specified, portable sign supports shall be of the dimensions shown on the plans.

3.03 BARRICADES:

- A. Barricades shall be installed in conformity with the details noted on the plans or as directed by the ENGINEER.

3.04 VERTICAL PANELS:

- A. Vertical panels shall be installed in conformity with the details noted on the plans or as directed by the ENGINEER.

3.05 CONSTRUCTION TRAFFIC MARKINGS:

- A. Construction traffic markings shall be installed in conformity with Section 9990 and the details shown on the plans or as directed by the ENGINEER.

3.06 ABBREVIATED PAVEMENT MARKING FOR CONSTRUCTION:

- A. Abbreviated markings meeting all specification requirements shall be in place on all roadways on which traffic is allowed and where suitable standard pavement marking is not in place. The transverse location of the line(s) formed by the markings shall be as determined by the ENGINEER.

- B. Unless otherwise indicated, the abbreviated markings shall be placed as follows:

<u>Condition</u>	<u>Spacing</u>	<u>Length of Stripe</u>
Straight	40 feet approximately	48 inch
Curve greater than 2 degrees	20 feet maximum	48 inch
Curve less than or equal 2 degrees	40 feet maximum	48 inch

- C. Pavement markings shall be a minimum of 3 7/8 inches wide. Length and spacing will be in accordance with these specifications.
- D. The spacing of stripes may be modified by the ENGINEER. However, the maximum spacing specified above shall not be exceeded in any case.
- E. The CONTRACTOR will be responsible for maintaining the abbreviated pavement markings until standard pavement markings are in place.
- F. Abbreviated pavement markings shall be removed after all permanent markings have been place.

3.07 CHANNELIZATION DEVICES:

A. TYPE "A" BARRELS

- 1. Type "A" barrels shall be used during daylight hours only and shall not be equipped with warning lights of any type.

B. TYPE "B" BARRELS

1. Type "B" barrels shall be equipped with warning lights. Type "B" barrels shall be used during nighttime hours only, unless otherwise shown on the plans or directed by the Project Manager.
2. The term "daylight hours" refers to those hours between dawn and dusk. The term "nighttime hours" refers to those hours between dusk and dawn.

C. TRAFFIC CONES

1. Traffic cones shall be installed in conformity with the plans and the TMUTCD or as directed by the ENGINEER.

D. TUBULAR TRAFFIC MARKERS

1. The metal, concrete, or bituminous surface where the tubular traffic markers are to be placed shall be thoroughly cleaned.
2. Metal and concrete surfaces shall be sandblasted or wire brushed. Bituminous surfaces shall be cleaned in accordance with manufacturer's recommendations.
3. All loose sand, dust and other deleterious debris from cleaned mounting surfaces shall be removed.
4. Tubular traffic markers shall be installed in conformity with details and at locations shown on the plans or as directed by the ENGINEER and in accordance with the manufacturer's recommendation.
5. In the event that removal of an installation (temporary or permanent) is effected and the metal, concrete, or bituminous surface is damaged the CONTRACTOR shall repair and otherwise restore said surface to its original condition at no additional cost to the County.
6. All defective post(s), base(s), assembly unit(s), adhesive(s), or reflective sheeting contributing to the detriment of the intended function of the tubular traffic markers shall be replaced by the CONTRACTOR at no additional cost to the COUNTY.

- E. Channelization devices shall be and installed in accordance with the details shown on the plans, except that barrels shall be as noted herein.

3.08 SEQUENTIAL ARROW DISPLAY:

- A. Sequential arrow displays shall be used according to the requirements shown on the plans and shown in TMUTCD.

3.09 CONSTRUCTION DETOURS:

- A. The detours shall be constructed at the locations and to the lines and grades indicated and it shall be the entire responsibility of the CONTRACTOR to provide for the passage of traffic in comfort and safety without creating a dust problem.

3.10 CONSTRUCTION METHODS:

- A. Prior to commencing construction, suitable "Construction Traffic Control" devices shall be installed to protect the workers and the public.
- B. The CONTRACTOR shall be responsible for installing all markers, signs and barricades conforming to The Texas Manual on Uniform Traffic Control Devices and/or as indicated. If, in the opinion of the ENGINEER, additional markers, signs or barricades are needed in the interest of safety, the CONTRACTOR will install such as are required or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

- A. Measurement of various items described in this specification complete in place will be made as follows:
 - 1. Construction traffic control sign assemblies, consisting of the applicable signage mounted on either sign supports or portable sign supports, shall be measured per each or lump sum.
 - 2. Barricades shall be measured by the type per each.
 - 3. Vertical panels shall be measured per each. Supports required for vertical panels will not be measured for payment but will be considered incidental to the completion of the work.
 - 4. Construction traffic markings shall be measured per linear foot.
 - 5. Abbreviated pavement markings for construction shall be measured per linear foot.
 - 6. Channelization devices shall be measured per each for the category and type shown.
 - 7. Sequential arrow display shall be measured per each.
 - 8. Construction detours shall be measured per each or considered incidental to completion of construction.
 - 9. Construction traffic control plan, consisting of any or all of the items described herein, shall be measured lump sum or incidental to completion of construction.

4.02 PAYMENT:

- A. The accepted quantities of construction traffic control devices shall be paid at the contract unit bid price per the unit of measurement noted above.
- B. Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

***** END OF SECTION *****

SECTION 30040

BIAXIAL GEOGRID REINFORCEMENT SPECIFICATION

DESCRIPTION This item shall consist of furnishing, delivering and installing geogrid reinforcement.

MATERIALS The material shall be punched and drawn with a single layer grid structure formed by a regular network of integrally connected polymeric tensile elements with aperture designed to interlock with the surrounding fill material. The structure shall be capable of maintaining dimensional stability during placement and under normal construction traffic. The geogrid shall be resistant to damage during construction; including ultraviolet degradation and it shall have long term resistance to chemical and biological degradation caused by the material being reinforced.

The geogrid shall also conform to the properties specified below.

STRUCTURAL GEOGRID PROPERTIES

Index Properties	Test Method	Values	
		MD	XMD
Aperture Dimensions	Direct Measurement	1.0-1.5 in	1.3-1.5in
Minimum Rib Thickness	Direct Measurement	0.05 in	0.05 in
Minimum Tensile Strength @ 2% Strain	ASTM D6637	410 lb/ft	620 lb/ft
Minimum Tensile Strength @ 5% Strain	ASTM D6637	810 lb/ft	1,340 lb/ft
Minimum Ultimate Tensile Strength	ASTM D6637	1,310 lb/ft	1,970 lb/ft

Structural Integrity	Test Method	Values
Junction Efficiency	ASTM D7737 / GRI-GG2	93%
Minimum Flexural Stiffness	ASTM D7748	750,000 mg-cm
Aperture Stability	GRI-GG9	0.65 m-N/deg

Durability	Test Method	Values
Minimum Resistance to Installation Damage	ASTM D5818 (Sample) ASTM D6637 (Load Cap.)	95%SC / 93%SW / 90%GP
Resistance to Long Term Degradation	ASTM D6637 / EPA 9090	100%
Resistance to UV Degradation	ASTM D4355 / D6637	100%

.....

Alternate geogrid material will be considered. Such material must be pre-approved in writing by the Engineer prior to bid date. Alternate material packages must be submitted to the Engineer, a minimum of 15 calendar days prior to bid date. Submittal packages must include, as a minimum, the following:

- A. Full scale laboratory testing and in ground testing of pavement structures reinforced with the specific geogrid which quantifies the structural contribution of the geogrid to the pavement structure. The increase in structural layer coefficient of the base course must meet or exceed that of the design geogrid.

- B. Independent certified test results stating that the alternate geogrid has resistance to in-plane rotational movement measured by applying a 20 cm-kg (2 m-N) moment to the central junction of a 9 inch x 9 inch specimen restrained at its perimeter.
- C. A list of 5 comparable projects, in terms of size and applications, in the United States, where the results of the specific alternate geogrid's use can be verified after a minimal of 1 year service.
- D. A sample of the geogrid and certified specification sheets.

CONSTRUCTION METHODS Subgrade shall be prepared as indicated on the plans or as directed by the Engineer. The geogrid shall be installed in accordance with the lines and grades shown on the plans. The geogrid shall be oriented such that the roll lengths run parallel to the road direction. Geogrid sections shall be overlapped a minimum of one foot unless otherwise indicated on the plans or as directed by the Engineer. Care shall be taken to ensure the geogrid sections do not separate during construction; adjacent rolls shall be tied together every 30 feet using suitable plastic ties. Placement of geogrid around corners may require cutting and diagonal lapping. The geogrid shall be pinned, or held in place by other means, at the beginning of the backfill section but will be left free elsewhere to relieve wrinkles or folds in material during placement.

Fill material shall be placed in lift thicknesses and compacted as shown on the plans. Tracked construction equipment shall operate on the grid only with a minimum fill cover of four inches. Rubber tired equipment may operate directly on the grid at speeds less than 5 miles per hour if the underlying material is capable of supporting the loads. Sections of geogrid which are damaged by construction activity shall be repaired at the Contractor's expense.

MEASUREMENT This item will be measured by the square yard of surface area as shown on the plans. No measurement will be made for lapping of material.

PAYMENT The work performed and materials furnished, as prescribed by this item, measured as provided under "Measurement", will be paid for at the unit price bid for "Biaxial Geogrid Reinforcement", which shall be full compensation for furnishing all labor, materials, freight, tools, equipment and incidentals, and for doing all the work involved in placement of the geogrid, complete in place.

• ** END OF SECTION ** •

SECTION ITEM 164

SEEDING FOR EROSION CONTROL

164.1. Description. This Item shall govern for preparing ground, providing for sowing of seeds, mulching with straw, hay, or cellulose fiber and other management practices on areas shown on the plans and in accordance with this Item.

It includes seeding for permanent erosion control and seeding for temporary erosion control during the initial winter season.

164.2. Materials.

(1) Seed. All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed (PLS = purity x germination), name and type of seed. Seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer. Buffalograss shall be treated with a dormancy method approved by the Engineer. The species and varieties of seed shall be from among the types specified in Tables 1A and 1B.

Table 1A. List of Selected Grass Species with Their Scientific and Common Names

<u>Scientific Name (Acceptable Varieties)</u>	<u>Common Name</u>	<u>Season Warm/Cool</u>	<u>Native/ Introduced</u>
<u>Agropyron smithii</u>	Western Wheatgrass	C	N
<u>Andropogon hallii</u>	Sand Bluestem	W	N
<u>Avena sativa</u>	Oats	C	I
<u>Bothriochloa ischaemum</u>	K-R Bluestem	W	I
<u>Bouteloua curtipendula</u>	Sideoats Grama (see seed mix table for appropriate varieties)	W	N
<u>Bouteloua eriopoda</u>	Black Grama	W	N
<u>Bouteloua gracilis</u>	Blue Grama (see seed mix table for appropriate varieties)	W	N
<u>Buchloe dactyloides</u>	Buffalograss	W	N
<u>Cenchrus ciliaris</u>	Buffelgrass	W	I
<u>Chloris guyana</u>	Rhodesgrass	W	I
<u>Cynodon dactylon</u>	Bermudagrass	W	I
<u>Eragrostis trichodes</u>	Sand Lovegrass (see seed mix table for appropriate varieties)	W	N

<u>Festuca arundinaceae</u>	Tall Fescue	C	N
<u>Hordeum vulgare</u>	Barley	C	I
<u>Leptochloa dubia</u>	Green Sprangletop	W	N
<u>Panicum virgatum</u>	Switchgrass (see seed mix table for appropriate varieties)	W	N
<u>Paspalum notatum</u>	Bahiagrass (Pensacola variety)	W	I
<u>Schizachyrium scoparium</u>	Little Bluestem (Texas origin only)	W	N
<u>Setaria italica</u>	Foxtail Millet	W	I
<u>Setaria macrostachya</u>	Plains Bristlegrass	W	N
<u>Sorghastrum avenaceum</u>	Indiangrass (see seed mix table for appropriate varieties)	W	N
<u>Sporobolus cryptandrus</u>	Sand Dropseed	W	N
<u>Triticum aestivum</u>	Wheat (Red, Winter)	C	I

Table 1B. List of Selected Legumes Species with Their Scientific and Common Names

Scientific Name	Common Name	Season Warm/Cool	Native/ Introduced
<u>Trifolium incarnatum</u>	Crimson Clover	C	I
<u>Melilotus officinalis</u>	Yellow Sweetclover	C	I
<u>Vicia villosa</u>	Hairy Vetch	C	I

(2) Fertilizer. Fertilizer shall conform to the requirements of Item 166, "Fertilizer". The fertilizer used shall have the analysis as shown on the plans.

(3) Water. Water shall conform to the requirements of Item 168, "Vegetative Watering".

(4) Mulch.

(a) Straw Mulch or Hay Mulch. Straw mulch shall be oat, wheat or rice straw. Hay mulch shall be prairie grass, bermudagrass or other hay as approved by the Engineer. The straw mulch or hay mulch shall be free of Johnson grass or other noxious weeds and foreign materials. It shall be kept in a dry condition and shall not be molded or rotted.

(b) Cellulose Fiber Mulch. It shall meet the requirements of and be approved by the Director of Maintenance and Operations. A list of pretested and approved materials will be maintained and can be obtained by writing the Director of Maintenance and Operations, 125 East 11th Street, Austin, Texas 78701-2483.

The mulch shall be designed for use in conventional mechanical planting, hydraulic planting of seed or hydraulic mulching of grass seed, either alone or with fertilizers and other additives. The mulch shall be such that, when applied, the material shall form a strong, moisture-retaining mat without the need of an asphalt binder. It shall be kept in a dry condition until applied and shall not be molded or rotted.

(5) Soil Retention Blanket. Soil retention blanket shall meet the requirements of Item 169, "Soil Retention Blanket".

(6) Tacking Agents. Tacking agents for straw or hay mulch shall be SS-1, unless otherwise shown on the plans. A biodegradable tacking agent may be used in lieu of the SS-1 tacking agent when approved by the Engineer. Asphaltic material shall conform to the requirements of Item 300, "Asphalt, Oils and Emulsions".

164.3. Construction Methods. After designated areas have been completed to the lines, grades and cross sections shown on the plans and as provided for in other items of this contract, seeding shall be performed in accordance with the requirements hereinafter described. Unless otherwise approved by the Engineer, all areas to be seeded shall be cultivated to a depth of at least four (4) inches, except where seeding is to be done using a seed drill suitable for seeding into untilled soil. The seedbeds shall be cultivated sufficiently to reduce the soil to a state of good tilth when the soil particles on the surface are small enough and lie closely enough together to prevent the seed from being covered too deeply for optimum germination. Cultivation of the seedbed will not be required in loose sand where depth of sand is four (4) inches or more.

The cross section previously established shall be maintained throughout the process of cultivation. Any necessary reshaping shall be done prior to any planting of seed.

(1) Planting Season and Seed Mixes. All planting shall be done between the dates specified for each highway district except as specifically authorized in writing by the Engineer.

The pure live seed planted per acre shall be of the type specified in Table 2 for rural areas (warm season), Table 3 for urban areas (warm season), Tables 4A and 4B for temporary erosion control (cool season) and Table 5 for temporary erosion control (warm season), with the mixture, rates and planting dates except as shown on the plans.

**Table 2.
Rural Area Species-Specific Warm-Season
Seeding Mixtures in Pounds of Pure
Live Seed Per Acre, by District.**

District and Planting Dates *		Mixture for Use in Clay or Tight Soils		Mixture for Use in Sand or Sandy Soils	
1 (Eastern Sections) (Paris)		(Western Sections)		(All Sections)	
Feb 1 -	Green Sprangletop	0.9	Green Sprangletop	0.7	Green Sprangletop 1.1
May 15	Bermudagrass 1.2	Bermudagrass	0.9	Bermudagrass	1.5
	Little Bluestem 1.7	Little Bluestem	1.4	Bahiagrass	6.7
	Indiangrass 2.3	Indiangrass	1.8	(Pensacola)	
	(Lometa)	(Lometa)			
	Switchgrass 1.4				
	(Alamo or Blackwell)				
2 (Eastern Sections) (Ft. Worth)		(Western Sections)		(All Sections)	
Feb 1 -	Green Sprangletop 0.6	Green Sprangletop	0.6	Green Sprangletop	0.7

May 1	Sideoats Grama 1.8 (El Reno)	Sideoats Grama 1.8 (Haskell or El Reno)	Sideoats Grama 2.2 (Haskell)
	Bermudagrass 0.8	Little Bluestem 1.1	Bermudagrass 0.9
	Little Bluestem 1.1	Indiangrass 1.5	Little Bluestem 1.4
	K-R Bluestem 0.7	(Lometa or Cheyenne)	Sand Dropseed 0.2
	Switchgrass 1.2	K-R Bluestem 0.7	

District and Planting Dates *

Mixture for Use in Clay or Tight Soils

Mixture for Use in Sand or Sandy Soils

(Alamo or Blackwell)

Switchgrass 1.2
(Alamo or Blackwell)

3(Eastern Sections)
(Wichita Falls)

(Western Sections,
i.e., Clay Co. West)

(All Sections)

Feb 1 -	Green Sprangletop 0.7	Green Sprangletop 0.7	Green Sprangletop 0.6
May 1	Sideoats Grama 2.2	Sideoats Grama 2.2	Sideoats Grama 1.8
**	(El Reno)	(El Reno)	(El Reno)
***	Bermudagrass 0.9	Blue Grama 0.6	Bermudagrass 0.8
	Buffalograss 6.4	(Lovington)	Little Bluestem 1.1
	Western Wheatgr. 2.8	Buffalograss 6.4	Sand Dropseed 0.2
		Western Wheatgr. 2.8	Sand Bluestem 0.2

4 (All Sections)

(All Sections)

(Amarillo)

Feb 15 -	Green Sprangletop 0.9	Green Sprangletop 0.7
May 15	Sideoats Grama 2.8	Sideoats Grama 2.2
***	(El Reno)	(El Reno)
	Blue Grama 0.8	Blue Grama 0.6
	(Lovington)	(Lovington)
	Buffalograss 8.0	Sand Dropseed 0.2
		Sand Bluestem 0.2

5 (E. of IH 27)

(W. of IH 27)

(All Sections)

(Lubbock)

Feb 15 -	Green Sprangletop 0.9	Green Sprangletop 0.9	Green Sprangletop 0.7
May 15	Sideoats Grama 2.8	Sideoats Grama 2.8	Sideoats Grama 2.2
***	(El Reno)	(Coronado)	(Coronado)
	Blue Grama 0.8	Blue Grama 0.8	Blue Grama 0.6
	(Lovington)	(Lovington)	(Lovington)
	Buffalograss 8.0	Buffalograss 8.0	Sand Dropseed 0.2
		Sand Bluestem 0.2	

6 (N. of Pecos River)

(S. of Pecos River)

(All Sections)

(Odessa)

Feb 1 -	Green Sprangletop 0.7	Green Sprangletop 0.9	Green Sprangletop 0.6
May 15	Sideoats Grama 2.2	Sideoats Grama 2.8	Black Grama 0.3
	(Premier or Uvalde)	(Premier or Tucson)	Blue Grama 0.5

District and Planting Dates *

Mixture for Use in Clay or Tight Soils

Mixture for Use in Sand or Sandy Soil

Black Grama 0.4	Black Grama 0.5	(Hachita)
Blue Grama 0.6	Blue Grama 0.8	Little Bluestem 1.1
(Hachita)	Sand Dropseed 0.2	
Little Bluestem 1.4	Sand Bluestem 0.2	

7 (All Sections) (San Angelo)			(All Sections)		
Feb 1 -	Green Sprangletop	0.7		Green Sprangletop	0.7
May 1	Sideoats Grama (Haskell)	2.2		Sideoats Grama (Haskell)	2.2
	Buffalograss	6.4		Little Bluestem	1.4
	Little Bluestem	1.4		K-R Bluestem	0.8
	K-R Bluestem	0.8		Sand Dropseed	0.2

8 (N., W., E. of and (Abilene) including Fisher Co.)			(S. of Fisher Co.)	(All Sections)		
Feb 1 -						
May 15	Green Sprangletop	0.9	Green Sprangletop	0.9	Green Sprangletop	0.7
***	Sideoats Grama (Haskell)	2.8	Sideoats Grama (Haskell)	2.8	Sideoats Grama (Haskell)	2.2
	Buffalograss	8.0	Buffalograss	8.0	K-R Bluestem	0.8
	Blue Grama (Hachita)	0.8	Little Bluestem	1.7	Sand Dropseed	0.2
			Sand Bluestem	0.2		

9 (E. of IH 35) (W. of IH 35)		(All Sections)				
(Waco)						
Feb 1 -	Green Sprangletop	0.6	Green Sprangletop	0.6	Green Sprangletop	0.9
May 15	Bermudagrass	0.8	Sideoats Grama (Haskell or Premier)	1.8	Bermudagrass	1.2
	Little Bluestem	1.1	Buffalograss	5.3	K-R Bluestem	1.0
	Indiangrass	1.5			Sand Dropseed	0.3
	(Lometa) Little Bluestem	1.1				
	K-R Bluestem	0.7	K-R Bluestem	0.7		
	Switchgrass (Alamo)	1.2	Switchgrass (Alamo)	1.2		

District and Planting Dates * **Mixture for Use in Clay or Tight Soils** **Mixture for Use in Sand or Sandy Soils**

10 (All Sections) (Tyler)			(All Sections)		
Feb 1 -	Green Sprangletop	0.7		Green Sprangletop	1.7
May 15	Bermudagrass	0.9		Bermudagrass	2.3
	Little Bluestem	1.4			
	Indiangrass	1.8			
	(Lometa)				
	Switchgrass	1.4			
	(Alamo)				

11 (All Sections) (Lufkin)			(All Sections)		
Feb 15 -	Green Sprangletop	0.7		Green Sprangletop	1.7
May 15	Bermudagrass	0.9		Bermudagrass	2.3
	Little Bluestem	1.4			
	Indiangrass	1.8			
	(Lometa)				
	Switchgrass	1.4			
	(Alamo)				

12 (All Sections) (Houston)			(All Sections)		
Jan 15 -	Green Sprangletop	0.6		Green Sprangletop	0.9
May 15	Bermudagrass	0.8		Bermudagrass	1.2
	Little Bluestem	1.1		Bahiagrass	5.0

Indiangrass 1.5 (Lometa)	(Pensacola)
K-R Bluestem 0.7	K-R Bluestem 1.0
Switchgrass 1.2 (Alamo)	

13 (Wharton and (Yoakum) Matagorda Cos.)	(All Other Sections)	(All Sections)	
Jan 15 -			
May 15	Green Sprangletop 0.9 Bermudagrass 1.2 Little Bluestem 1.7 K-R Bluestem 1.0 (Lometa)	Green Sprangletop 0.6 Bermudagrass 0.8 Little Bluestem 1.1 Indiangrass 1.5 Little Bluestem 1.4	Green Sprangletop 0.7 Bermudagrass 0.9 Bahigrass 4.0 (Pensacola)

District and Planting Dates *	Mixture for Use in Clay or Tight Soils	Mixture for Use in Sand or Sandy Soils
--	---	---

K-R Bluestem 0.7	K-R Bluestem 0.8
Switchgrass 1.2 (Alamo)	

14 (E. of IH 35) (W. of IH 35) (Austin)	(All Sections)
Feb 1 -	Green Sprangletop 0.6
May 15	Green Sprangletop 0.6 Bermudagrass 0.8 Little Bluestem 1.1 Indiangrass 1.5 (Lometa) (Lometa) Buffalograss 5.3 Buffalograss 5.3 Sideoats Grama 1.8 Sideoats Grama 1.8 (Haskell or Uvalde) (Haskell or Uvalde) Switchgrass 1.2 (Alamo)

15 (Uvalde, Frio, and (San Atascosa Cos., N.E.) Antonio)	(Zavala, LaSalle, and McMullen Cos., S.W.)	(All Sections)
Feb 1 -		
May 1	Green Sprangletop 0.6 Sideoats Grama 1.8 (Haskell or Uvalde) Little Bluestem 1.1 Bermudagrass 0.8 Buffalograss 5.3 K-R Bluestem 0.7	Green Sprangletop 0.6 Bermudagrass 1.2 Buffelgrass 2.0 K-R Bluestem 1.0 Plains Bristlegr. 1.0 K-R Bluestem 0.7 Bermudagrass 0.8

16 (E. of U.S. 77) (Corpus Christi)	(W. of U.S. 77)	(All Sections)
Jan 15 -	Green Sprangletop 0.7	Green Sprangletop 0.7
May 1	Bermudagrass 0.9 Sideoats Grama 2.2 (Haskell or Uvalde) Little Bluestem 1.4 K-R Bluestem 0.8	Rhodesgrass 0.4 Bermudagrass 1.2 Buffelgrass 2.0 K-R Bluestem 1.0 Buffalograss 6.4

District and Planting Dates *	Mixture for Use in Clay or Tight Soils	Mixture for Use in Sand or Sandy Soils
--	---	---

17 (All Sections) (Bryan)	(All Sections)		
Feb 1 - Green Sprangletop	0.6	Green Sprangletop	1.1
May 15 Bermudagrass 0.8		Bermudagrass	1.5
Little Bluestem 1.1		Bahiagrass 6.7	
Indiangrass 1.5	(Pensacola)		
(Lometa)			
K-R Bluestem 0.7			
Switchgrass 1.2			
(Alamo)			
18 (E. of U.S. 75) (Dallas)	(W. of U.S. 75)	(All Sections)	
Feb 1 - Green Sprangletop	0.6	Green Sprangletop 0.7	Green Sprangletop 1.1
May 1 Bermudagrass 0.8	Bermudagrass 0.9	Bermudagrass	1.5
Little Bluestem 1.1	Sideoats Grama 2.2	Sand Dropseed	0.4
Indiangrass 1.5 (El Reno)			
(Lometa or Cheyenne)	Little Bluestem 1.4		
Buffalograss 5.3	Indiangrass 1.8		
Switchgrass 1.2 (Lometa or Cheyenne)			
(Alamo or Blackwell)			
19 (All Sections) (Atlanta)	(All Sections)		
Feb 1 - Green Sprangletop	0.6	Green Sprangletop	1.1
May 15 Bermudagrass 0.8		Bermudagrass	1.5
Little Bluestem 1.1		Bahiagrass 6.7	
Indiangrass 1.5	(Pensacola)		
(Lometa or Cheyenne)			
Switchgrass 1.2			
(Alamo)			
Bahiagrass 3.3			
(Pensacola)			
20 (All Sections) (Beaumont)	(All Sections)		
Jan 15 - Green Sprangletop	0.7	Green Sprangletop	1.1
May 15 Bermudagrass 0.9		Bermudagrass	1.5
District and Planting Dates *	Mixture for Use in Clay or Tight Soils	Mixture for Use in Sand or Sandy Soils	
Little Bluestem 1.4	Bahiagrass 6.7		
Indiangrass 1.8	(Pensacola)		
(Lometa)			
Switchgrass 1.4			
(Alamo)			
21 (All Sections) (Pharr)	(All Sections)		
Jan 15 - Green Sprangletop	0.7	Green Sprangletop	0.7
May 1 Rhodesgrass 0.4		Bermudagrass 0.9	
Plains Bristlegr. 1.2		Rhodesgrass 0.4	
Buffalograss 6.4	Buffelgrass 1.2		
K-R Bluestem 0.8	Sand Dropseed 0.2		
23 (All Sections) (Brownwood)	(All Sections)		

Feb 1 - Green Sprangletop	0.7	Green Sprangletop	0.6
May 15 Little Bluestem	1.4	Little Bluestem	1.1
Sideoats Grama	2.2	Sideoats Grama	1.8
(Haskell)		(Haskell)	
Buffalograss	6.4	Bermudagrass	0.8
K-R Bluestem	0.8	Sand Lovegrass	0.5
		Sand Dropseed	0.2

24 (All Sections)

(All Sections)

(El Paso)			
Feb 1 - Green Sprangletop	0.7	Green Sprangletop	0.9
May 1 Black Grama	0.4	Black Grama	0.5
**** Blue Grama	0.6	Blue Grama	0.8
(Hachita)		(Hachita)	
Sideoats Grama	2.2	Sand Dropseed	0.3
(Tucson)			
Sand Dropseed	0.2		

25 (All Sections)

(All Sections)

(Childress)			
Feb 1 - Green Sprangletop	0.7	Green Sprangletop	0.7
May 15 Sideoats Grama	2.2	Sideoats Grama	2.2
** (El Reno)		(El Reno)	

District and Planting Dates *

Mixture for Use in Clay or Tight Soils

Mixture for Use in Sand or Sandy Soils

Blue Grama	0.6	Blue Grama	0.6
(Lovington)		(Lovington)	
Buffalograss	6.4	Little Bluestem	1.4
Western Wheatgr.	2.8	Sand Dropseed	0.2

* Planting dates are optima.

** In the seed mix, Western Wheatgrass must be sown between September 1 and February 28.

*** In the seed mix, use Woodward variety of Sand Bluestem in the Rolling Plains (including the Canadian River Valley), and Elida variety of Sand Bluestem in the High Plains.

**** In the seed mix, substitute Premier variety of Sideoats Grama in E. Brewster Co.

**Table 3.
Urban Area Species-Specific Warm-Season
Seeding Mixtures in Pounds of Pure
Live Seed Per Acre, by District.**

District and Planting Dates *

Mixture for Use in Clay or Tight Soils

Mixture for Use in Sand or Sandy Soils

1 (All Sections)		(All Sections)	
(Paris)			
Feb 1 - Green Sprangletop	1.7	Green Sprangletop	1.7
May 15 Bermudagrass	2.3	Bermudagrass	2.3
2 (Eastern Sections)		(Western Sections)	(All Sections)
(Ft. Worth)			
Feb 1 - Green Sprangletop	0.9	Green Sprangletop	1.1
		Green Sprangletop	1.1

May 1	K-R Bluestem	1.0	K-R Bluestem	1.3	K-R Bluestem	1.3
	Bermudagrass	1.2	Buffalograss	10.7	Bermudagrass	1.5
	Buffalograss	8.0				

3 (Eastern Sections)			(Western Sections)		(All Sections)	
(Wichita Falls)	Green Sprangletop	1.1	Green Sprangletop	0.9	Green Sprangletop	1.1
Feb 1 -	Bermudagrass	1.5	Sideoats Grama	2.8	Bermudagrass	1.5
May 1	Buffalograss	10.7	(El Reno)		Sand Dropseed	0.4

District and Planting Dates *	Mixture for Use in Clay or Tight Soils	Mixture for Use in Sand or Sandy Soils
--------------------------------------	---	---

**	Western Wheatgr.	3.5
	Buffalograss	8.0

4 (All Sections)			(All Sections)		
(Amarillo)	Green Sprangletop	0.9	Green Sprangletop	0.9	
Feb 15 -	Sideoats Grama	2.8	Sideoats Grama	2.8	
May 15	(El Reno)		(El Reno)		
	Blue Grama	0.8	Blue Grama	0.8	
	(Lovington)		(Lovington)		
	Buffalograss	8.0	Sand Dropseed	0.3	

5 (All Sections)			(All Sections)		
(Lubbock)	Green Sprangletop	0.9	Green Sprangletop	0.9	
Feb 15 -	Sideoats Grama	2.8	Sideoats Grama	2.8	
May 15	(El Reno)		(Coronado)		
	Blue Grama	0.8	Blue Grama	0.8	
	(Lovington)		(Lovington)		
	Buffalograss	8.0	Sand Dropseed	0.3	

6 (All Sections)			(All Sections)		
(Odessa)	Green Sprangletop	0.9	Green Sprangletop	0.9	
Feb 1 -	Black Grama	0.5	Black Grama	0.5	
May 15	Blue Grama	0.8	Blue Grama	0.8	
***	(Hachita)		(Hachita)		
	Sideoats Grama	2.8	Sand Dropseed	0.3	

7 (All Sections)			(All Sections)		
(San Angelo)	Green Sprangletop	0.9	Green Sprangletop	0.9	
Feb 1 -	Buffalograss	8.0	K-R Bluestem	1.0	
May 1	K-R Bluestem	1.0	Sand Dropseed	0.3	
	Sideoats Grama	2.8	Sideoats Grama	2.8	
	(Haskell)		(Haskell)		

District and Planting Dates *	Mixture for Use in Clay or Tight Soils	Mixture for Use in Sand or Sandy Soils
--------------------------------------	---	---

8 (All Sections)			(All Sections)		
(Abilene)	Green Sprangletop	0.7	Green Sprangletop	0.9	
Feb 1 -	Buffalograss	6.4	Sand Dropseed	0.3	
May 15					

Sideoats Grama 2.2
(Haskell)
K-R Bluestem 0.8
Blue Grama 0.6
(Hachita)

Sideoats Grama 2.8
(Haskell)
K-R Bluestem 1.0

9 (E. of IH 35) (W. of IH 35) (All Sections)

(Waco)

Feb 1 - Green Sprangletop 0.9 Green Sprangletop 0.9 Green Sprangletop 0.7
May 15 Bermudagrass 1.2 Sideoats Grama 2.8 Bermudagrass 0.9
K-R Bluestem 1.0 (Premier or Haskell) Sideoats Grama 2.2
Buffalograss 8.0 K-R Bluestem 1.0 (Premier or Haskell)
Buffalograss 8.0 K-R Bluestem 0.8
Sand Dropseed 0.2

10 (All Sections)

(All Sections)

(Tyler)

Feb 1 - Green Sprangletop 1.7 Green Sprangletop 1.7
May 15 Bermudagrass 2.3 Bermudagrass 2.3

11 (All Sections)

(All Sections)

(Lufkin)

Feb 1 - Green Sprangletop 1.7 Green Sprangletop 1.7
May 15 Bermudagrass 2.3 Bermudagrass 2.3

12 (All Sections)

(All Sections)

(Houston)

Jan 15 - Green Sprangletop 1.1 Green Sprangletop 1.1
May 15 Bermudagrass 1.5 Bermudagrass 1.5
K-R Bluestem 1.3 K-R Bluestem 1.3

13 (All Sections)

(All Sections)

(Yoakum)

Jan 15 - Green Sprangletop 1.1 Green Sprangletop 1.1
May 15 Bermudagrass 1.5 Bermudagrass 1.5

**District and
Planting Dates ***

**Mixture for Use in
Clay or Tight Soils**

**Mixture for Use in
Sand or Sandy Soils**

K-R Bluestem 1.3

K-R Bluestem 1.3

14 (E. of IH 35) (W. of IH 35) (All Sections)

(Austin)

Feb 1 - Green Sprangletop 0.9 Green Sprangletop 0.9 Green Sprangletop 0.9
May 15 Bermudagrass 1.2 Buffalograss 8.0 K-R Bluestem 1.0
Buffalograss 8.0 K-R Bluestem 1.0 Bermudagrass 1.2
Sideoats Grama 2.8 Sideoats Grama 2.8 Sand Lovegrass 0.8
(Haskell) (Haskell or Uvalde)

15 (E. of U.S. 281) (W. of U.S. 281) (All Sections)

(San Antonio)

Feb 1 - Green Sprangletop 1.1 Green Sprangletop 0.9 Green Sprangletop 1.1
May 1 Buffalograss 10.7 Sideoats Grama 2.8 Bermudagrass 1.5
Bermudagrass 1.5 (Haskell or Uvalde) Sideoats Grama 3.7
Buffalograss 8.0 (Haskell or Uvalde)
Bermudagrass 1.2

16 (E. of U.S. 77)	(W. of U.S. 77)	(All Sections)
(Corpus Christi)		
Jan 15 - Green Sprangletop 1.1	Green Sprangletop 0.9	Green Sprangletop 0.9
May 1 Bermudagrass 1.5	K-R Bluestem 1.0	Bermudagrass 1.2
K-R Bluestem 1.3	Buffalograss 8.0	K-R Bluestem 1.0
	Bermudagrass 1.2	Sand Dropseed 0.3

17 (All Sections)	(All Sections)
(Bryan)	
Feb 1 - Green Sprangletop 1.1	Green Sprangletop 1.1
May 15 Bermudagrass 1.5	Bermudagrass 1.5
K-R Bluestem 1.3	K-R Bluestem 1.3

18 (All Sections)	(All Sections)
(Dallas)	
Feb 1 - Green Sprangletop 1.1	Green Sprangletop 1.1

District and Planting Dates *	Mixture for Use in Clay or Tight Soils	Mixture for Use in Sand or Sandy Soils
--------------------------------------	---	---

May 1 Bermudagrass 1.5	Bermudagrass 1.5
Buffalograss 10.7	Sand Dropseed 0.4

19 (All Sections)	(All Sections)
(Atlanta)	
Feb 1 - Green Sprangletop 1.7	Green Sprangletop 1.7
May 15 Bermudagrass 2.3	Bermudagrass 2.3

20 (All Sections)	(All Sections)
(Beaumont)	
Jan 15 - Green Sprangletop 1.5	Green Sprangletop 1.5
May 15 Bermudagrass 1.2	Bermudagrass 1.2

21 (E. of U.S. 281)	(W. of U.S. 281)	(All Sections)
(Pharr)		
Jan 15 - Green Sprangletop 0.9	Green Sprangletop 0.9	Green Sprangletop 0.9
May 1 Bermudagrass 1.2	Sideoats Grama 2.8	Bermudagrass 1.2
K-R Bluestem 1.0	(Premier or Uvalde)	K-R Bluestem 1.0
Buffalograss 8.0	K-R Bluestem 1.0	Sand Dropseed 0.3
	Buffalograss 8.0	

23 (All Sections)	(All Sections)
(Brownwood)	
Feb 1 - Green Sprangletop 0.7	Green Sprangletop 0.7
May 15 Buffalograss 6.4	K-R Bluestem 0.8
K-R Bluestem 0.8	Bermudagrass 0.9
Sideoats Grama 2.2	Sideoats Grama 2.2
(Haskell)	(Haskell)
Bermudagrass 0.9	Sand Dropseed 0.2

24 (All Sections)	(All Sections)
(El Paso)	
Feb 1 - Green Sprangletop 0.7	Green Sprangletop 0.9
May 1 Black Grama 0.4	Black Grama 0.5
**** Blue Grama 0.6	Blue Grama 0.8
Sideoats Grama 2.2	Sand Dropseed 0.3
(Tucson)	

Sand Dropseed 0.2

District and Planting Dates *	Mixture for Use in Clay or Tight Soils	Mixture for Use in Sand or Sandy Soils
25 (All Sections) (Childress)	(All Sections)	
Feb 1 - Green Sprangletop	0.7	Green Sprangletop 0.7
May 15 Sideoats Grama 2.2		Sideoats Grama 2.2
** (El Reno)	(El Reno)	
Blue Grama 0.6	Blue Grama 0.6	
(Lovington)	(Lovington)	
Western Wheatgr. 2.8		Western Wheatgr. 2.8
Buffalograss 6.4	Sand Dropseed 0.2	

* Planting dates are optima.

** In the seed mix, Western Wheatgrass must be sown between September 1 and February 28.

*** North of Pecos River use either Premier or Uvalde varieties of Sideoats Grama in the seed mix. South of the Pecos River use either Premier or Tucson varieties in the seed mix.

**** In the seed mix, substitute Premier variety of Sideoats Grama in E. Brewster County.

(2) Broadcast Seeding. The seed or seed mixture, in the quantity specified, shall be uniformly distributed over the areas shown on the plans or where directed by the Engineer. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. If mechanical equipment is used, all varieties of seed as well as fertilizer, may be distributed simultaneously provided that each component is uniformly applied at the specified rate. When seed and fertilizer are to be distributed as a water slurry, the mixture shall be applied to the area to be seeded within 30 minutes after components are placed in the equipment. After planting, the planted area shall be rolled with a light corrugated drum roller or another type of roller approved by the Engineer. All rolling of the sloped areas shall be along the contour of the slopes.

(3) Straw or Hay Mulch Seeding. The seed or seed mixture, in the quantity specified, shall be uniformly distributed over the areas shown on the plans or where directed by the Engineer. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. If mechanical equipment is used, all varieties of seed, as well as fertilizer, may be distributed simultaneously provided that each component is uniformly applied at the specified rate. When seed and fertilizer are to be distributed as a water slurry, the mixture shall be applied to the area to be seeded within 30 minutes after all components are placed in the equipment.

Immediately upon completion of planting of the seed, straw or hay mulch shall be spread uniformly over the seeded area at the rate of approximately 1.5 to 2.0 tons of hay mulch or 2.0 to 2.5 tons of straw mulch per acre. When a mulching machine is used it must be approved by the Engineer and may be equipped to inject a tacking agent into the straw or hay mulch uniformly as it leaves the equipment at a rate of 0.05 to 0.10 gallon of tacking agent per square yard of mulched area. When the tacking agent is placed by hand, then the rate of application for the tacking agent shall be approximately 0.15 gallon per square yard.

(4) Cellulose Fiber Mulch Seeding. The seed or seed mixture, in the quantity specified, shall be uniformly distributed over the areas shown on the plans or where directed by the Engineer. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. If mechanical equipment is used all varieties of seed, as well as fertilizer, may be distributed simultaneously, provided that each component is uniformly applied at the specified rate. When seed and fertilizer are to be

distributed as a water slurry, the mixture shall be applied to that area to be seeded within 30 minutes after all components are placed in the equipment.

Immediately upon completion of planting of the seed, cellulose fiber mulch shall be spread uniformly over the seeded area at the following rates:

- Sandy soils with 3:1 slope or less - min. 2000 lbs./acre
- Sandy soils with greater than 3:1 slope - min. 2300 lbs./acre
- Clay soils with 3:1 slope or less - min. 2500 lbs./acre
- Clay soils with greater than 3:1 slope - min. 3000 lbs./acre

Cellulose fiber mulch rates are based on dry weight of mulch per acre. When used, a mulching machine, approved by the Engineer, shall be equipped to eject the thoroughly wet mulch material at a uniform rate to provide the mulch coverage specified.

(5) Drill Seeding. The seed or seed mixture, in the quantity specified, shall be uniformly distributed over the areas shown on the plans or where directed by the Engineer. All varieties of seed, as well as fertilizer, may be distributed simultaneously provided that each component is uniformly applied at the specified rate. Seed shall be drilled at a depth of from 1/4 inch to 3/8 inch utilizing a pasture or rangeland type drill. All drilling shall be along the contour of the slope. After planting, the area shall be rolled with a roller integral to the seed drill, or a light corrugated drum roller or with another type of roller approved by the Engineer. All rolling of sloped areas shall be on the contour of the slopes.

(6) Straw or Hay Mulching. Mulch shall be spread uniformly over the area indicated on plans or as designated by the Engineer at the rate of approximately 1.5 to 2.0 tons of hay mulch or 2.0 to 2.5 tons of straw mulch per acre. When used, a mulching machine approved by the Engineer shall be equipped to inject a tacking agent into the straw or hay mulch uniformly as it leaves the equipment at a rate of 0.05 to 0.10 gallon of tacking agent per square yard of mulched area. If the straw or hay mulch and tacking agent are placed by hand, then the rate of application for the tacking agent shall be approximately 0.15 gallon per square yard.

(7) Soil Retention Blanket. If specified on the plans, a soil retention blanket shall be applied in accordance with Item 169, "Soil Retention Blanket".

(8) Watering. Watering of the seeded area shall be conducted when, in the judgement of the Engineer, sufficient seedling survival is threatened by insufficient natural precipitation and shall be in accordance with Item 168, "Vegetative Watering".

(9) Fertilizer. Fertilizer, when required, shall be applied in accordance with Item 166, "Fertilizer".

164.4. Seeding for Cool Season Temporary Erosion Control.

(1) Standard Seeding. When specified on the plans or directed by the Engineer, temporary erosion control measures shall be performed. These measures shall consist of the sowing of seed mixtures appropriate for the season and the work and materials as required in Article 164.3. These measures shall be performed over the areas shown on the plans or where directed by the Engineer. Temporary erosion control measures shall be performed in addition to other "Seeding for Erosion Control" as herein specified. The pure live seed, of the cool season plants, planted per acre shall be of the type specified, with the mixture, rate and planting dates as follows in Tables 4A and 4B, except as shown on the plans.

**Table 4A. Cool Season Grass Seeding Mixtures
for Temporary Erosion Control,
in Pounds of Pure Live Seed per Acre,
by District.**

Districts & Optimum Planting Dates	Common Name	Rate
1, 2, 3, 4, 5, 8, 18, 23, 25 August 15 - November 30	Tall Fescue	4.0
	Western Wheatgrass	5.0
	Wheat (Red, Winter)	30.0
6, 7, 24 August 15 - November 30	Western Wheatgrass	7.5
	Wheat (Red, Winter)	45.0
9, 10, 11, 14, 15, 17, 19 September 1 - November 30	Tall Fescue	4.0
	Oats	21.0 *
	Wheat (Red, Winter)	30.0
12, 13, 16, 20, 21 September 1 - November 30	Oats	64.0 *

* May substitute Barley at 72.0 lb./acre divided by the number of species in the mix.

(2) **Legume Seeding.** When specified on the plans or directed by the Engineer, the following regionally adapted legumes shall be planted.

Table 4B. Cool Season Legume Seeding for Temporary Erosion Control, in Pounds of Pure Live Seed per Acre, by District.

Districts & Optimum Planting Dates	Common Name	Rate
1, 2, 3, 9, 10, 11, 12, 17, 18, 19, 20	Crimson Clover	7.0
Districts & Optimum Planting Dates	Common Name	Rate
August 15 - November 30		
13, 14, 15, 16, 21 September 1 - November 30	Hairy Vetch	8.0
4, 5, 6, 7, 8, 23, 24, 25 August 15 - November 30	Yellow Sweetclover	4.0

164.5. Seeding for Warm Season Temporary Erosion Control.

(1) **Standard Seeding.** When specified on the plans or directed by the Engineer, temporary erosion control measures shall be performed. This measure shall consist of the sowing of seed appropriate for the season and the work and materials as required in Article 164.3. These measures shall be performed over the areas shown on the plans or where directed by the Engineer. Temporary erosion control measures shall be performed in addition to other "Seeding for Erosion Control" as herein specified. The pure live seed planted per acre shall be of the type specified, rate and seed planting date as follows in Table 5 except as shown on the plans.

**Table 5.
Warm Season Seeding for Temporary Erosion Control,
in Pounds of Pure Live Seed per Acre, by District.**

Districts & Optimum Planting Dates	Common Name	Rate
2, 3, 7, 15, 16 18, 21, 24 May 1 - August 31	Foxtail Millet	30.0
1, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 17, 19, 20, 23, 25 May 15 - August 31	Foxtail Millet	30.0

164.6. Measurement. "Straw or Hay Mulch" will be measured by the square yard or by the acre, complete and in place. All "Seeding", of the type specified, will be measured by the square yard or by the acre, complete and in place.

164.7. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Broadcast Seeding", "Straw or Hay Mulch Seeding", "Cellulose Fiber Mulch Seeding", "Drill Seeding", "Straw or Hay Mulching", "Standard Seeding for Cool Season Temporary Erosion Control", "Legume Seeding for Temporary Erosion Control" or "Standard Seeding for Warm Season Temporary Erosion Control", of the common names specified. This price will be full compensation for furnishing all materials, including water for seed-fertilizer slurry and hydraulic mulching, tacking agents if required, and for performing all operations necessary to complete the work.

Unless otherwise shown on the plans, fertilizer will not be paid for directly, but will be considered subsidiary work pertaining to this Item.

"Soil Retention Blanket" will be paid for under Item 169, "Soil Retention Blanket".

Water for irrigating the cultivated area or seedbed, when required, will be paid for under Item 168, "Vegetative Watering".

**** END OF SECTION ****

SECTION ITEM 400

EXCAVATION AND BACKFILL FOR STRUCTURES

400.1. Description. This Item shall govern for the excavation, bedding, backfill and/or portland cement stabilized backfill required for the construction of all structures, except drilled shafts. This Item shall also govern for any necessary sloping, pumping or bailing, for drainage, and for all sheeting and bracing of excavation walls up to five (5) feet in depth. Excavation greater than five (5) feet in depth shall be protected as specified in Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring." Unless otherwise provided, the work included herein shall provide for the removal of old structures or portions thereof (abutments, wingwalls, piers, house foundations, old sewers, sewer appurtenances, etc.), trees and all other obstructions to the proposed construction, the blocking of the ends of abandoned sewers cut and left in place, and the protection of existing utilities. Also governed by this Item are the cutting and restoration of pavement and base courses, the construction and removal of any required cofferdams, the hauling and disposition of surplus materials and the bridging of trenches and other provisions for maintenance of traffic or access.

400.2. Excavation.

(1) General. Excavation shall conform to the lines and grades shown on the plans or as directed by the Engineer.

When trench and/or negative projecting conditions for concrete pipe culverts are required by design, an excavation diagram will be shown on the plans. These limits of excavation shall not be exceeded.

(a) Disposal of Excavation. All materials from excavation operations not required for backfilling and that are considered satisfactory, may be placed in embankment in accordance with Item 132, "Embankment." All excess material or material not satisfactory for use in embankment will become the property of the Contractor. All surplus material shall be removed from the work site promptly following the completion of the portion of the structure involved and disposed of in a manner satisfactory to the Engineer.

Whenever excavation is made for installing structures across private property or beyond the limits of the embankment, the top soil removed in the excavation shall be kept separate and replaced, as nearly as feasible, in its original position, and the entire area involved in the construction operations shall be restored to a condition acceptable to the Engineer.

(b) Excavation in Streets. Where structures are installed in streets, highways or other paved areas, the work shall include the cutting of pavement and base to neat lines and the restoration of pavement structure after structural excavation and backfill are completed. The type and thickness of replacement materials shall be as shown on the plans. Any work done or any damage to base and/or pavement incurred outside the limits shown on the plans or authorized by the Engineer, will not be measured for payment, but shall be restored at the Contractor's expense. Maintenance and control of traffic shall be in accordance with the approved traffic control plan and Manual on Uniform Traffic Control Devices.

(c) Protection of Utilities. The Contractor shall conduct his work with a minimum disturbance of existing utilities and it shall be his responsibility to coordinate all work in or

near the utilities with the utility owners. The Contractor shall inform utility owners sufficiently in advance of his operations to enable them to identify and locate, reroute, provide temporary detours, or to make other adjustments to utility lines in order that work may proceed with a minimum of delay. The Contractor shall cooperate with all utility owners concerned for any utility adjustments necessary.

Particular care shall be exercised to avoid the cutting or damaging of underground utility lines that are to remain in place. Such lines, if damaged shall be restored promptly and shall be handled in accordance with Article 7.11. When active sanitary sewer lines are cut during excavation operations, temporary flumes shall be provided across the excavation, while open, and the lines shall be restored when the backfilling has progressed to the original bedding lines of the cut sewer.

(d) Removing Old Or Abandoned Structures. When old or abandoned structures or foundations are encountered in the excavation, such obstructions shall be removed for the full width of the excavation and to a depth of one (1) foot below the bottom of the excavation.

When old inlets or manholes are encountered and no plan provision is made for adjustment or connection to the new structures, such manholes and inlets shall be removed completely to a depth one (1) foot below the bottom of the excavation. In each instance, the bottom of the excavation shall be restored to grade by backfilling and compacting by the methods provided hereinafter for backfill. Where the excavation cuts through abandoned sewers, these sewers shall be removed as required to clear the new structure and plugged in a manner approved by the Engineer.

(e) Dewatering Of Excavation Area. Structures shall not be constructed or laid in the presence of water unless approved by the Engineer. Setting of precast members, placement of concrete, or pipe placing operations shall be performed on a dry firm bed. This shall be accomplished by removal of water from the surface of the bed by bailing, pumping, wellpoint installation, deep wells, french drains, or any other method approved by the Engineer.

For foundations placed in the presence of water, when approved by the Engineer, pumping or bailing from the interior of any foundation enclosure shall be done in a manner which precludes the possibility of movement of water through or alongside any concrete being placed. No pumping or bailing will be permitted during the placing of structural concrete, or for a period of at least 36 hours thereafter, unless from a suitable sump separated from the concrete work. Pumping or bailing during placement of seal concrete shall be only to the extent necessary to maintain a static head of water within the cofferdam. Pumping or bailing to dewater a sealed cofferdam shall not be started until the seal has aged at least 36 hours.

In the event that the excavation cannot be dewatered to the point where the subgrade is free of mud, or it is difficult to keep the reinforcing steel clean in cast-in-place structures, a special material shall be used in the bottom of the excavation. Such special material shall be a minimum depth of three (3) inches and shall consist of a lean concrete mixture (not less than three (3) sacks of cement per cubic yard), or other material approved by the Engineer.

(f) Bridge Foundations and Retaining Walls. To determine the adequacy of a proposed foundation, the Engineer may require the Contractor to make soundings or take cores to determine the character of the subgrade materials. The maximum depth of soundings or cores will not exceed five (5) feet below the proposed footing grade.

Care shall be taken not to disturb the material below the bottom of footing grade. Backfilling in a foundation to compensate for excavation which has extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the footing is

placed. The additional concrete involved shall be at the Contractor's expense.

Unless otherwise required herein or on the plans, rock or other hard foundation material shall be free from all loose material, clean, and cut to a firm surface which may be level, stepped, or serrated, as directed by the Engineer. All seams shall be cleaned out and filled with concrete at the time the footing is placed.

When the material encountered at footing grade of a retaining wall, bridge bent or pier is found to be partially of rock or incompressible material and partially of a compressible material, the foundation shall not be placed until the Engineer has inspected the footing and authorized necessary changes to provide a uniform bearing condition.

(g) Culverts. For all single and multiple box culverts, pipe culverts, pipe arch culverts, long span structural plate structures, box sewers, and pipe sewers where the soil encountered at established footing grade is an unstable or incompressible material, the following procedure shall be used unless other methods are called for on the plans:

Unstable material shall be removed to a depth not to exceed two (2) feet below the footing of the structure unless additional depth is authorized by the Engineer. All soil removed shall be replaced with stable material in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer shall have sufficient moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.

When it is not feasible to construct a stable footing as outlined above, the Contractor shall use special materials, such as flexible base, cement stabilized base, cement stabilized backfill or other material, as directed by the Engineer. This work will be paid for as provided in Article 400.8. Special material used, or additional excavation made, for the Contractor's convenience to expedite the work, will be at the Contractor's expense.

When the material encountered at the footing grade of a structure is found to be rock, partially rock or other incompressible material, the incompressible material shall be removed to a depth of six (6) inches below the footing grade and backfilled with a compressible material approved by the Engineer and compacted in accordance with Article 400.5.

(h) Trench. Unless otherwise shown on the plans, all sewer pipe structures shall be constructed in an open cut with vertical sides to a point one (1) foot above the pipe. When site conditions or the plans do not prohibit the sloping of the cut, the excavation one (1) foot above the pipe may be stepped and/or the sides laid back to a stable slope. Required vertical sides shall be sheeted and braced when necessary to maintain the required vertical excavation throughout the construction period.

For all pipe sewers to be constructed in fill above natural ground, the embankment shall first be constructed to an elevation not less than one (1) foot above the top of the pipe, after which excavation for the pipe shall be made as noted above.

Unstable or incompressible material shall be removed in accordance with Subarticle 400.2.(3). For unstable trench conditions requiring outside forms, seals, sheeting and bracing, or where ground water is encountered, any additional excavation and backfill required shall be done at the Contractor's expense for trenches up to five (5) feet in depth.

400.3. Cofferdams. The term cofferdam designates any temporary or removable structure constructed to hold the surrounding earth, water, or both out of the excavation, whether the structure is formed of soil, timber, steel, concrete, or a combination of these. The "cofferdam" shall

also include the use of pumping wells or well points used for the same purpose. The cost of cofferdams shall be included in the price bid for excavation except where temporary special shoring is shown on the plans to provide excavation protection.

400.4

For sheet pile or other types of cofferdams which require internal bracing, the Contractor shall submit details and design calculations bearing the seal of a Registered Professional Engineer for review. The maximum stresses shall not exceed 125 percent of the working allowable stresses used by the Department for the design of structures. The interior dimensions of cofferdams shall provide sufficient clearance for the construction, inspection (inside and outside), and removal of any required forms and to permit pumping outside the forms. In general, sheet pile cofferdams shall extend well below the bottom of the footings and any concrete seal and shall be well braced and as watertight as practicable.

Concrete for foundation seals, unless otherwise specified shall be Class E concrete in accordance with Item 421, "Portland Cement Concrete." The concrete seal shall be placed in accordance with Item 420, "Concrete Structures." Seal concrete when authorized by the Engineer will be paid for as provided in the various bid items. If no direct method of payment is provided in the contract for seal concrete, the work will be measured and paid for in accordance with Article 4.3. Seal placed for the convenience of the Contractor will be at the Contractor's expense.

When the Engineer judges it to be impractical to dewater a cofferdam and a concrete seal is to be placed around piling driven therein, the excavation shall be deep enough to allow for swell of the material during pile driving operations. After driving the piling, all swelling material shall be removed to the bottom of the seal grade. Where it is possible to dewater the cofferdam without placing a seal, the foundation material shall be removed to exact footing grades after piling are driven. Backfilling a foundation to compensate for excavation which has been extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the seals or footings are placed. The additional concrete quantities necessary to compensate for excavation below grade shall be at the Contractor's expense.

Unless otherwise provided, cofferdams shall be removed by the Contractor after the completion of the substructure without disturbing or damaging the structure.

400.4. Shaping and Bedding. For precast pipe and box sections, the excavation shall be undercut a minimum depth sufficient to accommodate the class of bedding indicated on the plans and conforming to the bedding requirements of this Item. Where cement stabilized backfill is indicated on the plans, the excavation shall be undercut a minimum of four (4) inches and backfilled with stabilized material to support the pipe at the required grade.

Three classes of bedding for trench or embankment conditions are shown in Figures 1, 2, and 3. Bedding shall be in accordance with Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material.

400.5. Backfill.

(1) General. As soon as practical, all portions of the excavation not occupied by the permanent structure shall be backfilled. Backfill material may be obtained from excavation or from other sources. Backfill material shall be free from stones of such size as to interfere with compaction; free from large lumps which will not break down readily under compaction; and free from frozen lumps, wood, or other extraneous material.

Backfill which will not support any portion of the completed roadbed or embankment shall be placed in layers not more than 10 inches in depth (loose measurement). Backfill which will support any portion of the roadbed or embankment shall be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer of backfill shall be compacted to a density comparable with the adjacent undisturbed soil or as shown on the plans.

Each layer of backfill material, if dry, shall be wetted uniformly to the moisture content required to obtain a density comparable with the adjacent undisturbed soil or as shown on the plans and shall be compacted to that density by means of mechanical tamps or rammers. The use of rolling equipment of the type generally used in compacting embankments will be permitted on portions which are accessible to such equipment.

When tamping equipment is furnished which, when proven to the satisfaction of the Engineer, will adequately compact the backfill material to the density required, the eight (8) inch and 10 inch lifts (loose measurement) specified above may be increased to lifts not to exceed 12 inches.

Cohesion less materials, such as sand, may be used for general backfilling purposes. Compaction of cohesion less materials shall be done with vibratory equipment, water ponding or a combination thereof.

(2) Bridge Foundations, Retaining Walls, And Culverts. No backfill shall be placed against any structure until the concrete has reached the minimum flexural strength required in Item 421, "Portland Cement Concrete."

The material used for backfilling shall be free of any appreciable amount of gravel or stone particles more than four (4) inches in greatest dimension and shall be of a gradation that permits thorough compaction. The use of rock or gravel mixed with soil will be permitted, provided the percentage of fines is sufficient to fill all voids and insure a uniform and thoroughly compacted mass of proper density.

When the excavation has been made through a hard material resistant to erosion, the Engineer may require the backfill around piers and in front of abutments and wings to be of stone or lean concrete. Unless otherwise provided, such backfill will be measured and paid for as extra work in accordance with Article 4.3.

Embankment which is too close to a structure to permit compaction by the use of the blading and rolling equipment used on adjoining sections of embankment, shall be placed and compacted in accordance with Subarticle 400.5(1). Mechanical tamps or rammers shall be required when the structure being backfilled could sustain damage from other compacting operations.

Care shall be taken to prevent any wedging action of backfill against the structure, and the slopes bounding the excavation shall be stepped or serrated to prevent such action. Backfill placed around piers shall be deposited uniformly.

(3) Pipe. After the bedding and pipes have been installed as required, the selected backfill materials shall be brought to proper moisture condition, placed along both sides of the pipe equally, in uniform layers not exceeding eight (8) inches in depth (loose measurement), and each lift thoroughly compacted mechanically. Special care shall be taken to secure thorough compaction of the materials placed under the haunches of the pipe and to prevent damage

or displacement of the pipe. Filling and/or backfilling shall be continued in this manner to the elevation of the top of the pipe. Backfill above the top of the pipe shall be placed and compacted in accordance with Sub-article 400.5(1). During construction, protection of the pipe shall be in accordance with the pertinent pipe item. Pipe damaged by the Contractor during construction shall be replaced at the Contractor's expense or repaired to the satisfaction of the Engineer.

The Engineer may reject any material containing more than 20 percent by weight of material retained on a three (3) inch sieve, or material excavated in such a manner as to produce large lumps not easily broken down or which cannot be spread in loose layers. In general, material excavated by means of a trenching machine will meet the requirements above, provided large stones are not present.

Where sewers extend beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved, additional material shall be placed and compacted, as herein specified for backfill outside the limits of the roadbed, until this minimum cover has been provided.

400.6. Cement Stabilized Backfill. When shown on the plans, the excavation shall be backfilled to the elevations shown with cement stabilized backfill. Unless otherwise shown on the plans, cement stabilized backfill shall contain aggregate, water and a minimum of seven (7) percent portland cement based on the dry weight of the aggregate, in accordance with Test Method Tex-120-E. Aggregate shall be as shown on the plans or as approved by the Engineer.

Cement stabilized backfill below the top of sewers, manholes, inlets, or other structures shall be placed equally along all sides of the structure so as to prevent strain on or displacement of the structure. Cement stabilized backfill shall be placed in a manner that will completely fill all voids in the trench. Should compaction be required to fill all voids, hand operated tampers may be used.

400.7. Measurement. Excavation and backfill will be measured by the cubic yard. Cutting and restoring of pavement will be measured by the square yard.

This is a plans quantity measurement item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

Unless otherwise shown on the plans, structural excavation for pipe headwalls, inlets, manholes, culvert widening (extensions) 15 feet or less in length, bridge abutments, retaining walls and side road and private entrance pipe culverts will not be measured but shall be considered subsidiary to the various bid items.

For culvert widening (extensive) greater than 15 feet, quantities for structural excavation will be shown on the plans.

Structural excavation will be measured by the cubic yard computed by the method of average end areas using the following limits to establish templates for measurement:

(1) For all excavation requiring measurement, except that required for the barrels of pipe culverts; for structural plate structures no material outside of vertical planes one (1) foot

beyond the edges of the footings and parallel thereto will be included, unless otherwise shown on the plans. When the plans provide the Contractor the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

(2) For pipes 42 inches or less in nominal or equivalent diameter, no material outside of vertical planes one (1) foot beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. For pipes more than 42 inches in nominal or equivalent diameter, no material outside of vertical planes located two (2) feet beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. Excavation for pipes shall be measured between the extreme ends of the completed structure, including any end appurtenances, as shown on the plans and from centerline to centerline of inlets, manholes, etc., therein. When excavation for appurtenances is measured for payment, the limits of excavation for the pipes shall not overlap those of the appurtenances.

(3) For structural plate structures no material outside of vertical planes three (3) feet beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the excavation shall be extended for measurement to vertical planes located at one-half of the span beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto.

(4) If a cofferdam is used, the limitations of Subarticle 400.7.(1) shall apply just as if no cofferdam were used. Excavation quantities for foundations shown on the plans and in the proposal where cofferdams are required shall be considered as final quantities and no further measurement will be made.

(5) Where excavation, in addition to that allowed for the footings, is required for other portions of the structure, such as for the cap, cross strut, or tie beam of a pier or bent or for the superstructure, measurement for such additional excavation will be limited laterally by vertical planes one (1) foot beyond the face of the member and parallel thereto and vertically to a depth of one (1) foot below the bottom of such member.

(6) No measurement will be made of any excavation necessary for placing forms or falsework except as allowed by the above conditions.

(7) At all structure sites except at culverts and trench excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation.

Trench excavation in fill above natural ground, as specified in Subarticle 400.2.(4), will be measured for payment. Quantities will include that area as specified in Subarticle 400.7.(2) plus one (1) foot above the top of the pipe, regardless of the height of fill previously made.

(8) Excavation required for shaping the slopes of header banks which were built by prior contract and upon which riprap is to be placed will be measured as "Structural Excavation, (Riprap)."

(9) For all culverts, except for side road and private entrance culverts, all excavation within the limits of the structure and below or outside the limits of the completed roadway excavation, will be measured as culvert excavation. Where the overall normal width of the culvert is 12 feet or less, measurement will be as "Structural Excavation, Culvert, Small." Where the overall normal width of the culvert exceeds 12 feet, measurement will be as

"Structural Excavation, Culvert, Large."

(10) Where excavation diagrams are shown on the plans, they shall take precedence over these provisions.

(11) Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile driving operations.

(12) Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.

(13) Where rock, or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade, which is directed by the Engineer to be removed, will be measured for payment.

(14) No allowance will be made for any variance from plan quantity incurred by an alternate bid.

(15) Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized by the Engineer.

(16) Cement stabilized backfill will be measured in accordance with the backfill diagram shown on the plans. The quantity of "Cement Stabilized Backfill" shown on the plans shall be considered as final quantities and no further measurement will be required. Changes in alignment or grade as authorized by the Engineer will be measured for payment.

(17) The work to be done in the cutting and restoring of pavement will be measured in accordance with the dimensions shown on the plans. The excavation below the pavement and/or base shall be measured as structural excavation of the pertinent type.

400.8. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Bridge)," "Structural Excavation (Culvert, Small)," "Structural Excavation (Culvert, Large)," "Structural Excavation (Trench)," "Structural Excavation (Riprap)," "Cement Stabilized Backfill" and "Cutting and Restoring Pavement."

Payment for removal and replacement of unstable or incompressible material below the footing grades of culverts as provided for in Subarticle 400.2.(3) will be made as follows:

When the plans specify or when the Engineer directs the use of special materials such as flexible base, cement stabilized base, cement stabilized backfill or other special material, payment for excavation below the footing grades shall be made at the unit price bid for "Structural Excavation" of the pertinent type. Payment for furnishing, hauling, placing and compacting the flexible base, cement stabilized base, cement stabilized backfill or other special materials will be made at the unit price bid for these items in the contract or in accordance with Article 4.3. in cases where the required material is not a bid item.

Where special materials are not required or specified, payment for the removal and replacement of unstable and/or incompressible material will be made at a price equal to 200 percent of the unit price bid per cubic yard for "Structural Excavation" of the pertinent type.

This price shall be full compensation for removing the unstable or incompressible material, furnishing, hauling, placing and compacting suitable replacement material and for all labor, equipment, tools, and incidentals necessary to complete the work.

If no direct method of payment is provided in the contract for culvert excavation and no special materials are required or specified, the removal and replacement of unstable or incompressible material, when such work is authorized by the Engineer, will be measured and paid for at fifteen dollars (\$15.00) per cubic yard.

Should the Engineer deem it necessary to lower a bridge foundation to an elevation below the grade shown on the plans, such over excavation below plan will be paid for as "Structural Excavation" at an adjusted unit price as defined herein. Payment will be made at a unit price equal to 115 percent of the contract unit price bid for all over excavation where the revised footing grade does not vary from plan grade by more than five (5) feet.

Payment will be made at a unit price of 125 percent of the contract unit price bid for all over excavation where the revised grade varies from plan grade by more than five (5) feet but not in excess of 10 feet. In cases where the revised footing grade varies from plan grade by more than 10 feet, a supplemental agreement shall be prepared to establish a unit price with which to make payment for the over excavation.

No direct payment will be made for backfilling around structures. Payment for the backfilling and compacting of areas which were removed as structural excavation shall be included in the unit price bid for "Structural Excavation."

Unless otherwise shown on the plans, structural excavation which has been completed to the satisfaction of the Engineer, but not backfilled, a partial payment of 50 percent of the price bid will be made. The remaining amount will be paid upon the satisfactory completion of the backfilling.

This price shall be full compensation for all excavation, bedding, and backfill including placing, sprinkling and compaction of material; all soundings; cleaning and filling seams; constructing all cofferdams; all dewatering; and for furnishing all materials, hauling, labor, equipment, tools, sheeting and/or bracing of excavations up to and including five (5) feet in depth, pumps, drills, explosives, disposition of surplus material, cutting pavement and base to neat lines; and for incidentals necessary to complete the work, except that protection methods for excavations greater than five (5) feet in depth shall be measured and paid for as required under Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring."

***** END OF SECTION *****

SECTION ITEM 402

TRENCH EXCAVATION PROTECTION

402.1. Description. This Item shall govern for the excavation protection required for the trenches in excess of five (5) feet deep, including all additional excavation, backfill, pavement reconstruction and repair made necessary by the protection system, in accordance with this Item.

A trench shall be defined as a narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench is not greater than 15 feet. If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet or less (measured at the bottom of the excavation), the excavation is also considered to be a trench. In addition, "Trench Excavation Protection" will not be limited to these applications, but may be used wherever deemed expedient and proper to the ensuing work.

402.2. Construction Methods. Trench Excavation Protection shall be as required by the provisions of Part 1926, Subpart P-Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration's Standards and Interpretations.

402.3. Measurement. This Item will be measured by the linear foot along the centerline of trench where the depth of trench exceeds five (5) feet.

402.4. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Trench Excavation Protection". This price shall be full compensation for all excavation and backfill; for furnishing, placing and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

No payment will be made for excavation protection made necessary due to the selection of an optional design or sequence of work that creates the need for the protection system.

***** END OF SECTION *****

SECTION ITEM 403

TEMPORARY SPECIAL SHORING

403.1. Description. This Item shall govern for furnishing and constructing temporary shoring to hold the surrounding earth, water or both out of the work area and to the lines and grades shown on the plans and in accordance with this Item.

403.2. Design. Unless otherwise shown on the plans, the Contractor shall be responsible for the adequacy of the temporary special shoring design. The Contractor shall submit, to the Engineer, details and design calculations bearing the seal of a Registered Professional Engineer for review and approval. All loads and allowable stresses shall comply with the latest AASHTO Standard Specifications for Bridges, except that the maximum allowable service load stress may be increased by 25%.

403.3. Materials. The Contractor shall furnish shoring that meets or exceeds the design requirements. Materials may be new or used. Materials shall not present a hazard to the public, shall be structurally adequate and shall fulfill the intended shoring purpose.

403.4. Construction Methods. The construction methods used for temporary shoring shall be in accordance with the applicable Specifications and the design requirements.

403.5. Measurement. This Item will be measured by the square foot of surface area of a vertical plane between the top of the shoring and the minimum protection grade line shown on the plans.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

403.6 Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Special Shoring". This price shall be full compensation for furnishing and placing all temporary shoring materials; for design of the shoring; for all necessary excavation; for the removal of the shoring or portions thereof; and for all labor, tools, equipment and incidentals necessary to complete the work.

No payment will be made for special shoring made necessary due to the selection of an optional design or sequence of work that creates the need for shoring.

*** END OF SECTION ***

SECTION ITEM 420

CONCRETE STRUCTURES

420.1. Description. This Item shall govern for the construction of all types of structures involving the use of cast-in-place concrete. All structures shall be constructed in accordance with the details shown on the plans and this Item.

420.2. Materials.

(1) Concrete. All concrete shall conform to the provisions of Item 421, "Portland Cement Concrete".

The class of concrete for each type of structure or unit shall be as shown on the plans, or by pertinent governing specifications.

(2) Reinforcing Steel. All reinforcing steel shall conform to the provisions of Item 440, "Reinforcing Steel".

(3) Expansion Joint Material. The following materials shall conform to the requirements of Item 433, "Joint Sealants and Fillers".

(a) Preformed Fiber Material. Preformed fiber expansion joint material shall conform to the dimensions shown on the plans. Unless otherwise specified, "Preformed Bituminous Fiber Material" shall be used.

(b) Joint Sealing Material. Unless shown otherwise, the sealer shall be a "Low Modulus Silicone Sealant".

(c) Asphalt Board. Asphalt board shall conform to the dimensions shown on the plans.

(d) Rebonded Neoprene Filler. Rebonded neoprene filler shall conform to the dimensions shown on the plans.

(4) Waterstop.

(a) Rubber waterstop or polyvinyl chloride (PVC) waterstop shall be in conformance with Item 435, "Elastomeric Materials".

(b) Other types shall be as shown on the plans.

(5) Curing Materials.

(a) Membrane curing shall conform to Item 526, "Membrane Curing".

(b) Cotton mats shall consist of a filling material of cotton "bat" or "bats" (min. 12 oz. per sq. yd.); covered with un-sized cloth (min. six (6) oz. per sq. yd.); tufted or stitched to maintain stability; shall be free from tears; and shall be in good general condition.

(c) Polyethylene sheeting shall be four (4) mil. minimum thickness and free from visible defects. It shall be clear or opaque white except when the temperature during the curing period does not exceed 60 F or when applicable to control temperature during mass pours.

(d) Burlap-polyethylene mats shall be made from burlap impregnated on one side with a film of opaque white pigmented polyethylene and free from visible defects.

(e) Laminated mats shall have not less than one (1) layer of an impervious material such as polyethylene, vinyl plastic or other acceptable material (either as a solid sheet or impregnated into another fabric) and shall be free of visible defects.

(6) Admixtures. Concrete admixtures shall comply with the requirements of Item 437, "Concrete Admixtures".

(7) Epoxy. Unless otherwise specified, epoxy materials shall conform to Item 575, "Epoxy".

(8) Latex Emulsions. Latex emulsion used for latex based grout/mortar, latex adhesive grout/mortar or other purposes shall conform to Departmental Materials Specification D9-8110.

420.3. General Requirements. Before starting work, the Contractor shall inform the Engineer fully of the construction methods he proposes to use, the adequacy of which shall be subject to the approval of the Engineer.

Concurrence on the part of the Engineer of any proposed construction methods, approval of equipment, or of form and falsework plans does not relieve the Contractor of the responsibility for the safety or correctness of the methods, the adequacy of his equipment or from carrying out the work in full accordance with the contract.

Plans for forms and falsework for piers, superstructure spans over 20 feet long and for all bridge widening details shall be submitted to the Engineer for review. Similar plans shall be submitted for other units of the structure, if requested by the Engineer. The plans shall be prepared on standard 22 inch by 34 inch sheets and shall show all essential details of the proposed forms, falsework and bracing to permit a structural analysis. Four (4) sets of such plans will be required. One (1) set of design calculations shall accompany the submission of such plans. Plans, forms and falsework shall be designed, sealed, and signed by a professional engineer.

Forms or screed supports may be attached to I-beams or girders by welding, subject to the following requirements:

(1) Welds will not be permitted on tension flanges and in those areas shown on the plans or as directed by the Engineer.

(2) Welds shall be made in accordance with Item 448, "Structural Field Welding".

Unless otherwise shown on the plans, the time sequence in which construction operations may be carried on and in which completed structures may be opened to traffic shall be governed by the following:

- (1) Superstructure members, forms, falsework, or erection equipment shall not be placed on the substructure before the concrete therein has attained a flexural strength of 425 psi.
- (2) Storage of materials on completed portions of a structure will not be permitted until all curing requirements for those particular portions have been met.
- (3) A minimum flexural strength of 340 psi will be required for the following:
 - (a) Forms erected on concrete footings supported by piling or drilled shafts.
 - (b) Forms on individual drilled shafts.

Such work may begin on spread footings and culvert footings, after the concrete therein has aged at least two (2) curing days. Concrete may be placed as soon as the forms and reinforcing steel are approved.

(4) The support of tie beam and/or cap forms by falsework placed on previously placed tie beams will be permissible provided such beams have attained 425 psi flexural strength, curing requirements are completed, and the member is properly supported to eliminate stresses not provided for in the design.

(5) Bridges and direct traffic culverts shall not be opened to construction traffic or to the traveling public until authorized by the Engineer in accordance with the following:

After the last slab concrete has been in place at least 14 days, authorization may be given for construction traffic on structures not to exceed three-quarter ton vehicles.

After the last slab concrete has been in place at least 21 days, authorization may be given for other construction traffic, or for the traveling public when necessary. Vehicles exceeding the legal load limit will be allowed in accordance with Item 6, "Control of Materials".

(6) Box culverts in fills may be opened to backfilling and compaction equipment when the concrete in the top slab has attained 425 psi flexural strength, and may be opened to other traffic as soon as sufficient backfill and/or embankment has been placed over the top to protect the culverts against damage from heavy construction equipment. The Contractor shall repair, at his expense, any damage inflicted on the culvert by construction traffic.

420.4. Drains. Weep holes and roadway drains shall be installed and constructed as shown on the plans.

420.5. Expansion Joints. Joints and devices to provide for expansion and contraction shall be

constructed in accordance with plan details and the requirements of this Item.

The bearing area under the expansion ends of concrete slabs and slab and girder spans shall be given a steel trowel finish, and finished to the exact grades required.

Bridging of concrete or mortar around expansion joint material in bearings and expansion joints shall be prevented.

All open joints and joints to be filled with expansion joint material shall be constructed using forms adaptable to loosening or early removal. To avoid expansion or contraction damage to the adjacent concrete, these forms shall be loosened as soon as possible after final concrete set to permit free movement of the span without requiring full form removal.

When a "Type A" joint is shown on the plans, preformed fiber joint material shall be used in the vertical joints of the roadway slab, curb, median or sidewalk and the top one (1) inch thereof shall be filled with the joint sealing material shown herein or shown on the plans.

The sealer shall be installed in accordance with Item 438, "Cleaning and/or Sealing Joints and Cracks (Portland Cement Concrete)", and the manufacturer's recommendations.

Where preformed fiber joint material is used, it shall be anchored to the concrete on one (1) side of the joint by light wire or nails.

Finished joints shall conform to the plan details with the concrete sections completely separated by the specified opening or joint material.

Soon after form removal and again where necessary after surface finishing, all concrete shall be removed from within the joint opening to insure full effectiveness of the expansion joint.

420.6. Construction Joints. The joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set shall be deemed a construction joint. The term monolithic placement shall be interpreted to mean that the manner and sequence of concrete placing shall not create a construction joint.

Construction joints shall be of the type and at the locations shown on the plans. Construction joints other than those shown on the plans will not be permitted in bridge slabs. Additional joints in other members will not be permitted without written authorization from the Engineer. When additional joints are authorized, they shall have details equivalent to those shown on the plans for joints in similar locations.

Unless otherwise provided, construction joints shall be square and normal to the forms. Bulkheads shall be provided in the forms for all vertical joints.

Construction joints requiring the use of joint sealing material shall be as shown on the plans. A concrete placement terminating at a horizontal construction joint shall have the top surface roughened thoroughly as soon as practicable after initial set is attained.

The hardened concrete surface shall be thoroughly cleaned of all loose material, laitance, dirt or foreign matter and saturated with water. All freewater shall be removed and the surface shall be in a moist condition when concrete and/or bonding grout is placed against it.

Forms shall be drawn tight against the existing concrete to avoid mortar loss and offsets at joints.

When shown on the plans or in other specifications, the joint surface shall be coated with bonding mortar, grout, or other specified material.

When shown on the plans, Type V epoxy material shall be used for bonding fresh concrete to hardened concrete. The bonding epoxy shall be placed on a clean, dry surface and shall be tacky when the fresh concrete is placed.

420.7. Seal for Foundations. Concrete for foundation seals, unless otherwise specified, shall be in accordance with Item 400, "Excavation and Backfill for Structures".

420.8. Falsework. Falsework shall be designed and constructed to safely carry the maximum anticipated loads, including wind loads, and to provide the necessary rigidity. Details of falsework construction shall be subject to review and approval by the Engineer in accordance with the provisions of Article 420.3.

For evaluating the adequacy of job fabricated falsework, a weight of 150 pounds per cubic foot shall be assumed for concrete, and a live load allowance of 50 pounds per square foot of horizontal surface of the form work shall be included. The maximum stresses shall not exceed 125 percent of the allowable stresses used by the Department for the design of structures.

Commercially produced structural units used in falsework shall not exceed the manufacturer's maximum allowable working load for moment, and shear or end reaction. The maximum allowable working load shall include an allowance of 35 pounds per square foot of horizontal form surface and sufficient details and data shall be submitted to the Engineer for approval.

All timber used in falsework shall be sound, in good condition, and free from defects which would impair its strength.

When wedges are used to adjust falsework to desired elevations, the wedges shall be used in pairs to insure even bearing. The use of wedges to compensate for incorrectly cut bearing surfaces will not be permitted. Wedges shall be hardwood or metal.

Sills or grillages shall be large enough to support the superimposed load without settlement, and unless founded on solid rock, shale or other hard materials, precautions shall be taken to prevent yielding of the supporting material.

Falsework which cannot be founded on a satisfactory spread footing shall be placed on piling or drilled shafts having a bearing capacity sufficient to support the superimposed load without settlement. Falsework piling shall be driven to the required resistance determined by the

applicable formula given in Item 404, "Driving Piling". Drilled shafts for falsework shall be designed to carry the superimposed load using both skin friction and point bearing.

Welding, when used, shall conform to the requirements of Item 448, "Structural Field Welding". Each falsework bent shall be securely braced to provide the stiffness required with the bracing securely fastened to each pile or column it crosses.

The falsework shall be removed when no longer required. Falsework piling shall be pulled or cut off not less than six (6) inches below finished ground level. Falsework, piling or drilled shafts in a stream, lake, or bay shall be completely removed to a point specified by the Engineer to prevent any obstruction to the waterway.

420.9. Forms. All forms shall be constructed in accordance with the following:

(1) General. Except where otherwise specified, forms may be of either timber or metal.

Forms for round columns exposed to view shall be of steel, except that other materials will be allowed with written permission of the Engineer.

Studs, joists, wales or other devices used for form supports shall be of sufficient section and rigidity to withstand undue bulging or settling of the forms. Any device or method used for form support shall be subject to the approval of the Engineer.

Forms shall be designed for the pressure exerted by a liquid weighing 150 pounds per cubic foot. The rate of placing the concrete shall be taken into consideration in determining the depth of the equivalent liquid. Job fabricated forms shall be designed for an additional live load of 50 pounds per square foot of horizontal surface. The maximum unit stresses shall not exceed 125 percent of the allowable stresses used by the Department for the design of structures.

Commercially produced structural units used in form work shall not exceed the manufacturer's maximum allowable working load for moment, shear or end reaction. The maximum working load shall include a live load of 35 pounds per square foot of horizontal form surface and sufficient details and data shall be submitted to the Engineer for review.

Forms shall be practically mortar-tight, rigidly braced and strong enough to prevent bulging between supports and shall be maintained to the proper line and grade during concrete placement. Forms shall be maintained in a manner to prevent warping and shrinkage.

Offsets at form joints shall not exceed 1/16 inch. Form supports for slabs shall not be welded to the top flange of I-beams or girders except in accordance with the provisions of Article 420.3.

Deflections due to cast-in-place slab concrete and railing shown in the dead load deflection diagram shall be taken into account in the setting of slab forms.

All forms and footing areas shall be cleaned of any extraneous matter before placing concrete. Permission to place concrete will not be given until all preparatory work is complete to the

satisfaction of the Engineer.

If, at any stage of placement, the forms show signs of bulging or sagging, the portion of the concrete causing such condition shall be removed immediately, if necessary, and the forms shall be reset and securely braced against further movement.

(2) Timber Forms. Lumber for forms shall be properly seasoned, of good quality, and free from imperfections which would affect its strength or impair the finished surface of the concrete.

Forms or form lumber to be reused shall be maintained clean and in good condition. Any lumber which is split, warped, bulged, marred or has defects that will produce inferior work shall not be used and shall be promptly removed from the work.

Form lining will be required for all formed surfaces, except for the inside of culvert barrels, inlets, manholes and box girders; the bottom of bridge decks between beams or girders; surfaces that are subsequently covered by backfill material or are completely enclosed; and, any surface formed by a single finished board. Lining will not be required when plywood forms are used.

Form lining shall be of an approved type such as masonite or plywood. Thin membrane sheeting such as polyethylene sheets shall not be used for form lining.

Commercial form liners used to imprint a pattern or texture on the surface of the concrete shall be as shown on the plans and/or as approved by the Engineer.

Forms may be constructed of plywood not less than 1/2 inch in thickness. The grain of the face plies on plywood forms shall be placed parallel to the span between the supporting studs or joists.

Plywood used for forming surfaces which remain exposed shall be equal to that specified as B-B Plyform Class I or Class II Exterior of the U.S. Department of Commerce, National Institute of Standards and Technology, U.S. Product Standard, latest edition.

Studs and joists shall be spaced so that the facing form material remains in true alignment under the imposed loads.

Wales shall be spaced close enough to hold forms securely to the designated lines and scabbed at least four (4) feet on each side of joints to provide continuity. A row of wales shall be placed near the bottom of each placement.

Facing material shall be placed with parallel and square joints and securely fastened to supporting studs.

Forms for surfaces receiving only an ordinary finish and exposed to view shall be placed with the form panels symmetrical, i.e., long dimensions set in the same direction. Horizontal joints shall be continuous.

Molding for chamfer strips or other uses shall be made of materials of a grade that will not split

when nailed and which can be maintained to a true line without warping. Wood molding shall be mill cut and dressed on all faces. Unless otherwise provided herein or shown on the plans, forms shall be filleted at all sharp corners and edges with triangular chamfer strips measuring 3/4 inch on the sides.

Except at structures where railing is to be attached, culvert headwall heights shall be adjusted as necessary to provide a maximum projection of three (3) inches above the roadway slope unless otherwise directed by the Engineer. At the entrance of all box culverts, a three (3) inch chamfer shall be provided along the bottom edge of the top slab. Reinforcing steel shall be adjusted as necessary to provide a minimum 1 1/4 inch clear cover. No changes will be made in quantities and no additional compensation will be allowed for this work.

All forms shall be constructed to permit their removal without marring or damaging the concrete. The forms may be given a slight draft to permit ease of removal.

Metal form ties of an approved type or a satisfactory substitute shall be used to hold forms in place and shall be of a type that permits ease of removal of the metal as hereinafter specified.

All metal appliances used inside of forms for alignment purposes shall be removed to a depth of at least 1/2 inch from the concrete surface. The appliances shall be made so the metal may be removed without undue chipping or spalling of the concrete, and when removed, shall leave a smooth opening in the concrete surface. Burning off of rods, bolts or ties will not be permitted.

Any wire ties used shall be cut back at least 1/2 inch from the face of the concrete.

Devices holding metal ties in place shall be capable of developing the strength of the tie and adjustable to allow for proper alignment.

Metal and wooden spreaders which are separate from the forms shall be removed entirely as the concrete is being placed.

Adequate clean-out openings shall be provided for narrow walls and other locations where access to the bottom of the forms is not readily attainable.

The facing of all forms shall be treated with bond breaking coating of such composition that would not discolor or otherwise injuriously affect the concrete surface. Care shall be exercised to prevent coating of the reinforcing steel.

(3) Metal Forms. The foregoing requirements for timber forms regarding design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, reuse and wetting shall also apply to metal forms, except that these will not require lining, unless specifically noted on the plans.

The thickness of form metal shall be as required to maintain the true shape without warping or bulging. All bolt and rivet heads on the facing sides shall be countersunk. Clamps, pins or other connecting devices shall be designed to hold the forms rigidly together and to allow removal without injury to the concrete. Metal forms which do not present a smooth surface or which line up

improperly shall not be used. Metal shall be kept free from rust, grease or other foreign materials.

(4) Form Supports for Overhang Slabs. Form supports which transmit a horizontal force to a steel girder or beam, or to a pre-stressed concrete beam will be permitted, providing a satisfactory structural analysis has been made of the effect on the girder or beam and approval is granted by the Engineer.

When overhang brackets are used on pre-stressed concrete beam spans with slab overhangs not exceeding three (3) feet six (6) inches, bracing requirements shall conform to the details shown on the plans.

For spans in which the overhang exceeds three (3) feet six (6) inches, additional support will be required for the outside beams regardless of the type beam used. Details of the proposed support system shall be submitted by the Contractor for approval.

Holes in steel members for support of overhang brackets may be punched or drilled full size or may be torch cut to 1/4 inch under size and reamed full size. In no case shall the holes be burned full size. The hole shall be left open unless otherwise shown on the plans. The holes shall never be filled by welding.

420.10. Placing Reinforcement. Reinforcement shall be placed as provided in Item 440, "Reinforcing Steel". Reinforcing steel supports shall not be welded to I-beams or girders or to reinforcing steel except where shown on the plans to be permissible.

Post tensioning ducts shall be placed in accordance with the approved pre-stressing details, and in accordance with Item 426, "Pre-stressing". The Contractor shall maintain all ducts free of obstructions until all post tensioning operations are complete.

420.11. Placing Concrete-General. The Contractor shall give the Engineer sufficient advance notice before placing concrete in any unit of the structure to permit the inspection of forms, reinforcing steel placement and other preparations.

The sequence of placing concrete shall be as shown on the plans or as required herein.

Concrete placement will not be permitted when impending weather conditions would impair the quality of the finished work. If conditions of wind, humidity, and temperature are such that concrete cannot be placed without cracking, concrete placement shall be done in the early morning or at night. When concrete mixing, placing, and finishing is done in other than daylight hours, provisions shall be made to adequately light the entire placement site. The Engineer will approve the adequacy of such lighting before operations are begun.

Where work has been started and changes in weather conditions require protective measures, the Contractor shall furnish adequate shelter to protect the concrete against damage from rainfall, or from freezing temperatures as outlined in Article 420.12. If necessary to continue operations during rainfall, the Contractor shall also provide protective coverings for the material stockpiles. Aggregate stockpiles need to be covered only to the extent necessary to control the moisture

conditions in the aggregates.

After concrete has achieved initial set, at least one (1) curing day shall elapse before placing strain on projecting reinforcement in order to prevent damage to the concrete.

(1) Placing Temperature. The temperature of all concrete at the time of placement shall be not less than 50 F.

The temperature of cast-in-place concrete in bridge slabs and top slabs of direct traffic structures shall not exceed 85 F when placed. Concrete diaframs, parapets, concrete portions of railing, curbs, and sidewalks, unless monolithically placed with the slab, will not be subject to the above maximum. Other portions of structures, when shown on the plans, shall require the temperature control specified.

For mass concrete placements, as defined in Subarticle 420.11 (10), the concrete temperature at the time of placement shall not exceed 75 F.

(2) Transporting Time. The maximum time interval between the addition of cement to the batch and the placing of concrete in the forms shall conform to the requirements in Table 1.

**Table 1
Temperature-Time Requirements**

Concrete Temp (at point of placement)	Max Time (No Retarding Agent) Minutes	Max Time(1) (With Retarding Agent) Minutes
Non-Agitated Concrete		
Above 80 F		30
80 F and Below	15 30	45
Agitated Concrete		
Above 90 F		75
Above 75 F thru 90 F	45	90 120
75 F and Below	60 90	

(1) Normal dosage of retarder

(3) Transporting Equipment. The method and equipment used to transport concrete to the forms shall be capable of maintaining the rate of placement shown on the plans or required by the Engineer. Concrete may be transported by buckets, chutes, buggies, belt conveyors, pumps or

other methods.

When belt conveyors or pumps are used, sampling for testing should be done at the discharge end. When in the opinion of the Engineer, it is deemed impractical to sample at the discharge end, sampling may be done at the mixer provided that correlation testing is performed and documented to ensure specification requirements are met at the discharge end.

Concrete transported by conveyors shall be protected from sun and wind, if necessary, to prevent loss of slump and workability. Pipes through which concrete is pumped shall be shaded and/or wrapped with wet burlap, if necessary, to prevent loss of slump and workability. Concrete shall not be transported through aluminum pipes, tubes, or other aluminum equipment.

Pump lines shall conform to the following:

For Grade 2 coarse aggregate and smaller, the minimum size pump line shall be five (5) inches ID.

For Grade 1 coarse aggregate, the minimum size pump line shall be eight (8) inches ID.

Chutes, troughs, conveyors or pipes shall be arranged and used so that the concrete ingredients will not be separated. When necessary to prevent segregation, such equipment shall terminate in vertical down-spouts. Open troughs and chutes shall extend, if necessary, down inside the forms or through holes left in the forms.

All transporting equipment shall be kept clean and free from hardened concrete coatings. Water used for cleaning shall be discharged clear of the concrete.

(4) Forms. Openings in forms shall be provided, if needed, for the removal of laitance or foreign matter.

All forms, pre-stressed concrete panels, T-beams, and concrete box beams on which concrete is to be placed shall be wetted thoroughly prior to placing concrete thereon. Any remaining puddles of excess water shall be removed. The top of such members shall be in a moist surface dry condition when concrete is placed on them.

(5) Handling, Placing, and Consolidation. The method of handling, placing, and consolidation of concrete shall minimize segregation of the concrete and displacement of the reinforcement. A uniform dense compact mass shall be produced.

(a) Handling and Placing. Concrete shall not have a free fall of more than five (5) feet, except in the case of thin walls such as in culverts or as specified in other items. Any hardened concrete splatter ahead of the plastic concrete shall be removed.

Each part of the forms shall be filled by depositing concrete as near its final position as possible. Depositing large quantities at one point and running or working the concrete along the forms will not be allowed.

Concrete shall be deposited in the forms in layers of suitable depth but not more than 36 inches in thickness, unless otherwise directed by the Engineer.

Cold joints in a monolithic placement shall be avoided. The sequence of successive layers or adjacent portions of concrete shall be such that they can be vibrated into a homogeneous mass with the previously placed concrete. Not more than one (1) hour shall elapse between adjacent or successive placements of concrete, except as otherwise required by an approved placing procedure when revibration of the concrete is shown on the plans or specifications. This time requirement may be extended by 1/2 hour when the concrete contains not less than a normal dosage of retarding admixture.

An approved retarding agent shall be used to control stress cracks and/or cold joints in placements where differential settlement and/or setting time may induce stress cracking.

(b) Consolidation. All concrete shall be well consolidated and the mortar flushed to the form surfaces with immersion type vibrators. Vibrators which operate by attachment to forms or reinforcement will not be permitted, except on steel forms. At least one (1) stand-by vibrator shall be provided for emergency use in addition to those required for placement.

The concrete shall be vibrated immediately after deposit. A systematic spacing of the points of vibration shall be established to insure complete consolidation and thorough working of the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms. The vibrator may be inserted in a sloping or horizontal position in shallow slabs. The entire depth of each lift shall be vibrated, allowing the vibrator to penetrate several inches into the preceding lift. Concrete along construction joints shall be thoroughly consolidated by operating the vibrator along and close to but not against the joint surface. The vibration shall continue until thorough consolidation and complete embedment of reinforcement and fixtures is produced, but not long enough to cause segregation. Vibration may be supplemented by hand spading or rodding, if necessary, to insure the flushing of mortar to the surface of all forms.

(6) Slabs. Unless otherwise shown on the plans or other specifications, slab concrete shall be mixed in a plant located off the structure. Carting or wheeling concrete batches over completed slabs will not be permitted until the slabs have aged at least four (4) full curing days. For the remainder of the curing period, timber planking will be required for carting of the concrete. Carts shall be equipped with pneumatic tires. Curing operations shall not be interrupted for the purpose of wheeling concrete over finished slabs.

The storing of reinforcing or structural steel on completed roadway slabs generally shall be avoided and, when permitted, shall be limited to quantities and distribution that will not induce excessive stresses.

A longitudinal screed may be placed directly on previously placed concrete slabs for the purpose of checking and grading of an adjacent slab after the previously placed slab has aged not less than 24 hours. Actual screeding may be done after the previously placed slabs have aged at least 48 hours.

(7) Continuous Placements. For continuous placement of the deck on steel units, the initial set of the concrete shall be retarded sufficiently to insure that the concrete remains plastic in not less than three (3) spans immediately preceding the slab being placed. For simple spans, retardation shall be required only if necessary to complete finishing operations or as required by Article 420.13.

(8) Fogging and Interim Curing. From the time of initial strike off of the concrete until finishing is completed and required interim curing is in place, the unformed surfaces of slab concrete in bridge decks and top slabs of direct traffic culverts shall be fogged when necessary to replace water loss due to evaporation.

Fogging equipment shall be capable of applying water in a fine mist, not a spray. The fog shall be produced using equipment which pumps water or water and air under high pressure through a suitable atomizing nozzle. The equipment shall be hand operated and sufficiently portable for use in the direction of any prevailing wind. It shall be adaptable for intermittent use as directed by the Engineer to prevent excessive wetting of the concrete.

Interim curing will be required for slab concrete in bridge decks and top slabs of the direct traffic culverts immediately upon completion of final finish. Type 1-D membrane curing compound (Resin Base Only) will be required. Water curing will be required in accordance with Article 420.20 and shall be commenced as soon as possible without damaging the surface finish.

(9) Installation of Dowels and Anchor Bolts. Dowels and anchor bolts may be cast-in-place or installed by grouting with grout, epoxy or epoxy mortar. Holes for grouting may be formed or drilled.

(a) General. Holes for anchor bolts shall accommodate the bolt embedment required by the plans. Holes for dowels shall be a minimum of 12 inches deep unless otherwise shown on the plans. When grout or epoxy mortar is used, the diameter of the hole shall be not less than twice the dowel or bolt diameter nor more than the diameter plus 1 1/2 inches. When using epoxy, the hole diameter shall be 1/16 inch to 1/4 inch greater than the dowel or bolt diameter.

Holes shall be thoroughly cleaned of all loose material, oil, grease, or other bond breaking substance and blown clean with filtered compressed air. Holes shall be in a surface dry condition when epoxy type material is used. Holes shall be in a surface moist condition when portland cement grout is used. The Contractor shall develop and demonstrate a procedure for cleaning and preparing the holes for installation of the dowels and anchor bolts that is satisfactory to the Engineer. The void between the hole and dowel or bolt shall be completely filled with grouting material.

(b) Cast-in-Place or Grouted Systems. Portland cement grout, epoxy, epoxy mortar, or other prepackaged grouts as approved by the Engineer may be used.

Portland cement grout shall conform to the pertinent provisions of Item 421, "Portland

Cement Concrete". Epoxy (Type V) and Epoxy Mortar (Type VIII) shall conform to Item 575, "Epoxy". Grout, epoxy or epoxy mortar may be used as the binding agent unless otherwise indicated on the plans.

(c) Other Anchor Systems. These systems shall be in accordance with the plans and approved by the Engineer.

(10) Mass Placements. Unless otherwise shown on the plans, for monolithic mass placements having a least dimension greater than five (5) feet, the Contractor shall develop a plan to assure that during the heat dissipation period, the temperature differential between the central core of the placement and the exposed concrete surface does not exceed 35 F.

A detailed plan, along with an analysis of the associated heat generation and dissipation (heat flow analysis) shall be submitted to the Engineer for approval. No concrete shall be placed until this plan is approved.

This plan may include a combination of the following:

1. Selection of concrete ingredients to minimize heat of hydration.
2. Using ice or cooling concrete ingredients.
3. Controlling rate of concrete placement.
4. Using insulation to control heat loss.
5. Using supplemental heat to control heat loss.
6. Use of fly ash.

The Contractor shall furnish and install two (2) sets of strip chart temperature recording devices or approved equivalent at locations designated by the Engineer. These devices shall be accurate to within +/- 2 F within the range of 32 F to 212 F and shall be used to simultaneously measure the temperature of the concrete at the core and the surface.

420.12. Placing Concrete in Cold Weather. The Contractor is responsible for the protection of concrete placed under any and all weather conditions. Permission given by the Engineer for placing during cold weather will not relieve the Contractor of the responsibility for producing concrete equal in quality to that placed under normal conditions. Should concrete placed under such conditions prove unsatisfactory, it shall be removed and replaced.

Concrete may be placed only when the atmospheric temperature is greater than 35 F. Concrete shall not be placed in contact with any material coated with frost or having a temperature less than 32 F.

Aggregates shall be free from ice, frost and frozen lumps. When required, in order to produce the minimum specified concrete temperature, the aggregate and/or the water shall be heated uniformly, in accordance with the following:

The water temperature shall not exceed 180 F, nor shall the aggregate temperature exceed 150 F. The heating apparatus shall heat the mass of aggregate uniformly. The temperature

of the mixture of aggregates and water shall be between 50 F and 85 F before introduction of the cement.

The Contractor shall provide and install recording thermometer(s) or other suitable temperature measuring device(s) to verify that all concrete is effectively protected as follows:

(a) The temperature of all unformed surfaces of bridge decks and top slabs of direct traffic culverts shall be maintained at 50 F or above for a period of 72 hours from time of placement and above 40 F for an additional 72 hours.

(b) The temperature at the surface of all concrete in bents, piers, culvert walls, retaining walls, parapets, wingwalls, bottom of slabs, and other similar formed concrete shall be maintained at 40 F or above for a period of 72 hours from time of placement.

(c) The temperature of all concrete, including the bottom slabs (footings) of culverts placed on or in the ground, shall be maintained above 32 F for a period of 72 hours from time of placement.

Protection shall consist of providing additional covering, insulated forms or other means, and if necessary, supplementing such covering with artificial heating. Curing as specified under Article 420.20 shall be provided during this period until all requirements for curing have been satisfied.

When impending weather conditions indicate the possibility of the need for such temperature protection, all necessary heating and covering material shall be on hand and ready for use before permission is granted to begin placement.

Sufficient extra test specimens will be made and cured with the placement to ascertain the condition of the concrete as placed prior to form removal and acceptance.

420.13. Placing Concrete in Hot Weather. Unless otherwise directed by the Engineer, when the temperature of the air is above 85 F, an approved retarding agent will be required in all concrete used in superstructures and top slabs of direct traffic culverts.

420.14. Placing Concrete in Water. Concrete shall be deposited in water only when shown on the plans or with the written permission of the Engineer. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is being deposited. Pumping of water will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

The concrete shall be placed with a tremie, or other approved method, and shall not be permitted to fall freely through the water nor shall the concrete be disturbed after being placed. The concrete surface shall be kept approximately level during placement.

The tremie shall consist of a water-tight tube of a diameter which will permit adequate placement of the concrete, but not greater than 14 inches. The tremie shall be constructed so that the bottom

can be sealed and opened after the tremie is in place and fully charged with concrete. The tremie shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.

The placing operations shall be continuous until the work is complete.

Unless otherwise specified, all classes of concrete placed under water, except Class E and Class SS, shall be redesigned to contain an additional sack of cement per cubic yard more than the mix design being used. Pilot beam tests may be waived by the Engineer for this redesign.

420.15. Placing Concrete in Superstructure. Unless otherwise shown on the plans, simple span bridge slabs shall be placed without transverse construction joints by using either a mechanical longitudinal screed or a self propelled transverse finishing machine. For small placements or for unusual conditions, the Engineer may waive the mechanical screed requirement and permit the use of manually operated screeding equipment. The screed shall be adequately supported on a header or rail system sufficiently stable to withstand the longitudinal or lateral thrust of the equipment. Unless otherwise shown on the plans, temporary intermediate headers will be permitted for placements exceeding 50 feet in length for the longitudinal screed, provided the rate of placement is rapid enough to prevent a cold joint and that these headers are designed for early removal to permit satisfactory consolidation and finish of the concrete at their locations.

Unless otherwise shown on the plans, slabs on continuous units shall be placed in one continuous operation without transverse construction joints using a mechanical longitudinal screed or a self propelled transverse finishing machine. For unusual conditions, such as widening, variable cross slopes or transitions, the Engineer may waive the mechanical screed requirement and permit the use of manually operated screeding equipment. Rails for transverse finishing machines which are supported from the beams or girders shall be installed so that the supports may be removed without damage to the slab. Bond between removable supports and the concrete shall be prevented in a manner acceptable to the Engineer. Rail support parts which remain embedded in the slab shall not project above the upper mat of reinforcing steel. Rail or screed supports attached to I-beams or girders shall be subject to the requirements of Article 420.3.

Unless otherwise shown on the plans, for transverse screeding, the minimum rate of concrete placement shall be 30 linear feet of bridge deck per hour. The Contractor shall furnish personnel and equipment capable of placing, finishing and curing the slab at an acceptable rate to insure compliance with the specifications.

The profile gradeline may require adjustment, due to variation in beam camber and other factors, to obtain the required cover over the slab reinforcement. Beams shall be set in a sufficient number of spans so that when adjustment is necessary, the profile gradeline can be adjusted over suitable increments and the revised gradeline will produce a smooth riding surface.

One (1) or more passes shall be made with the screed over the bridge deck segment prior to the placement of concrete thereon to insure proper operation and maintenance of grades and clearances.

Slab concrete shall be deposited between the exterior beam and the adjacent beam prior to placing concrete in the overhang portion of the slab.

For transverse screeding, concrete shall be placed in transverse strips. Additionally, on profile grades greater than 1 1/2 percent, placement shall begin at the lowest end.

For longitudinal screeding, concrete shall be placed in longitudinal strips starting at a point in the center of the segment adjacent to one side, except as provided herein, and the strip completed by placing uniformly in both directions toward the ends, except that for spans on a grade of 1 1/2 percent or more placing shall start at the lowest end.

The width of strips shall be such that the concrete therein will remain plastic until the adjacent strip is placed. Where monolithic curb construction is specified, the concrete shall be placed therein in proper sequence to be monolithic with the adjacent longitudinal strips of the slabs.

An approved system of checking shall be used to detect any vertical movement of the forms or falsework. Forms for the bottom surface of concrete slabs, girders and overhangs shall be maintained to the required vertical alignment during concrete placing.

Unless otherwise shown on the plans, girders, slab and curbs of slab and girder spans shall be placed monolithically. Concrete girder stems shall be filled first and the slab concrete placed within the time limits specified in Article 420.11.

Construction joints, when permitted for slab placements on steel and prestressed concrete beams, shall be as shown on the plans. Where plans permit segmental placing without specifying a particular order of placement, any logical placing sequence which will not result in the overstressing of any of the supporting members will be permitted subject to the approval of the Engineer.

Any falsework under steel girder or truss spans shall be released and the spans swung free on their permanent supports before placing any slab concrete thereon.

When the curb forms are filled, the top of curb and sidewalk section shall be brought to the correct camber and alignment and finished as described in Articles 420.18 and 420.23.

420.16. Placing Concrete in Box Culverts. Where the top slab and walls are placed monolithically in culverts more than four (4) feet in clear height, an interval of not less than one (1) nor more than two (2) hours shall elapse before placing the top slab to allow for settlement and shrinkage in the wall concrete.

The footing slab shall be accurately finished at the proper time to provide a smooth uniform surface. Top slabs which carry direct traffic shall be finished as specified in Article 420.19. Top slabs of fill type culverts shall be given a float finish.

420.17. Placing Concrete in Foundation and Substructure. Concrete shall not be placed in footings until the depth and character of the foundation has been inspected by the Engineer and permission has been given to proceed.

Placing of concrete footings upon seal concrete will be permitted after the cofferdams are free from water and the seal concrete cleaned. Any necessary pumping or bailing during the concreting operation shall be done from a suitable sump located outside the forms.

All temporary wales or braces inside cofferdams shall be constructed or adjusted as the work proceeds to prevent unauthorized construction joints.

When footings can be placed in a dry excavation without the use of cofferdams, forms may be omitted, if approved by the Engineer, and the entire excavation filled with concrete to the elevation of the top of footing. In this case, measurement for payment will be based on the footing dimensions shown on the plans.

Concrete in columns shall be placed monolithically between construction joints unless otherwise provided. Columns and caps and/or tie beams supported thereon may be placed in the same operation. To allow for settlement and shrinkage of the column concrete, it shall be placed to the lower level of the cap or tie beam and placement delayed for not less than one (1) hour nor more than two (2) before proceeding.

420.18. Treatment and Finishing of Horizontal Surfaces Except Roadway Slabs. All unformed upper surfaces shall be struck off to grade and finished. The use of mortar topping for surfaces under this classification will not be permitted.

After the concrete has been struck off, the surface shall be floated with a suitable float. Bridge sidewalks shall be given a wood float or broom finish or may be striped with a brush, as specified by the Engineer.

The tops of caps and piers between bearing areas shall be sloped slightly from the center toward the edge, and the tops of abutments and transition bents sloped from the backwall to the edge, as directed by the Engineer, so that the water drains from the surface. The concrete shall be given a smooth trowel finish. When shown on the plans, the top of caps and piers shall be coated with Type X epoxy material except for areas under shoes and bearing pads. Unless otherwise shown on the plans, the color shall be concrete gray. The color of the epoxy may be adjusted to concrete gray by the use of a black universal type tinting paste. Bearing areas for steel units shall be constructed in accordance with Item 441, "Steel Structures".

Bearing seat build-ups or pedestals for concrete units may be cast integrally with the cap or with a construction joint as follows:

The bearing seat build-ups shall be constructed of a latex based mortar or an epoxy mortar, mixed in accordance with the manufacturer's recommendation. Pedestals shall be constructed of Class "C" concrete, reinforced as shown on the plans.

Bearing areas under elastomeric pads or non-reinforced bearing seat build-ups shall be given a textured, wood float finish.

420.19. Finish of Roadway Slabs. In all roadway slab finishing operations, camber for specified vertical curvature and transverse slopes shall be provided.

For concrete slab or concrete slab girder spans cast in place on falsework, an additional amount of camber shall be provided to offset the initial and final deflections of the span. The additional amount of camber shall be determined from the dead load deflection diagram shown on the plans. When dead load deflection is not shown on the plans, the additional amount of camber shall be 1/8 inch per ten foot of span length but not to exceed 1/2 inch. For pan girder spans the additional camber for initial and final deflections shall be approximately 1/2 inch for 30 foot spans and 5/8 inch for 40 foot spans unless otherwise directed by the Engineer.

Roadway slabs supported on pre-stressed concrete, steel beams or girders shall receive no additional camber, except that for slabs without vertical curvature, the longitudinal camber shall be approximately 1/4 inch.

Dead load deflection shall be taken into account in setting the grades of headers and rail systems.

Work bridges or other suitable facilities shall be provided by the Contractor from which to perform all finishing operations and check measurements for slab thickness and reinforcement cover.

As soon as the concrete has been placed and vibrated in a section of sufficient width to permit working, the surface shall be approximately leveled, struck off and screeded, carrying a slight excess of concrete ahead of the screed to insure filling of all low spots. The screed shall be rigid enough to hold true to shape and shall have sufficient adjustments to provide for the required camber or section. A vibrating screed may be used if heavy enough to prevent undue distortion. The screeds, except those of the roller drum type, shall be provided with metal cutting edges.

Longitudinal screeds shall be moved across the concrete with a saw-like motion while their ends rest on headers or templates set true to the roadway grade or on the adjacent finished slab.

The surface of the concrete shall be screeded a sufficient number of times and at such intervals to produce a uniform surface, true to grade and free of voids.

If necessary, the screeded surface shall be worked to a smooth finish with a long handled wood or metal float, or hand floated from bridges over the slab.

When required by the Engineer, the Contractor shall perform sufficient checks with a long handled 10 foot straightedge on the plastic concrete to insure that the final surface will be within the tolerances specified below. The check shall be made with the straightedge parallel to the centerline. Each pass thereof shall lap half of the preceding pass. All high spots shall be removed and all depressions over 1/16 inch in depth shall be filled with fresh concrete and floated. The checking and floating shall be continued until the surface is true to grade and free of depressions, high spots, voids or rough spots.

Rail support holes shall be filled with concrete and finished to match the top of the slab.

Unless otherwise shown on the plans, when no additional wearing course is to be placed, the bridge deck surface shall be given a grooved steel tine finish. The grooves shall be approximately 1/8 to 3/16 inch deep, approximately 1/8 inch wide. The tines shall be randomly spaced approximately 3/4 to one (1) inch apart. The grooves shall run perpendicular to the structure center line when a transverse screed is used and parallel to the structure centerline when a longitudinal screed is used. Areas which receive insufficient texture depth shall receive additional texturing, when directed by the Engineer, by saw grooving in accordance with the procedure given below.

At the option of the Contractor, or when shown on the plans, the surface shall be given its final texture by saw grooving to meet the above requirements. Saw grooving may be done a minimum of four (4) days after the slab concrete has been placed. If saw grooving is done prior to the completion of curing, the curing shall be continued after sawing to provide the minimum curing time required.

When shown on the plans that a concrete overlay is to be placed on the slab (new construction) or on pre-stressed concrete box beams or other precast elements, the slab or the top surface of shear key and diafram concrete shall be given a broom finish. The finish shall have an average texture depth of approximately 0.035 inches with any individual test, not falling below 0.020 inches unless otherwise shown on the plans, when tested in accordance with Test Method Tex-436-A. Should the texture depth fall below that intended, the finishing procedures shall be revised to produce the desired texture.

When the plans require that an asphaltic seal, with or without overlay, on the slab (new construction), on pre-stressed concrete box beams or other precast elements, the slab or top surface of shear key and diafram concrete shall be given a lightly textured broom finish having an average texture depth of approximately 0.025 inches when tested in accordance with Test Method Tex-436-A.

Straightedge requirements will be required on slabs (new construction) to be overlaid.

After the concrete slab has attained final set, the Engineer may require that the finished surface be tested with a standard 10 foot straightedge. The straightedge shall be used parallel to the centerline of the structure to bridge any depressions and touch high spots. Ordinates of the irregularities, measured from the face of the straightedge to the surface of the slab, should normally not exceed 1/8 of an inch, making proper allowances for camber, vertical curve and surface texture; however, occasional variations exceeding this will be acceptable if, in the opinion of the Engineer, the variations will not produce unacceptable riding qualities.

When directed by the Engineer, irregularities exceeding the above shall be corrected. Areas which are corrected to produce satisfactory riding qualities shall be provided with an acceptable surface texture in a manner approved by the Engineer.

420.20. Curing Concrete. The Contractor shall inform the Engineer of the methods proposed for curing; shall provide the proper equipment and material in adequate amounts; and shall have the proposed methods, equipment and material approved prior to placing concrete.

Unless otherwise noted herein or shown on the plans, the choice of curing methods shall be at the option of the Contractor, except that the Engineer may require the same curing methods for like portions of a single structure.

Inadequate curing and/or facilities shall be cause for the Engineer to delay all concrete placement on the job until remedial action is taken.

All concrete shall be cured for a period of four (4) curing days except as noted herein.

**Table 2
EXCEPTIONS TO 4-DAY CURING**

Description	Type of Cement	Required Curing Days
Upper surfaces of bridge slabs, top slab of direct traffic culverts, and concrete overlays	I or III	8
	II or I/II*	10
	All types with fly ash	10
Concrete Piling Build-ups	All	6

*Meets the requirements of both Type I and Type II.

When the air temperature is expected to drop below 40 F, the concrete shall be covered with polyethylene sheeting, burlap-polyethylene blankets, mats or other acceptable materials to provide the protection required by Article 420.12.

A curing day is defined as a calendar day when the temperature, taken in the shade away from artificial heat, is above 50 F for at least 19 hours, or on colder days if satisfactory provisions are made to maintain the temperature of all surfaces of the concrete above 40 F for the entire 24 hours. The required curing period shall begin when all concrete therein has attained its initial set.

The following methods are permitted for curing concrete subject to the requirements of Table 3 and the following additional requirements for each method of curing:

- (1) **Form Curing.** When forms are left in contact with the concrete, other curing methods

will not be required except for exposed surfaces and for cold weather protection.

(2) Water Curing. All exposed surfaces of the concrete shall be kept wet continuously for the required curing time. The water used for curing shall meet the requirements for concrete mixing water as specified in Item 421, "Portland Cement Concrete". Sea water will not be permitted. Water which stains or leaves an unsightly residue shall not be used.

(a) Wet Mat Curing. This curing method shall consist of keeping the concrete continuously wet by maintaining wet cotton mats in direct contact with the concrete for the required curing time. Damp burlap blankets made from nine (9) ounce stock may be placed on the damp concrete surface for temporary protection prior to the application of cotton mats. The cotton mats may then be placed dry and wetted down immediately after they are placed. The mats shall be weighted down adequately to provide continuous contact with all concrete where possible.

Surfaces which cannot be cured by direct contact shall be covered with mats forming an enclosure well anchored to the forms or ground so that outside air cannot enter the enclosure. Sufficient moisture shall be provided inside the enclosure to keep all surfaces of the concrete wet. Wet mat curing will be required for Part A in Table 3 when the anticipated ambient temperature is expected to remain above 40 F for the first 72 hours of the curing period.

Polyethylene sheeting, burlap-polyethylene blankets, laminated mats or insulating curing mats placed in direct contact with the slab will be required when the air temperature is expected to drop below 40 F during the first 72 hours of the curing period. These curing materials shall be weighted down with dry mats to maintain direct contact with the concrete and to provide insulation against cold weather. Supplemental heating or insulation may be required in cold and/or wet weather if the insulating cotton mats become wet or if the concrete drops below the specified curing temperature.

(b) Water Spray. This curing method shall consist of overlapping sprays or sprinklers that keep all unformed surfaces continuously wet.

(c) Ponding. This curing method requires the covering of the surfaces with a minimum of two (2) inches of clean granular material, kept wet at all times, or a minimum of one (1) inch depth of water. Satisfactory provisions shall be made to provide a dam to retain the water or saturated granular material.

(3) Membrane Curing. Unless otherwise provided herein or shown on the plans, either Type 1-D or Type 2 membrane curing compound may be used where membrane curing is permitted except that Type 1-D (Resin Base Only) will be required for bridge slabs and top slabs of direct traffic culverts and all other surfaces which may require a higher grade of surface finish.

Table 3

CURING REQUIREMENTS

STRUCTURE UNIT DESCRIPTION	REQUIRED		PERMITTED	
	Water for Complete Curing	Membrane for Interim Curing	Water for Complete Curing	Membrane for Complete Curing
A. Upper surfaces of Bridge Roadway, Median and Sidewalk slabs, Top Slabs of Direct Traffic Culverts.	X	X (Resin Base)		
B. Top Surface of any Concrete Unit upon which Concrete is to be placed and bonded at a later interval (Stub Walls, Risers, etc.). Other Super structure Concrete (Curbs Wingwalls, Parapet Walls, etc.).	X			
C. All Substructure Concrete, Culverts, Box Sewers, Inlets, Manholes, Retaining Walls, Riprap, Railing			*X	*X
All other concrete	As specified in other items.			

*Polyethylene Sheeting, Burlap-Polyethylene Mats or Laminated Mats in close intimate contact with the concrete surfaces will be considered equivalent to water or membrane curing.

For substructure concrete only one (1) type of curing compound will be permitted on any one (1) structure. Material requirements and construction methods shall be as required by Item 526, "Membrane Curing", except as changed herein.

Membrane curing shall not be applied to dry surfaces, but shall be applied just after free moisture has disappeared. Formed surfaces and surfaces which have been given a first rub shall be dampened and shall be moist at the time of application of the membrane.

When membrane is used for complete curing, the film shall remain unbroken for the minimum curing period specified. Membrane which is damaged shall be corrected immediately by reapplication of membrane. Unless otherwise noted herein or shown on the plans, the choice of membrane type shall be at the option of the Contractor.

420.21. Removal of Forms and Falsework. Except as herein provided, forms for vertical surfaces may be removed when the concrete has aged not less than 12 hours, provided the removal can be done without damage to the concrete.

Forms for inside curb faces may be removed at such time the removal can be done without damage to the curb.

Weight supporting forms and falsework for all bridge components and culvert slabs, except as noted herein, shall remain in place a minimum of four (4) curing days. The forms then may be removed if the concrete has attained a flexural strength of 425 psi, as evidenced by strength tests using test beams made from the same concrete and cured under the same conditions as the portion of the structure involved. Forms for other structural components may be removed as specified by the Engineer.

Inside forms (walls and top slabs) for box culverts and sewers may be removed after concrete has aged not less than one (1) day (24 hrs.) and has acquired a flexural strength of not less than 255 psi, provided an overhead support system, approved by the Engineer, is used to transfer the weight of the top slab to the walls of the box culvert or sewer before the support provided by the forms is removed.

When all test beams made for the purpose of form removal have been broken without attaining the required strength, forms shall remain in place for a total of 14 curing days.

The above provisions relative to form removal shall apply only to forms or parts thereof which are constructed to permit removal without disturbing forms or falsework required to be left in place for a longer period on other portions of the structure.

All forms and falsework shall be removed unless otherwise approved by the Engineer.

420.22. Defective Work. Any defective work shall be repaired as soon as possible.

Any defect which in the opinion of the Engineer cannot be repaired satisfactorily to the extent required by the Engineer shall be removed and replaced at the expense of the Contractor.

420.23. Finishing Exposed Surfaces. A Surface Finish shall be applied to all concrete surfaces and shall be in accordance with Item 427, "Surface Finishes for Concrete".

420.24. Measurement. The quantities of concrete of the various classifications which will constitute the completed and accepted structure or structures in place will be measured by the cubic yard, each, square foot, square yard, or linear foot as shown on the plans. Measurement will be as follows:

(1) General.

(a) All concrete quantities will be based on the dimensions shown on the plans or those established in writing by the Engineer. Diafram concrete, when required, will be included in the slab measurement.

(b) In determining quantities, no deductions will be made for chamfers less than two (2) inches, embedded portions of structural steel or pre-stressed concrete beams, piling, anchor bolts, reinforcing steel, drains, weep holes, junction boxes, electrical or telephone conduit, conduit and/or voids for pre-stressed tendons or for embedded portions of light fixtures.

(c) For pan girder spans, a quantity will be included for the screed setting required to provide proper camber in the roadway surface after form removal.

(d) For slabs on steel and pre-stressed beams, a quantity for the haunch between the slab and beams will be included when required. No measurement will be made during construction for variation in the amount of haunch concrete due to deviation from design camber in the beams.

(e) For slabs on panels, T-beams, or box beams, the combination of span length, theoretical camber in beams, computed deflections, and plan vertical curve will be taken into account in determining the quantity for the slab.

Additional concrete which may be required by an adjustment of the profile grade line during construction, to insure proper slab thickness, will not be measured for payment.

(f) Variation in concrete headwall quantity incurred when an alternate bid for pipe is permitted will not be measured for payment.

(g) Quantities revised by a change in design, measured as specified herein, will be increased or decreased, as the case may be, and included for payment.

(2) Plan Quantity. For structure elements designated in Table 4, and when measured by the cubic yard, this is a plans quantity measurement item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

When the quantity for a complete structure element has been erroneously included or omitted from the plans, the quantity shown on the plans for that element will be added to or deducted from the plan quantity and included for payment. A complete structure element will be the smallest portion of a total structure for which a quantity is included on the plans.

When the plan quantity for a complete structure element is in error by five (5) percent or more, a recalculation will be made and the corrected quantity included for payment.

(3) Measured in Place. For those Items not measured for plan quantity payment, measurement will be made in place.

Table 4
PLAN QUANTITY PAYMENT
(Cubic Yard Measurement Only)

Culverts and Wingwalls	Slabs on Steel Spans
Headwalls for pipe	Slabs on Pre-stressed Spans
Retaining Walls	Pan Girder Spans
Inlets and Manholes	Pile Bent Caps
Slab Spans	Shear Key Concrete
Slab and Girder Spans	Abutments

Note: Other structure elements may be paid for as "plan quantity", including pier and bent concrete, when shown on the plans.

For those portions of structures not listed in Table 4, the concrete quantities, measured as provided in Subarticle 420.24.(1) will be paid for at the unit price bid per "Cubic Yard", per "Each", per "Square Foot", per "Square Yard", or per "Linear Foot", in place, for the various classifications of concrete shown.

420.25. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the various structure elements specified of the various classes of concrete. This price shall be full compensation for furnishing, hauling and mixing all concrete materials; for furnishing, bending, fabricating, splicing, welding and placing the required reinforcement; for all clips, blocks, metal spacers, ties, wire or other materials used for fastening reinforcement in place; for placing, finishing and curing all concrete; for all grouting and pointing; for furnishing and placing drains; for furnishing and placing metal flashing strips; for furnishing and placing expansion-joint material required by this Item; and for all forms and falsework, labor, tools, equipment and incidentals necessary to complete the work.

Concrete which fails to meet minimum strength requirements may be rejected or a structural review may be made by the Engineer. Such concrete which is proven structurally adequate may be accepted at an adjusted price based on the following formula:

$$A = .10Bp + .75(Sa/Ss)^2 Bp$$

A = Amount to be paid per unit of measure

Sa = Actual strength from beams or cores.

Ss = Minimum required strength (specified)

Bp = Unit bid price

* * * END OF SECTION * * *

SECTION ITEM 421

PORTLAND CEMENT CONCRETE

421.1. Description. This Item shall govern for portland cement concrete to be used in concrete pavement, concrete structures and other concrete construction.

421.2. Materials. The concrete shall be composed of portland cement, (with or without) fly ash, fine and coarse aggregates and water.

(1) Cement. Portland cement shall conform to Item 524, "Hydraulic Cement".

Unless otherwise shown on the plans or in the specifications, the cement shall be either Type I, IP, II or III portland cement except as follows:

- a. Type III cement shall not be used when the anticipated air temperature for the succeeding 12 hours will exceed 60 F.
- b. Type III cement may be used, regardless of air temperature, in all precast concrete.

All cement used in a monolithic placement shall be of the same type.

Type I/II cement may be considered as either Type I or Type II cement except as otherwise noted.

Type IP cement may be used in lieu of Type I or Type II cement except when otherwise required by the plans or specifications. When Type IP cement is used, additional fly ash will not be permitted.

(2) Fly Ash. Fly ash shall conform to the requirements of Departmental Materials Specification D-9-8900. Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th Street, Austin, Texas 78701-2483.

When fly ash is used, "cement" shall be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of Type I, II or III portland cement and 20 to 35 percent fly ash by absolute volume, except that for classes of concrete which are specified to have less than five (5) sacks of portland cement per cubic yard, the fly ash replacement of cement shall not exceed 25 percent by absolute volume of the specified cement content. The Contractor has the option of using "cement plus fly ash" as defined herein for all classes of concrete except that Type B fly ash shall not be used when Type II cement is required, and no fly ash is permitted when a white portland cement is required.

(3) Mixing Water. Water for use in concrete and for curing shall be free from oils, acids, organic matter or other deleterious substances and shall not contain more than 1000 parts

per million of chlorides as Cl nor more than 1000 parts per million of sulfates as SO₄.

Water from municipal supplies approved by the State Health Department will not require testing, but water from other sources will be sampled and tested before use in concrete. Tests shall be made in accordance with AASHTO T26. A sample of approximately one (1) gallon shall be submitted to the Texas Department of Transportation, Division of Materials and Tests, 3800 Jackson Ave., Bldg. No. 5, Austin, Texas 78731-6033.

Water used in white portland cement concrete shall be free from iron and other impurities which may cause staining or discoloration.

(4) Coarse Aggregate. Coarse aggregate shall be washed and shall consist of durable particles of gravel, crushed blast furnace slag, crushed stone, or combinations thereof and shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter, or other objectionable material either free or as an adherent coating. When white portland cement is specified, the coarse aggregates used in the concrete shall be light colored. Quality shall be reasonably uniform throughout. Coarse aggregate shall not contain more than 0.25 percent by weight of clay lumps, nor more than one (1.0) percent by weight of shale, nor more than five (5.0) percent by weight of laminated and/or friable particles when tested in accordance with Test Method Tex-413-A. Coarse aggregate from each source shall have a wear of not more than 40 percent when tested in accordance with Test Method Tex-410-A.

Unless otherwise shown on the plans, coarse aggregate from each source will be subjected to five (5) cycles of both the sodium sulfate and the magnesium sulfate soundness test in accordance with Test Method Tex-411-A. When the loss is greater than 12 percent with sodium sulfate and/or 18 percent with magnesium sulfate, further testing will be required prior to acceptance or rejection of the material. A satisfactory record under similar conditions of service and exposure will be considered in the evaluation of material failing to meet these requirements.

When tested in accordance with Test Method Tex-401-A, the coarse aggregate, including combinations of aggregates when used, shall conform to the gradation requirements shown in Table 1, except as provided in Subarticle 427.8.(3) for exposed aggregate finishes.

TABLE 1

COARSE AGGREGATE GRADATION CHART

Aggregate Grade No.	Nominal Size Inches	Percent Retained on Each Sieve								
		2-1/2 in.	2 in.	1-1/2 in.	1 in.	3/4 in.	1/2 in.	3/8 in.	No. 4	No. 8
1	2	0	0-20	15-50		60-80			95-100	
2 (467)*	1-1/2		0	0-5		30-65		70-90	95-100	
3	1-1/2		0	0-5		10-40	40-75		95-100	
4 (57)*	1			0	0-5		40-75		90-100	95-100
5 (67)*	3/4				0	0-10		45-80	90-100	95-100
6 (7)*	1/2					0	0-10	30-60	85-100	95-100
7	3/8						0	5-30	75-100	
8	3/8						0	0-5	35-80	90-100

*Numbers in parenthesis indicate that these gradations conform to corresponding ASTM gradation in ASTM C33.

The loss by decantation in accordance with Test Method Tex-406-A plus the allowable weight of clay lumps, shall not exceed one (1) percent, or the value shown on the plans, whichever is smaller. In the case of aggregates made primarily from the crushing of stone, if the material finer than the 200 sieve is definitely established to be the dust of fracture, essentially free from clay or shale, as established by Part III of Test Method Tex-406-A, the percent may be increased to 1.5.

(5) Fine Aggregate. Fine aggregate shall be washed and consist of clean, hard, durable and uncoated particles of natural or manufactured sand or a combination thereof, with or without a mineral filler. When white portland cement is specified the fine aggregate used in the concrete shall be light colored. It shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter or other objectionable material and it shall not contain more than 0.5 percent by weight of clay lumps. When the aggregate is subjected to the color test for organic impurities in accordance with Test Method Tex-408-A, the test result shall not show a color darker than standard.

Unless otherwise shown on the plans, the acid insoluble residue of fine aggregate used in concrete subject to direct traffic shall be not less than 60 percent by weight when tested in accordance with Test Method Tex-612-J.

When tested in accordance with Test Method Tex-401-A, the fine aggregate or combinations of aggregates, including mineral filler, shall conform to the gradation requirements shown in Table 2.

Table 2

FINE AGGREGATE GRADATION CHART

Aggregate Grade No.	Percent Retained on Each Sieve							
	3/8 in.	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
1	0	0 to 5	0 to 20	15 to 50	35 to 75	65 to 90	90 to 100	97 to 100

Where manufactured sand is used in lieu of natural sand, the percent retained on the No. 200 sieve shall be 94 to 100.

Where the sand equivalent value is greater than 85, the retainage on the No. 50 sieve may be 65 to 94 percent.

Fine aggregate will be subjected to the Sand Equivalent Test (Test Method Tex-203-F). The sand equivalent shall not be less than 80 unless otherwise shown on the plans.

For all classes of concrete, except class K, the fineness modulus shall be between 2.30 and 3.10 as determined by Test Method Tex-402-A. The fineness modulus for class K shall be 2.6 to 2.8 unless otherwise shown on the plans.

(6) Mineral Filler. Mineral filler shall consist of stone dust, clean crushed sand, or other approved inert material. When tested in accordance with Test Method Tex-401-A, it shall conform to the following gradation:

Retained on No. 30 Sieve 0 percent

Retained on No. 200 Sieve 0-35 percent

(7) Admixtures. Admixtures and their use shall conform to the requirements of Item 437, "Concrete Admixtures". Calcium chloride will not be permitted.

(8) Mortar and Grout. Unless otherwise specified or approved by the Engineer, mortar and grout shall consist of one (1) part portland cement, two (2) parts finely graded sand and sufficient water to provide the desired consistency. Mortar may contain admixtures.

Post tensioning grout shall be in accordance with Item 426, "Prestressing".

Mortar shall have a consistency such that the mortar can be easily handled and spread by trowel.

Grout shall have a consistency such that the grout will flow into and completely fill all voids.

When required to prevent color difference, white cement shall be added to produce the color required. When shown on the plans or in the specifications, or when required by the Engineer, latex adhesive conforming to the requirements of Departmental Material Specification D-9-8110 shall be added to the mortar.

421.3. Storage of Materials.

(1) Cement, Fly Ash and Mineral Filler. All cement, fly ash and mineral filler shall be stored in well ventilated weatherproof buildings or approved bins, which will protect them from dampness or absorption of moisture. Each shipment of packaged cement shall be kept separated to provide easy access for identification and inspection.

The Engineer may permit small quantities of sacked cement to be stored in the open on a raised platform and under waterproof covering for a maximum of 48 hours.

(2) Aggregates. The method of handling and storing concrete aggregates shall prevent contamination with foreign materials. If the aggregates are stored on the ground, the sites for the stockpiles shall be clear of all vegetation and shall be level. The bottom six (6) inch layer of aggregate shall not be disturbed or used without re-cleaning.

When conditions require the use of two (2) or more sizes of aggregates, the aggregates shall be separated to prevent intermixing. Where space is limited, stockpiles shall be separated by physical barriers. Aggregates from different sources shall be stored in different stockpiles unless the aggregates are pre-blended as approved by the Engineer prior to stockpiling.

Methods of handling aggregates during stockpiling and their subsequent use shall be such that segregation will be minimized. The Engineer may require that stockpiles be remixed when segregation is apparent.

Unless otherwise authorized by the Engineer, all aggregate shall be stockpiled at least 24 hours to reduce the free moisture content. In order to control absorption, stockpiles shall be sprinkled when directed by the Engineer.

To assure uniform concrete, aggregate stockpiles shall be maintained at reasonably uniform moisture content.

(3) Admixtures. Admixtures shall be stored in accordance with Item 437, "Concrete Admixtures".

421.4. Measurement of Materials. Except as noted below, the measurement of materials used in batches of concrete shall be by weight.

Water may be measured by volume or by weight.

Cement and fly ash shall be weighed separately from other materials. Weighing of sacked cement will not be required. When sacked cement is used, the quantity of cement per batch shall be based upon using full bags of cement. Batches involving use of fractional bags will not be permitted except for small hand mixed batches of approximately five (5) cubic feet or less and when an approved method of volumetric measurement is used.

Where two (2) or more sizes or types of aggregates are used, each type and/or size shall be measured separately.

When determining aggregate batch weights, proper allowance shall be made for the water content in the aggregate (free water and/or absorption).

Admixtures shall be measured and dispensed in accordance with Item 437, "Concrete Admixtures".

Measuring materials by volumetric methods may be used where permitted by the specifications. When a mixer using volumetric batching of materials is used, an accurate method of measuring by volume shall be provided. Continuous volumetric mixers shall be calibrated to assure correct measurement of materials.

The amount of each ingredient in the batch shall be measured to within plus or minus one (1) percent of the required amount except that water shall be measured to within plus or minus one (1) gallon and admixture tolerances shall be in accordance with Item 437, "Concrete Admixtures".

421.5. Equipment.

(1) Weighing and Measuring Equipment. Weighing and measuring equipment shall conform to Item 520, "Weighing and Measuring Equipment".

(2) Mixing Equipment.

(a) General. All equipment, tools, and machinery used for hauling materials and performing any part of the work shall be maintained in such condition as to insure completion of the work under way without excessive delays for repairs or replacement.

The mixer shall be of an approved type and size that will produce uniform distribution of the material throughout the mass and shall be capable of producing concrete meeting the requirements of these specifications.

The mixing equipment shall be capable of producing the quantities of concrete necessary to comply with requirements shown on the plans or in these specifications.

For all mixers, an adequate water supply and an accurate method of measuring the water shall be provided.

Delivery of concrete to the worksite and the discharge from the hauling equipment,

agitating, or non-agitating, shall be in accordance with the requirements shown on the plans or in the governing specifications.

Specific requirements for batch plants, mixers and other equipment shall be in accordance with Item 522, "Portland Cement Concrete Plants", Item 360, "Concrete Pavement", or other specifications, except that continuous volumetric mixers shall conform to Subarticle 421.5(2)(b) of this Item.

(b) Continuous Volumetric Mixers. For all miscellaneous concrete placements, a mobile, continuous, volumetric mixer may be used.

When approved in writing by the Engineer or when specified for use in other Items, these mixers may be used for other types of concrete construction, including structural concrete, if the number of mixers furnished will supply the amount of concrete required for the particular operation in question.

These mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.

(c) Portland Cement Concrete Plants. The use of ready-mixed concrete from a commercial source will be permitted for all structural concrete provided that the plant, truck mixers, and mixing equipment conform to the requirements of Item 522, "Portland Cement Concrete Plants". The use of ready-mix plants and ready-mix concrete for concrete pavement shall be in accordance with Item 360, "Concrete Pavement". The class of plant furnished shall conform to the requirements of Item 522, "Portland Cement Concrete Plants".

421.6. Mixing.

(1) General. Mixed concrete which does not conform to specification requirements shall not be placed. Mixing shall be in accordance with Item 522, "Portland Cement Concrete Plants", except that mixing with continuous volumetric mixers will be in accordance with Subarticle 421.6.(2) and except as set out in Subarticle 421.6.(3).

(2) Continuous Volumetric Mixers. Mixing shall be in accordance with mixer manufacturer's recommendations unless otherwise revised by the Engineer.

(3) Mixing of concrete by hand methods or by the use of a small motor driven mixer will be permitted for small placements of approximately two (2) cubic yards or less when authorized by the Engineer. Hand mixed batches shall not exceed a two (2) sack batch in volume. For such placements the mix may be proportioned by approved volumetric methods.

421.7. Placing, Curing and Finishing. The placing of concrete, including construction of forms and falsework, curing and finishing, shall be in accordance with Item 420, "Concrete Structures", Item 360, "Concrete Pavement", and Item 427, "Surface Finishes for Concrete".

421.8. Classification and Mix Design. The Contractor shall furnish the mix design, using a coarse aggregate factor acceptable to the Engineer, for the class(es) of concrete specified, to conform with the requirements contained herein and in accordance with Construction Bulletin C-11. The Contractor shall perform, at his entire expense, the work required to substantiate the design, except that casting and testing of strength specimens will be done by the Department. Complete concrete design data shall be submitted to the Engineer for approval.

The Contractor shall determine and measure the batch quantity of each ingredient, including all water, not only for batch designs but for all concrete produced for the project. The mixes shall conform to these specifications and other requirements shown on the plans.

For continuous volumetric mixers the materials delivered during a revolution of the driving mechanism, or in a selected time interval, will be considered a batch and the proportion of each ingredient will be calculated in the same manner as for a batch type plant.

The Contractor may accept a design from the Department; however, this acceptance will not relieve the Contractor of the responsibility of providing concrete meeting the requirements of these specifications.

Mix designs from previous or concurrent jobs may be used without trial batches if it is shown that no substantial change in any of the proposed ingredients has been made.

No charge will be made for existing designs furnished by the Engineer. The cost to the Department of preparing a new mix design will be charged to the Contractor and deducted from the payment for the work.

Trial batches shall be made and tested using all the proposed ingredients prior to the placing of concrete, and when the aggregate, and/or type, brand or source of cement, or admixture is changed. When the brand and/or source of cement only is changed, the Engineer may waive trial batch only if a prior record of satisfactory performance of the cement with the other ingredients has been established.

Trial batches generally shall be made in a mixer of adequate capacity to evaluate the design. The trial batches shall be made in a mixer representative of the mixers to be used. Batch size shall not be less than 50 percent of its rated mixing capacity.

Concrete for pneumatically placed concrete shall be in accordance with Item 431, "Pneumatically Placed Concrete".

The coarse aggregate factor shall be selected in accordance with Construction Bulletin C-11 based on grade of the coarse aggregate and the fineness modulus of the sand.

The Contractor shall have the option of using chemical admixtures with all classes of concrete in accordance with Item 437, "Concrete Admixtures", except where the use of specific admixtures is required or prohibited in this or other items.

When a retarding admixture is required for hot weather concreting, the amount to be used will be as required in Item 437, "Concrete Admixtures", subject to change by the Engineer when required.

When used for extended retardation, the amount to be used will be established by several trial batches with varying retarder content and simulating the placing conditions to be encountered and tested in accordance with Tex-440-A.

When entrained air is required, the concrete shall be designed to entrain five (5) percent air when Grade 1 or 2 coarse aggregate is used, six (6) percent when Grade 3 or 4 coarse aggregate is used, and seven (7) percent for Grades 5, 6 or 7 unless otherwise specified by the Engineer. Concrete as placed shall contain the proper amount of entrained air as required herein with a tolerance of plus or minus 1-1/2 percentage points. Acceptance of concrete with occasional variations between 1-1/2 and three (3) percentage points over the specified amount will be based on strength tests as required by the Engineer. Such concrete which fails to meet strength requirements may be accepted on the basis of structural reviews subject to the provisions of Article 420.25. When the quantity of entrained air is found to be more than three (3) percentage points over or two (2) percentage points under those values given herein, the concrete will be rejected.

Entrained air will be required for bridge slabs, top slabs of direct traffic culverts, concrete pavement, dense and regular concrete overlays, piers, bents, precast piling (nonprestressed), drilled shafts placed in water, bridge railing, concrete traffic barrier and for other items of work as may be specified, on the plans or in other specifications. Unless otherwise specified, entrained air will not be required when Class "H" concrete is used for precast traffic barrier or precast bridge repair.

**Table 3
SLUMP REQUIREMENTS**

Concrete Designation	Desired Slump Inches	Max Slump Inches
A. Structural Concrete		
(1) All drilled shafts	6	7
(2) Thin-Walled Section (9" or less)	4	5
(3) Slabs, Concrete Overlay, Caps, Column piers, Wall sections over 9", etc.	3	4
(4) Prestressed Concrete Members		
(5) Concrete traffic Barrier (cast-in-place or precast), Concrete Bridge Railing	4	5
	4	5

(6) Dense concrete overlay	3/4	1
(7) Concrete placed underwater	6	7
(8) Concrete with High Range Water Reducer	—	8
B. Concrete Pavement		
C. Riprap, curb, gutter, slip-formed and extruded concrete	1-1/2	3 max 1 min
As Approved by the Engineer		

Note: No concrete will be permitted with a slump in excess of the maximums shown.

When high range water reducing admixtures are used, the slump shall not exceed eight (8) inches.

421.9. Quality of Concrete. The concrete shall be uniform, workable and of a consistency acceptable to the Engineer. The cement content, maximum allowable water/cement ratio, the desired and maximum slump, the proper amount of entrained air and the strength requirement for all classes of concrete shall conform to the requirements of these specifications. It shall be the responsibility of the Contractor to provide concrete meeting these requirements.

During the progress of the work, the Engineer will cast test cylinders and/or beams, perform slump and entrained air tests and will make temperature checks, as required, to insure compliance with the specifications.

Unless otherwise shown on the plans the Contractor shall furnish and properly maintain all test molds. The test molds shall meet the requirements of Test Methods Tex-418-A and Tex-448-A and, in the opinion of the Engineer, must be satisfactory for use at the time of use. In addition, the Contractor shall be responsible for furnishing personnel to remove the test specimens from the molds and transport them to the proper curing location at the schedule designated by the Engineer and in accordance with the governing specification. For all concrete items the Contractor shall have a wheelbarrow, or other container acceptable to the Engineer, available to use in the sampling of the concrete. The Contractor is responsible for disposing of used, broken test specimens.

All labor and equipment furnished by the Contractor will be considered subsidiary to the various bid items and will not be paid for directly.

A strength test is defined as the average of the breaking strength of two (2) cylinders or two (2) beams as the case may be. Each specimen will be tested in accordance with Test Methods Tex-418-A or Tex-448-A.

Slump tests will be performed in accordance with Test Method Tex-415-A. Entrained air tests will be performed in accordance with Test Method Tex-416-A.

If the required strength or consistency of the class of concrete being produced cannot be secured with the minimum cement specified or without exceeding the maximum water/cement ratio, the Contractor will be required to furnish different aggregates, use a water reducing agent, an air entraining agent or increase the cement content in order to provide concrete meeting these specifications.

All test specimens, beams or cylinders, representing tests for removal of forms and/or falsework shall be cured using the same methods and under the same conditions as the concrete represented.

"Design Strength" beams and cylinders shall be cast and cured in accordance with Test Method Tex-447-A.

The Contractor shall provide, operate and maintain curing facilities as described in Test Method Tex-447-A, for the purpose of curing test specimens.

When the specified concrete strength is by 28 day compressive strength tests, job control testing will be by seven day compressive strength tests. The minimum strength requirement for seven (7) day tests will be 70 percent of the specified minimum 28 day compressive strength. If the required seven (7) day strength is not obtained with the quantity of cement specified in Table 4, changes in the batch design will be made as specified in this article. For an occasional failure of the seven day compressive test, the concrete may be tested at 28 days for final evaluation.

Strength test requirements for Type II cement will govern when Type I/II cement is used.

Table 4

CLASSES OF CONCRETE

Class of Conc.	Cement per C.Y. Min. (sacks)	Min. Comp. Sgth (fc) 28 Day psi	Min.Flex. Sgth. 7 day psi	Max. Water Cement Ratio Gal/sk	Coarse Aggr. Grade No.	General Usage (information only)
A	5.0	3000	425 390 (c)	6.5	1-2- 3-4- 8 (a) (d)	Drilled Shafts; Culverts, except Top Slab of Direct Traffic Culverts; Inlets; Manholes, Headwalls; Appr. Slabs; Curb; Gutter; Curb & Gutter, Conc. Retards; Sidewalks; Driveways; Conc. Pavement; Back-up Walls; Anchors
B	4.0	2000	280	8.0	2-3-4- 5-6-7	Riprap, Small Roadside Signs and Anchors
C	6.0	3600	510 470 (c)	6.0	1-2-3- 4-5 (d)	Drilled Shafts; Bridge Substructure; Bridge Railing; Culverts, except Top Slab of Direct Traffic Culverts; Wing Walls; Approach Slab; Concrete Traffic Barrier (cast-in-place)

Class of Conc.	Cement per C.Y. Min. (sacks)	Min. Comp. Sgth (f'c) 28 Day psi	Min.Flex. Sgth. 7 day psi	Max. Water Cement Ratio Gal/sk	Coarse Aggr. Grade No.	General Usage (information only)
D	3.0	1500	215	11.0	2-3-4-5-6-7	Riprap
E	6.0	3000	425	6.0	2-3-4-5	Seal Concrete
F	6.0 (8.0 Max)	As specified on plans	$\frac{.85 f'c}{6}$	5.5	2-3-4-5	Railroad structures; occasionally for Bridge Piers, Columns or Bents
H	6.0	As specified on plans	N.A.	5.5	3-4-5-6	Prestressed Concrete Beams, Boxes, Piling and Concrete Traffic Barrier (Precast)
S	6.5	4000	570 525(c)	5.0	2-3- 4-5	Bridge Slab; Top Slab of Direct Traffic Culvert; Bridge Substructure
P	5.0	N.A.	555(b)	6.25	2-3	Concrete Pavement
DC	8.75	5500	720	3.6	6	Dense Concrete Overlay
CO	7.0	4600	640	4.5	6	Concrete Overlay
SS	7.0	3600	510	5.5	3-4-5	Slurry Displacement Shafts, Underwater Drilled Shafts
K	Requirements as specified on the plans or in other Items.					

(a) Grade 8 aggregate for use in extruded curbs, unless a larger size is approved by the Engineer.

(b) Minimum running average for concrete pavement (in accordance with construction Bulletin C-II).

(c) When Type II or Type I/II cement is used.

(d) Unless otherwise permitted by the Engineer, Grade I coarse aggregate may be used only in massive foundations with four (4) inch minimum clear spacing between reinforcing steel bars. Grade I aggregate may not be used in drilled shafts.

421.10. Measurement and Payment. The work performed, materials furnished and all labor, tools, equipment and incidentals necessary to complete the work under this Item will not be measured or paid for directly, but will be considered subsidiary to the various bid items of the contract.

***** END OF SECTION *****

SECTION ITEM 464

REINFORCED CONCRETE PIPE

464.1. Description. This Item shall govern for furnishing and installing all concrete pipe and materials and for constructing precast concrete pipe culverts or precast concrete sewer mains, laterals, stubs and inlet leads. The pipes shall be of the sizes, strengths and dimensions shown on the plans and shall include all connections to new or existing pipes, sewers, manholes, inlets, headwalls and other appurtenances and jointing materials as may be required to complete the work.

464.2. Materials.

(1) General. Except as modified herein, precast reinforced concrete pipe shall conform to the design shown on the plans and to ASTM C76 or C655 for circular pipe; ASTM C506 for arch pipe or ASTM C507 for horizontal elliptical pipe.

All precast concrete pipe shall be machine made or cast by a process which will provide for uniform placement of the concrete in the form and compaction by mechanical devices which will assure a dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete will not be acceptable for use in precast concrete pipe.

Unless otherwise shown on the plans, not more than two (2) holes may be placed in the top section of precast pipe for lifting and placing. The holes may be cast, cut, or drilled in the wall of the pipe. The holes shall not exceed three (3) inches in diameter at the inside surface of the pipe wall. Not more than one (1) longitudinal wire or two (2) circumferential wires may be cut per layer of reinforcing steel when locating lift holes in the pipe wall. After the pipe is in place, lift holes shall be filled with concrete or mortar or precast concrete plugs to the satisfaction of the Engineer.

The Contractor has the option of using portland cement or portland cement plus fly ash. When fly ash is used, then "cement" shall also be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of portland cement of the type specified and 20 to 35 percent fly ash by absolute volume. Type B fly ash shall not be used when Type II cement is shown on the plans. When portland cement is partially replaced, blended or otherwise modified by a pozzolan, the pozzolan is defined and limited to fly ash conforming to Department Materials Specification D-9-8900, "Fly Ash".

Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th St., Austin, Texas 78701-2483.

(2) Design. Circular pipe shall be of the class or D-load shown on the plans. Regardless of the design shown, the Contractor may furnish pipe to either ASTM C76 or ASTM C655 specifications. Table C outlines the class and D-load equivalents. For concrete pipe arch or elliptical pipe, the minimum design shall conform to Table A or B.

TABLE A *			
Arch Pipe			
Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	13	22
2	21	1/2	26
3	24	15	28 1/2
4	30	1/2	36 1/4
5	36	18	43 3/4
6	42	22	51 1/8
7	48	1/2	58 1/2
8	54	26	65
9	60	5/8	73
10	72	31	88
		5/16	
		36	
		40	
		45	
		54	

TABLE B *			
Horizontal Elliptical Pipe			
Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	14	23
2	24	19	30
3	27	22	34
4	30	24	38
5	33	27	42
6	36	29	45
7	39	32	49
8	42	34	53
9	48	38	60
10	54	43	68

*Minimum height of cover required is one (1) foot.

*Maximum height of cover is eight (8) feet.

**TABLE C
CIRCULAR PIPE
(CLASS, D-LOAD EQUIVALENTS)**

Error! Bookmark not defined.C76	C655
CLASS I	800D-LOAD
CLASS II	1000D-LOAD
CLASS III	1350D-LOAD
CLASS IV	2000D-LOAD
CLASS V	3000D-LOAD

Reinforced concrete pipe for jacking, boring or tunneling shall meet the requirements of the pertinent ASTM specification with the following additional requirements:

The pipe shall have circular reinforcement and for 30 inch and larger diameters shall have an additional layer of Class III reinforcement, 12 inches long, extending into both the tongue and groove of the joint to within 3/4 inch of the end of the tongue and the groove. The minimum wall thickness shall be wall "B" for the diameter specified, unless special designs are required. The minimum concrete compressive strength for jacking and boring pipe shall be 5000 psi. Variations in the laying length of opposite sides shall not exceed 3/8 inch for pipe diameters 24 inches through 60 inches and 1/2 inch for pipe diameters 66 inches and larger. The maximum joint taper shall be 7 degrees for tongue and groove pipe and 2 degrees for O-ring gasket pipe. Pipe manufactured to these additional requirements shall be marked to identify pipe for jacking and boring.

The plans will provide a summary indicating the locations and length for all pipe. In addition, the diameter, required D-load and/or class for full circle pipe, and/or the design size for pipe arch or elliptical pipe will also be shown.

(3) Physical Test Requirements. The acceptability of the pipe shall be determined by the results of the physical tests outlined herein; by appropriate material tests required in ASTM C76, C506, C507, or C655; by absorption tests on selected samples from the wall of the pipe; and by inspection of the finished pipe to determine its conformance with the required design and its freedom from defects. Three-Edge Bearing tests shall be performed on one (1) pipe for each 100 pipe or fraction thereof of each design or shape, size, class or D-load for the load to produce a 0.01 inch crack and, at the discretion of the Engineer, the pipe may be tested to ultimate load.

As an alternate to the Three-Edge Bearing test, concrete pipe 60 inches in diameter and larger may be accepted on the basis of compressive strength of cores cut from the wall of the pipe. The manufacturer shall furnish facilities and personnel for taking the cores and determining the compressive strength of the samples. Three-Edge Bearing tests and core tests shall be in accordance with ASTM C497.

The manufacturer shall plug and seal coreholes in the pipe wall, after testing, in a manner satisfactory to the Engineer.

(4) Marking. The following information shall be clearly marked on each section of pipe:

(a) The class or D-load of pipe.

(b) The date of manufacture.

(c) The name or trademark of the manufacturer.

(d) One end of each section of pipe with elliptical reinforcement shall be clearly marked during the process of manufacture or immediately thereafter on the inside and the outside of opposite walls to show the location of the "top" or "bottom" of the pipe as it should be installed, unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Marking shall be indented on the pipe

section or painted thereon with waterproof paint.

(e) Pipe for jacking and boring shall be identified for the intended use.

(5) Inspection. The quality of materials, the process of manufacture, and the finished pipe shall be subject to inspection and approval by the Engineer at the pipe manufacturing plant. In addition, the finished pipe shall be subject to further inspection by the Engineer at the project site prior to and during installation.

(6) Causes for Rejection. Pipe shall be subject to rejection for failure to conform to any of the specification requirements. Individual sections of pipe may be rejected because of any of the following:

(a) Fractures or cracks passing through the shell, except for a single end crack that does not exceed the depth of the joint.

(b) Defects that indicate imperfect proportioning, mixing and molding.

(c) Surface defects indicating honeycombed or open texture.

(d) Damaged ends, where such damage would prevent making a satisfactory joint.

(e) Any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more, regardless of position in the wall of the pipe.

(7) Repairs. Pipe may be repaired if necessary, because of occasional imperfections in manufacture or accidental injury during handling and will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired pipe conforms to the requirements of the specifications.

(8) Rejections. All rejected pipe will be plainly marked by the Engineer by painting colored spots over the Division of Materials and Tests monogram on the inside wall of the pipe and on the top outside wall of the pipe. The painted spots shall be sufficient to identify the rejected pipe but no larger than four (4) inches in diameter. Rejected pipe shall not be defaced in any other manner. The Contractor shall remove the rejected pipe from the project and replace with pipe meeting the requirements of this Item.

(9) Jointing Materials. Unless otherwise specified on the plans the Contractor shall have the option of making the joints using any of the materials described herein. For all jointing materials except mortar, the Contractor shall furnish the Engineer the Manufacturer's Certificate of Compliance.

(a) **Mortar.** Mortar for joints shall be in accordance with the section, "Jointing", of this Item.

(b) **Cold Applied, Plastic Asphalt Sewer Joint Compound.** This material shall

consist of natural and/or processed asphalt base, suitable volatile solvents and inert filler. The consistency is to be such that the ends of the pipe can be coated with a layer of the compound up to one-half inch thick by means of a trowel. The joint compound shall cure to a firm, stiff plastic condition after application. The material shall be of a uniform mixture and any small separation occurring in the container shall be stirred to a uniform mix before use.

This material shall meet the following requirements when tested in accordance with Test Method Tex-526-C:

Asphalt Base, 100% - % Volatiles - % by weight	% Ash, 28-45
Volatiles, 212 F Evaporation, 24 h, % by weight	10-26
Mineral Matter, determined as Ash, % by weight	30-55
Consistency, Cone Penetration, 150 q, 5 sec, 77 F	150-275

(c) Rubber Gaskets. These gaskets shall conform to ASTM C361 or C443. The design of the joints and permissible variations in dimensions shall be in accordance with ASTM C443. The Contractor shall furnish the Engineer the Manufacturer's Certificate of Analysis.

(d) Cold Applied Preformed Plastic Gaskets. Preformed plastic gaskets shall be suitable for sealing joints of tongue and groove concrete pipe. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength, and shall be supplied in extruded rope-form of suitable cross-section. The size of the plastic gasket joint sealer shall be in accordance with the manufacturer's recommendations and be of sufficient size to properly seal the joint. The plastic gasket joint sealer shall be so constructed as to provide evidence of proper installation either by means of "squeeze-out" of the gasket material on the inside or outside around the complete pipe joint circumference or by means of tabs, projections or other such indicators placed at established intervals around the circumference of the pipe joint. Plastic gasket joint sealers shall be Type 1 or Type 2. Type 1 gaskets shall meet the "squeeze-out" requirements and Type 2 gaskets shall meet the requirements for tabs, projections or other indicators. The gasket joint sealer shall be protected by a suitable wrapper designed that when removed, the jointing material maintains integrity.

The chemical composition of the gasket joint sealing compound for Type 1 and 2, as shipped, shall meet the following requirements:

COMPOSITION	TEST METHOD	ANALYSIS
Bitumen, Petroleum Plastic Content, % by weight	ASTM D4	50-70
Ash-Inert Mineral Matter, % by weight	Tex-526-C	30-50
Volatile Matter, 325 F, % by weight	Tex-506-C	2.0 max.

The gasket joint sealing compound when immersed for 30 days at ambient room temperature separately in five (5) percent solution of caustic potash; a five (5) percent solution of hydrochloric acid; a five (5) percent solution of sulfuric acid; and a saturated H₂S solution, shall show no visible deterioration.

The physical properties of the gasket joint sealing compound as shipped shall meet the following requirements:

PROPERTY	TEST METHOD REQUIREMENT	
	Type 1	Type 2
Ductility @ 77 F (cm), min. Tex-503-C	5.0	5.0
Softening Point, F	275	275
Penetration 32 F (300g) 60 sec., min --	65	
Tex-502-C 77 F (150g) 5 sec	50-120	50-120
Tex-502-C 115 F (150g) 5 sec., max. Tex-502-C	-----	150

464.3. Construction Methods. The location of private driveway and side road pipe shall be constructed at locations shown on the plans or as directed by the Engineer.

Reinforced concrete pipe culverts and sewers shall be constructed in accordance with the plans and requirements of this Item.

(1) Excavation. All excavation shall be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures", except where tunneling or jacking methods are shown on the plans or permitted by the Engineer.

(2) Shaping and Bedding. Shaping and bedding shall be in accordance with Item 400, "Excavation and Backfill for Structures".

(3) Laying Pipe. Unless otherwise authorized by the Engineer, the laying of pipe on the

bedding shall be started at the outlet end with the spigot or tongue end pointing downstream and shall proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades. Where bell and spigot pipe are used, cross trenches shall be cut in the foundation to allow the barrel of the pipe to rest firmly upon the bedding. These cross trenches shall be not more than two (2) inches larger than the bell ends of the pipe. Proper equipment shall be provided for hoisting and lowering the sections of pipe into the trench without disturbing the bedding and the sides of the trench. The ends of the pipe shall be carefully cleaned before the pipe is placed. As each length of pipe is laid, the mouth of the pipe shall be protected to prevent the entrance of earth or bedding material. The pipe shall be fitted and matched so that when laid in the bed the pipe shall form a smooth, uniform conduit. When elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, the pipe shall be laid in the trench in such position that the markings "Top" or "Bottom", shall not be more than five (5) degrees from the vertical plane through the longitudinal axis of the pipe.

Multiple installations of reinforced concrete pipe shall be laid with the center lines of individual barrels parallel. Unless otherwise shown on the plans, the following clear distances between outer surfaces of adjacent pipes shall be used.

Diameter	18"	24"	30"	36"	42"	48"	54"	60" to 84"
Clear Distance Between Pipes	0'-9"	0'-11"	1'-1"	1'-3"	1'-5"	1'-7"	1'-11"	2'-0"

(4) Jointing.

(a) Joints sealed with portland cement mortar shall be made as follows:

Mortar shall consist of one (1) part cement, two (2) parts sand and sufficient water to make a plastic mix. The pipe ends shall be cleaned and wetted before making the joint. The lower half of the bell or groove and the upper half of the tongue or spigot shall be plastered with mortar. After the pipes are tightly jointed, mortar shall be packed into the joint from both inside and outside the pipe. The inside shall be finished smooth and flush with adjacent joints of pipe. Over the joint outside the pipe, a bead shall be formed at least one (1) inch on either side of the joint and of semicircular cross section for tongue and groove joints, but for bell and spigot joints, the mortar shall form a 45° fillet between the outer edge of the bell and the spigot. Mortar joints shall be cured by keeping the joints wet for at least 48 hours or until the backfill has been completed, whichever comes first. No jointing shall be done when the atmospheric temperature is at or below 40 F. Mortared joints shall be protected against freezing by backfilling or other approved methods for at least 24 hours.

No mortar banding on the outside of pipe will be required for driveway culverts.

At the Contractor's option, and with the approval of the Engineer, pipes which are large enough for a man to enter may be furnished with the groove not less than one-half of an inch and not more than three-fourths of an inch longer than the tongue. Such pipe may be laid and backfilled without mortar joints. Care shall be exercised to avoid displacing the joints during the backfilling operations. After the backfilling has been completed, the space between the end of the tongue and the groove on the interior of the pipe shall be cleaned of all foreign material, thoroughly wetted and filled with mortar around the entire circumference of the pipe and finished flush.

The Contractor shall make available for the use of the Engineer, an appropriate rolling device similar to an automobile mechanic's "Creeper" for conveyance through small size pipe structures.

Mortar joints will be required for irrigation wells, vents and similar vertical structures.

(b) Joints using Cold Applied, Plastic Asphalt Sewer Joint Compound shall be made as follows:

Both ends of the pipes shall be clean and dry. A one-half inch thick layer of the compound shall be troweled or otherwise placed in the groove end of the pipe covering not less than two-thirds of the joint face around the entire circumference. Next, the tongue end of the next pipe shall be shoved home with sufficient pressure to make a tight joint. After the joint is made any excess mastic projecting into the pipe shall be removed. Backfilling of pipe laid with asphalt mastic joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

(c) Joints using Rubber Gaskets shall be made as follows:

Where rubber gasket pipe joints are required by the plans the joint assembly shall be made according to the recommendations of the gasket manufacturer. Water tight joints will be required when using rubber gaskets. Backfilling may begin when approved by the Engineer.

(d) Joints using Cold Applied Preformed Plastic Gaskets shall be made as follows:

Before laying the pipe in the trench, the plastic gasket shall be attached around the tongue or groove near the shoulder or hub of each joint in accordance with the gasket manufacturer's recommendations. The protective wrapper shall be removed and the gasket pressed firmly to the clean, dry surface of the pipe, as recommended by the manufacturer. The joint sealer must be placed in such a manner that no dirt or other deleterious materials will come in contact with the joint sealing material.

After the tongue is correctly aligned with the flare of the groove, the wrapper or wrappers on the gasket shall be removed and the pipe shall be pulled or pushed home with sufficient force to properly seal the joint. Any joint material pushed out into the

interior of the pipe that would tend to obstruct the flow shall be removed. (Pipe shall be pulled home in a straight line with all parts of the pipe on line and grade at all times.) Backfilling of pipe laid with plastic gasket joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

When the atmospheric temperature is below 60 F, plastic joint seal gaskets shall either be stored in an area warmed to above 70 F, or artificially warmed to this temperature in a manner satisfactory to the Engineer. Gaskets shall then be applied to pipe joints immediately prior to placing pipe in trench, followed by connection to previously laid pipe.

(5) Connections and Stub Ends. Connections of concrete pipe to existing pipes, pipe sewers or sewer appurtenances shall be as shown on the plan.

The bottom of existing structures shall be mortared or concreted if necessary to eliminate any drainage pockets created by the connections. Any damage to the existing structure resulting from making the connection shall be repaired by the Contractor, to the satisfaction of the Engineer, at the Contractor's expense.

When concrete pipe is to be joined with existing aluminum pipe, portions of the aluminum pipe that are to be in contact with the concrete pipe, shall be insulated with a coating of bituminous material meeting the requirements of Article 460.7. The coating shall extend to a minimum distance of one (1) foot beyond the area of contact.

Unless otherwise shown in the plans, connections between concrete pipe and corrugated metal pipe shall be made with a suitable concrete collar having minimum thickness of four (4) inches.

Stub ends, for connections to future work not shown on the plans, shall be finished by installing watertight plugs into the free end of the pipe.

(6) Backfilling. After the pipe has been placed, bedded and jointed as specified, filling and/or backfilling shall be done in accordance with the applicable requirements of Item 400, "Excavation and Backfill for Structures". When mortar joints are specified, no fill or backfill shall be placed until the jointing material has been cured for at least six hours. Special precautions shall be taken in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. For all pipe structures where joints consist of materials other than mortar, immediate backfilling will be permitted.

(7) Reuse of Appurtenances. When existing appurtenances are specified on the plans for reuse, the portion to be reused shall be severed from the culvert and moved to the new position previously prepared by hoisting with a crane, rolling, or other approved methods. Connections shall conform to the requirements for joining sections of pipes, as designated herein or as shown on the plans. Any portion of the headwalls or pipe attached to the appurtenance damaged during the moving operations by the Contractor shall be restored to

its original condition at the Contractor's expense. The Contractor may remove and dispose of the existing appurtenances and construct new appurtenances at his expense in accordance with the pertinent specifications and design shown on the plans or as furnished by the Engineer.

(8) Protection of Pipe. Unless otherwise shown on the plans or permitted in writing by the Engineer, no heavy earth moving equipment will be permitted to haul over the structure until a minimum of four (4) feet of permanent or temporary, compacted fill has been placed thereon. Pipe damaged by the Contractor's equipment shall be removed and replaced by the Contractor at the Contractor's expense.

464.4. Measurement. This Item will be measured by the linear foot. Such measurement will be made between the ends of the pipe barrel along the flow line, exclusive of safety end treatments. Safety end treatments shall be measured in accordance with Item 467, "Safety End Treatment". Where spurs or branches, or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels measured as prescribed above.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

464.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pipe" and "Reinforced Concrete Pipe (Sewers)" of the size and D-load or class specified; and "Reinforced Concrete Pipe (Arch)", "Reinforced Concrete Pipe (Elliptical)", "Reinforced Concrete Pipe (Arch) (Sewer)", and "Reinforced Concrete Pipe (Elliptical) (Sewer)" of the design specified.

This price shall be full compensation for furnishing, hauling, placing and joining of pipes; for cutting of skews or slopes, for all connections to new or existing structures; for moving and reusing appurtenances where required; for removing and disposing of portions of existing structures as required; and for all labor, tools, equipment and incidentals necessary to complete the work.

Excavation, bedding and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".

***** END OF SECTION *****

SECTION ITEM 506
TEMPORARY EROSION, SEDIMENTATION, AND
ENVIRONMENTAL CONTROLS

506.1. Description. Install, maintain, and remove erosion, sedimentation, and environmental control devices. Remove accumulated sediment and debris.

506.2. Materials.

A. Rock Filter Dams.

1. Aggregate. Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Provide the following:

- **Types 1, 2, and 4 Rock Filter Dams.** Use 3 to 6 in. aggregate.
- **Type 3 Rock Filter Dams.** Use 4 to 8 in. aggregate.

2. Wire. Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. x 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and minimum 0.0866 in. for binding or tie wire.

3. Sandbag Material. Furnish sandbags meeting Section 506.2.1, "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

B. Temporary Pipe Slope Drains. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved. Furnish concrete in accordance with Item 432, "Riprap."

C. Baled Hay. Provide hay bales weighing at least 50 lb., composed entirely of vegetable matter, measuring 30 in. or longer, and bound with wire, nylon, or polypropylene string.

D. Temporary Paved Flumes. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

E. Construction Exits. Provide materials that meet the details shown on the plans and this Section.

1. Rock Construction Exit. Provide crushed aggregate for long and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft, or flaky materials and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1 and 2- to 4-in. aggregate for Type 3.

2. Timber Construction Exit. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. For short-term exits, provide plywood or pressed wafer board at least 1/2 in. thick.

3. Foundation Course. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

F. Embankment for Erosion Control. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

G. Pipe. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

H. Construction Perimeter Fence.

1. Posts. Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in. or use 2 x 4 boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 x 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2. Fence. Provide orange construction fencing as approved by the Engineer.

3. Fence Wire. Provide 12-1/2 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

4. Flagging. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

5. Staples. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

6. Used Materials. Previously used materials meeting the applicable requirements may be used if accepted by the Engineer.

I. Sandbags. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Sieve Number	Retained (% by Weight)
4	3%
100	80%
200	95%

J. Temporary Sediment Control Fence. Provide a net-reinforced fence using woven geotextile fabric. Logos visible to the traveling public will not be allowed.

1. Fabric. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2. Posts. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans.

Soft wood posts must be at least 3 in. in diameter or nominal 2 x 4 in. Hardwood posts must have a minimum cross-section of 1-1/2 x 1-1/2 in. T- or L-shaped steel posts must have a minimum weight of 1.3 lb. per foot.

3. Net Reinforcement. Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in., at least 24 in. wide, unless otherwise shown on the plans.

4. Staples. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

5. Used Materials. Use recycled material meeting the applicable requirements if accepted by the Engineer.

506.3. Equipment. Provide a backhoe, front end loader, blade, scraper, bulldozer, or other equipment as required when "Earthwork for Erosion Control" is specified on the plans as a bid item.

506.4. Construction.

A. Contractor Responsibilities. Implement the Department's Storm Water Pollution Prevention Plan (SWP3) for the project site in accordance with the specific or general storm water permit requirements. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

B. General.

1. Phasing. Implement control measures in the area to be disturbed before beginning construction, or as directed. Limit the disturbance to the area shown on the plans or as directed. If, in the opinion of the Engineer, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Engineer will limit the disturbed area to that which the Contractor is able to control. Minimize disturbance to vegetation.

2. Maintenance. Immediately correct ineffective control measures. Implement additional controls as directed. Remove excavated material within the time requirements specified in the applicable storm water permit.

3. Stabilization. Stabilize disturbed areas where construction activities will be temporarily stopped in accordance with the applicable storm water permit. Establish a uniform vegetative

cover. The project will not be accepted until a 70% density of existing adjacent undisturbed areas is obtained, unless otherwise shown on the plans. When shown on the plans, the Engineer may accept the project when adequate controls are in place that will control erosion, sedimentation, and water pollution until sufficient vegetative cover can be established.

4. Finished Work. Upon acceptance of vegetative cover, remove and dispose of all temporary control measures, temporary embankments, bridges, matting, falsework, piling, debris, or other obstructions placed during construction that are not a part of the finished work, or as directed.

5. Restricted Activities. Do not locate disposal areas, stockpiles, or haul roads in any wetland, water body, or streambed. Do not install temporary construction crossings in or across any water body without the prior approval of the appropriate resource agency and the Engineer. Restrict construction operations in any water body to the necessary areas as shown on the plans or applicable permit, or as directed. Use temporary bridges, timber mats, or other structurally sound and non-eroding material for stream crossings. Provide protected storage area for paints, chemicals, solvents, and fertilizers at an approved location. Keep paints, chemicals, solvents, and fertilizers off bare ground and provide shelter for stored chemicals.

C. Installation, Maintenance, and Removal Work. Perform work in accordance with the specific or general storm water permit. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been

adequately stabilized as determined by the Engineer. If a device ceases to function as intended, repair or replace the device or portions thereof as necessary. Remove sediment, debris, and litter. When approved, sediments may be disposed of within embankments, or in the right of way in areas where the material will not contribute to further siltation. Dispose of removed material in accordance with federal, state, and local regulations. Remove devices upon approval or when directed. Upon removal, finish-grade and dress the area. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. The Contractor retains ownership of stockpiled material and must remove it from the project when new installations or replacements are no longer required.

1. Rock Filter Dams for Erosion Control. Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option. For Types 1, 2, 3, and 5, place the aggregate to the lines, height, and slopes specified, without undue voids. For Types 2 and 3, place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria, unless otherwise shown on the plans:

a. Type 1 (Non-reinforced).

(1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.

(2) **Top Width.** At least 2 ft.

(3) **Slopes.** At most 2:1.

b. Type 2 (Reinforced).

(1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.

(2) **Top Width.** At least 2 ft.

(3) **Slopes.** At most 2:1.

c. Type 3 (Reinforced).

(1) **Height.** At least 36 in. measured vertically from existing ground to top of filter dam.

(2) **Top Width.** At least 2 ft.

(3) **Slopes.** At most 2:1.

D. Type 4 (Sack Gabions). Unfold sack gabions and smooth out kinks and bends. For vertical filling, connect the sides by lacing in a single loop-double loop pattern on 4- to 5-in. spacing. At one end, pull the end lacing rod until tight, wrap around the end, and twist 4 times. At the filling end, fill with stone, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times. For horizontal filling, place sack flat in a filling trough, fill with stone, and connect sides and secure ends as described above. Lift and place without damaging the gabion. Shape sack gabions to existing contours.

E. Type 5. Provide rock filter dams as shown on the plans.

1. Temporary Pipe Slope Drains. Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe

at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipators or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

2. Baled Hay for Erosion and Sedimentation Control. Install hay bales at locations shown on the plans by embedding in the soil at least 4 in. and, where possible, approximately 1/2 the height of the bale, or as directed. Fill gaps between bales with hay.

3. Temporary Paved Flumes. Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4. Construction Exits. When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. Construct exits for either long or short-term use.

a. Long-Term. Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

(1) Type 1. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

(2) Type 2. Construct using railroad ties and timbers as shown on the plans or as directed.

b. Short-Term.

(1) Type 3. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

(2) Type 4. Construct as shown on the plans or as directed.

6. Earthwork for Erosion Control. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

a. Excavation and Embankment for Erosion Control Features. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed. Where required, create a sediment basin providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

b. Excavation of Sediment and Debris. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

7. Construction Perimeter Fence. Construct, align, and locate fencing as shown on the plans or as directed.

a. Installation of Posts. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

b. Wire Attachment. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

c. Flag Attachment. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

8. Sandbags for Erosion Control. Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

9. Temporary Sediment-Control Fence. Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

a. Installation of Posts. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the run-off source.

b. Fabric Anchoring. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 x 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

c. Fabric and Net Reinforcement Attachment. Unless otherwise shown under the plans, attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

d. Fabric and Net Splices. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced, unless otherwise shown under the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

506.5. Measurement.

A. Rock Filter Dams. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

1. Linear Measurement. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

2. Volume Measurement. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

a. Installation. Measurement will be made in final position.

b. Removal. Measurement will be made at the point of removal.

B. Temporary Pipe Slope Drains. Temporary pipe slope drains will be measured by the foot.

C. Baled Hay. Baled hay will be measured by each bale.

D. Temporary Paved Flumes. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

E. Construction Exits. Construction exits will be measured by the square yard of surface area.

F. Earthwork for Erosion Control.

1. Equipment. Equipment use will be measured by the actual number of hours the equipment is operated.

2. Volume Measurement.

a. In Place.

(1) Excavation. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

(2) Embankment. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

b. In Vehicles. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicles)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

G. Construction Perimeter Fence. Construction perimeter fence will be measured by the foot.

H. Sandbags for Erosion Control. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

I. Temporary Sediment-Control Fence. Temporary sediment-control fence will be measured by the foot.

506.6. Payment. The following will not be paid for directly but are subsidiary to pertinent items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;

- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

The Contractor will be reimbursed in accordance with pertinent Items or Article 9.5, "Force Account," for maintenance, repair, or reinstallation of devices and features when the need for additional control measures cannot be attributed to the above, as determined by the Engineer. Stabilization of disturbed areas will be paid for under pertinent Items. Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

A. Rock Filter Dams. 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 as follows:

1. Installation. Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. Removal. Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals. When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals

B. Temporary Pipe Slope Drains. 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 Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals. Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain. Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under Section 506.5.F, "Earthwork for Erosion and Sediment Control." Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

C. Baled Hay. 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 "Baled Hay." This price is full compensation for furnishing and placing bales, excavating trenches, removal and disposal, equipment, labor, tools, and incidentals. When the Engineer directs that the baled hay installation (or portions thereof) be replaced, payment will be made at the unit price bid for "Baled Hay," which is full compensation for removal and reinstallation of the baled hay.

D. Temporary Paved Flumes. 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 Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals. When the Engineer directs that the paved flume

installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals. Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under Section 506.5.F, "Earthwork for Erosion and Sediment Control."

E. Construction Exits. Contractor-required construction exits from offright of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals. When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals. Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under Section 506.5.F, "Earthwork for Erosion and Sediment Control."

F. Earthwork for Erosion and Sediment Control. 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 "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Earthwork (Erosion and Sediment Control, In Vehicles)," "Dragline Work (Erosion and Sediment Control)," "Backhoe Work (Erosion and Sediment Control)," "Excavator Work (Erosion and Sediment Control)," "Front End Loader Work (Erosion and Sediment Control)," "Blading Work (Erosion and Sediment Control)," "Scraper Work (Erosion and Sediment Control)," or "Bulldozer Work (Erosion and Sediment Control)." This price is full compensation for excavation including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; sandbags; plywood; stage construction for curb inlets involved in curb-inlet sediment traps; and equipment, labor; tools, and incidentals. Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans. Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

G. Construction Perimeter Fence. 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 Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals. Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

H. Sandbags for Erosion Control. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals. Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

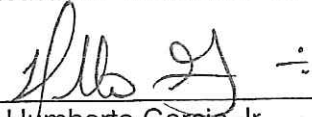
I. Temporary Sediment-Control Fence. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Sediment-Control Fence." This price is full compensation for furnishing and placing the fence; trenching, fence posts, fabric and backfill; removal and disposal; and equipment, labor, tools, and incidentals. Removal of temporary sediment-control fence will not be paid for directly but is subsidiary to the installation Item. 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," which is full compensation for the removal and reinstallation of the temporary sediment-control fence.

**** END OF SECTION ****

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: Humberto Garcia Jr.
Title: Member
Telephone Number: (956) 424-3414
Date: October 15, 2014

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) 2GS, LLC	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ S <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.) P.O. BOX 595	Requester's name and address (optional)
City, state, and ZIP code PENITAS, TEXAS 78576	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								
4	5	-	4	3	3	8	9	1

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 ▶ **November 06, 2014**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

- Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:
- An individual who is a U.S. citizen or U.S. resident alien,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
 - An estate (other than a foreign estate), or
 - A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, 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: 2GS, LLC	Telephone No. (956) 424-3414
dba Name:	
Legal Name: 2GS, LLC	
Mailing Address : P.O. Box 595	Fax No. (956) 683-6149
Physical Address: 1307 W. Expressway 83, Suite	
City, State, Zip Peñitas, Texas 78576	Tax I.D. No. 45-4338911
Remit to Address : P.O. Box 595	City, State, Zip Peñitas, Texas 78576
E-Mail Address: bgarcia@2gsllc.com	
Representative(s) Name(s) & Title(s) Pedro Saenz, Member ; Humberto Garcia Jr., Member	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify	
State Identification No. 45-4338911 (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.	
State of Incorporation: <u>Texas</u> Date: <u>1/20/2012</u> Other:	
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input checked="" type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: Pedro Saenz, Member ; Humberto Garcia Jr., Member	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: <input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Less than 499,000 annual gross receipt <input checked="" type="checkbox"/> More than 500,000 annual gross receipt	
Disadvantaged Business (At Least 51% Ownership) <input type="checkbox"/> Black American <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Women <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other	
Have you been certified as a HUB or an MBE/WBE source?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate Certification No.(s): <u>1454338911900</u> or are Certificate(s) attached?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?: <u>Paving and Underground Utility Infrastructure improvements</u>	
Would you like to be provided with specifications for procurements of such products?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 Texas Comptroller of Public Accounts

Indicate Certification No(s): 1454338911900 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: Active
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: _____

S U S A N	TEXAS COMPTROLLER <i>of</i> PUBLIC ACCOUNTS



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmbh/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.* As part of the HUB Program's monitoring efforts, you will be sent a HUB Certification Eligibility Affidavit in approximately 24 months. Failure to complete and submit the HUB Certification Eligibility Affidavit, and/or failure to notify us of changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1454338911900
File/Vendor Number:	477300
Approval Date:	22-OCT-2012
Scheduled Expiration Date:	22-OCT-2016

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

2GS, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 26-OCT-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbh/cmbhhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.

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. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2GS, LLC

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

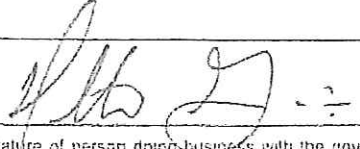
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

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

4 
Signature of person doing business with the governmental entity

07/21/14
Date


Humberto Garcia JR.

**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 6th day of November, 20 14.


_____, 295, LLC
Contractor

**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 statutes of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statutes 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 _____ day of _____, 20_____.

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.

**Prevailing Wage Rates
Certification Statement**

Date Nov. 6, 2014

Project Name Hidalgo County Pct. No.1 - Sioux Road
Paving and Drainage Improvements


CSJ# _____

Contractor 2GS, LLC

Application# _____

I, Humberto Garcia Jr. 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 _____

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. PROJECT OR CONTRACT NO.

FOR WEEK ENDING

PROJECT AND LOCATION

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WEEKS EMPLOYED	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				NET AMOUNT PAID FOR WEEK		
			HOURS WORKED EACH DAY										FICA	WITH-HOLDING TAX	OTHER	TOTAL DEDUCTIONS			

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.

(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 1011 OF TITLE 31 OF THE UNITED STATES CODE

Date

(Name of Signatory Party)

(Title)

no hereby state

(1) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor)

on the

(Building or Work)

that during the payroll period commencing on the

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

(Contractor or Subcontractor)

from the full

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 3129 CFR Subtitle A, issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 946, 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

General Decision Number: TX140008 01/03/2014 TX8

Superseded General Decision Number: TX20130008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 12.46	
FORM BUILDER/FORM SETTER		
(Structures).....	\$ 12.30	
FORM SETTER (Paving & Curb).....	\$ 12.16	
LABORER		
Asphalt Raker.....	\$ 10.61	
Flagger.....	\$ 9.10	
Laborer, Common.....	\$ 9.86	
Laborer, Utility.....	\$ 11.53	
Pipelayer.....	\$ 11.87	
Work Zone Barricade		
Servicer.....	\$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 13.48	
Asphalt Paving Machine.....	\$ 12.25	
Broom or Sweeper.....	\$ 10.33	
Crane, Lattice Boom 80		
Tons or Less.....	\$ 14.39	
Crawler Tractor.....	\$ 16.63	
Excavator, 50,000 lbs or		
less.....	\$ 12.56	
Excavator, over 50,000 lbs..	\$ 15.23	
Foundation Drill, Truck		
Mounted.....	\$ 16.86	
Front End Loader Operator,		
Over 3 CY.....	\$ 13.69	
Front End Loader, 3 CY or		
less.....	\$ 13.49	
Loader/Backhoe.....	\$ 12.77	
Mechanic.....	\$ 15.47	
Milling Machine.....	\$ 14.64	
Motor Grader Operator,		

Rough.....\$ 14.62
 Motor Grader, Fine Grade....\$ 16.52
 Scraper.....\$ 11.07

Servicer.....\$ 12.34

Steel Worker (Reinforcing).....\$ 14.07

TRUCK DRIVER

Lowboy-Float.....\$ 13.63
 Single Axle.....\$ 10.82
 Single or Tandem Axle Dump..\$ 14.53
 Tandem Axle Tractor with
 Semi Trailer.....\$ 12.12

WELDER.....\$ 14.02

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

=====
 Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

 The body of each wage determination lists the classification
 and wage rates that have been found to be prevailing for the
 cited type(s) of construction in the area covered by the wage
 determination. The classifications are listed in alphabetical
 order of "identifiers" that indicate whether the particular
 rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
 characters other than "SU" denotes that the union
 classification and rate have found to be prevailing for that
 classification. Example: PLUM0198-005 07/01/2011. The first
 four letters , PLUM, indicate the international union and the
 four-digit number, 0198, that follows indicates the local union
 number or district council number where applicable , i.e.,
 Plumbers Local 0198. The next number, 005 in the example, is
 an internal number used in processing the wage determination.
 The date, 07/01/2011, following these characters is the
 effective date of the most current negotiated rate/collective
 bargaining agreement which would be July 1, 2011 in the above
 example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the 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.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR
PROJECT NO. COUNTY DATE WORK BEGAN
TIME COMPUTED FROM DATE WORK COMPLETED

Table with columns: MONTH, DATE OR DAYS, WORKING DAYS CHARGED, DAYS CREDITED AND REASONS THEREFORE. Includes a TOTALS row at the bottom.

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...

CHANGE ORDER NUMBER ONE(1) **SAMPLE**

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER:
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

You are 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		Original Contract Time for	
\$	0.00	Substantial Completion:	0
			calendar days or dates
Net Changes from previous Change Order		Net Change from previous Change Orders	
\$	0.00		0
			calendar days
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$	0.00	Substantial Completion:	0
			calendar days or dates
Net Increase(decrease) of this Change Order		Net Increase(decrease) of this Change Order	
\$	0.00		0
			calendar days
Contract Price with all approved Change Orders	Net % increase(decrease) from original contract price. #DIV/OI %	Contract Time with all approved Change Orders	
\$	0.00	Substantial Completion:	0
			calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)

APPROVED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Exhibit E-B

SAMPLE --APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
 From: _____ (CONTRACTOR)
 Contract: _____
 Project: _____
 Owner's Contract No. _____ Engineer's Project No. _____
 For Work accomplished through the date of: _____

-
1. Original Contract Price: _____
 2. Net change by Change Order and Written Agreements(+or-): _____
 3. Current Contract Price (1 plus 2): _____
 4. Total completed and stored to date: _____
 5. Retainage (per Agreement): _____
 10% of completed Work: _____
 _____ of stored material _____
 Total Retainage: _____
 6. Total completed and stored to date less retainage (4 minus 5) _____
 7. Less previous Application for Payments: _____
 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7) _____

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

DRAFT

Date _____

State of _____
 County of _____
 Subscribed and sworn to before me this _____
 day of _____

 CONTRACTOR

By: _____

 Notary Public
 My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

 ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet

Date: _____

Contractor: _____
 Contract Price: _____
 Work Done this Mo.: _____ #DIV/0!
 % Complete: _____

Date Began: ?
 Contract Time: 120
 Time Charged: 90
 % Time Used: 75.00%

Work Type: Paving & Drainage
 Limits: _____
 From: _____
 To: _____

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH		
						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	\$0.00	0	0	\$0.00
110	BACKFILL (TY A)	Sta.	1,000	\$600.00	\$600.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	78,000	\$28.00	\$2,184.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	\$2.00	\$2,072.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	\$6,000.00	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7,800	\$3,000.00	\$23,400.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
310	LME TRT FOR BS CRS (NEWEXT BS)(DC)(6")	SY	1277.800	\$6.00	\$7,666.80	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
310	ASPH MATRL (MC-30)	GAL	246.7	\$6.00	\$1,480.20	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
500	MOBILIZATION	LS	1,000	\$3,000.00	\$3,000.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1,000	\$1,000.00	\$1,000.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600,000	\$7.50	\$4,500.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
644	SMALL RDSG SGN ASSM (TY A)	EA	2,000	\$300.00	\$600.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
644	SMALL RDSG SGN ASSM (TY F)	EA	2,000	\$500.00	\$1,000.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
658	DEL ASM TY A (D-SY)	EA	4,000	\$100.00	\$400.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
666	REFL PAV MKR TY I (Y)(SLD)(4")	LF	400,000	\$0.20	\$80,000.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
666	REFL PAV MKR TY I (Y)(BRK)(4")	LF	140,000	\$0.25	\$35,000.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
672	RAIS PAV MKR CL B (REFL)(TY II-A-A)	EA	24,000	\$3.50	\$84,000.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
3146	HOT MIX (TY D)	TON	105.5	\$34.00	\$3,587.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
5249	TEMP SEDMT CONT FENCE	LF	70,000	\$3.00	\$210,000.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
(906) DRAINAGE														
464	RC PIPE (CL III)(18")	LF	2,000	\$25.00	\$50,000.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
464	RC PIPE (CL III)(24")	LF	1,200	\$30.00	\$36,000.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
465	INLET (COMPL)(TY A)	EA	2,000	\$2,000.00	\$4,000.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
465	INLET (COMPL)(TY C)	EA	2,000	\$500.00	\$1,000.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
465	MANH (COMPL)(TYM)	EA	1,000	\$2,000.00	\$2,000.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
465	INLET EXT.	EA	2,000	\$700.00	\$1,400.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4,000	\$550.00	\$2,200.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1,000	\$650.00	\$650.00	0	0	\$0.00	0	0	\$0.00	0	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: _____

LEVARO

Printed Name:

SAMPLE

Contractor Name _____
 Starting Date _____
 Project Ending Date _____
 Retainage Percent _____

Application No.: _____
 Application Date: _____
 Period To: _____
 Engineer Firm: _____

Summary											
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

DRAFT

(Company Letterhead)

(Date)

County of Hidalgo
Attn.: Mr. Raul E. Sesein, P.E.
1304 S. 25th St.
Edinburg, TX 78539

RE: Hidalgo County Precinct No. 2
Gearhart Drive Paving & Drainage Improvements
Contract No.: C-14-032-xx-xxx

Mr. Sesein:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Hidalgo County Pipe 2605 US Exp. 281 Edinburg, TX 78542 (956)318-2840

If you have any questions, please call me at (956) 607-0741

Best regards,

(name), Manger

**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

_____ 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:	\$ -	\$ -	\$ -	\$ -

Contractor Name _____
 Starting Date _____
 Project Ending Date _____
 Engineers / County Project Description _____

Application No.: _____
 Application Date: _____
 Period To: _____
 Engineers / County Project No.: _____

No.	Item Code	Description	Unit	Original Schedule Value		Revised Rates	Value		First Month		Second Month		Third Month		Balance To Finish		
				Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Monthly Quan	QTY to Date	Monthly Quan	QTY to Date	Item Cost (Monthly)	Item Cost (Monthly)	Item Cost (Monthly)
(905) ROADWAY																	
1	100	Preparation of Right-of-Way	Sta	0.0	-	\$ -	0.0	-	0	0	0	0	0	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	S.Y.	0.0	-	\$ -	0.0	-	0	0	0	0	0	-	-	0.0	0.0
3	247	6" FL BS(Comp'l in Plac)	S.Y.	0.0	-	\$ -	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	0.0
5	340	Asph. Conc. Ty D	S.Y.	0.0	-	\$ -	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	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	0.0	-	\$ -	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	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	0.0	-	\$ -	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	0.0
Total Roadway																	
(905) DRAINAGE																	
11	530	Drwwys (Asph Conc Pav) (PRB)	S.Y.	0.0	-	\$ -	0.0	-	0	0	0	0	0	-	-	0.0	0.0
12	247	Drwwys Flexible Base	S.Y.	0.0	-	\$ -	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	0.0
14	556	18" RCP Storm Drain	L.F.	0.0	-	\$ -	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	0.0
16	465	Concrete Manhole	Ea.	0.0	-	\$ -	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	0.0
18		Ty "A" Inlets	Ea.	0.0	-	\$ -	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	0.0
20		6.0" Valley Gutter	L.F.	0.0	-	\$ -	0.0	-	0	0	0	0	0	-	-	0.0	0.0
Total Drainage																	
TOTAL BASE AMOUNTS:																	

Print Name _____ Date _____

Signature _____

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF _____

The undersigned contracted with _____
to furnish _____
in connection with certain improvements to real property located in _____
County, Texas, and owned by _____
Which improvements are described as follows:

In consideration of Pay Estimate No _____ in the amount of _____
DOLLAR(\$ _____) and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real
property on account of any labor performed or materials furnished or to be furnished or labor
performed and materials furnished by the undersigned pursuant to the above-mentioned contract
or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the
erection and construction of such improvements on the Property have been fully paid and
satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for
material or labor against said Property arising out of any bills for material or labor in connection
with the erection or construction of said improvements thereon, Undersigned will obtain a
settlement of such lien or liens and a proper release thereof shall be obtained.

SUPPLIER

BY: _____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the _____ day of _____, 20__ to
certify which witness my hand and seal of office.

My Commission Expires: _____
NOTARY PUBLIC in and for the State of Texas

**CONTRACTOR'S AFFIDAVIT OF
PAYMENTS OF DEBTS AND CLAIMS**

PROJECT:
OWNER:
CONTRACTOR:
ENGINEER:

PROJECT NO.

The Contractor 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 otherwise 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:

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: _____

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' - 0" X 8' - 0"

Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association or Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Precinct Logo

Your Tax Dollars at Work

Hidalgo County Pct. 2

Hector "Tito" Palacios, Commissioner

Sioux Road

Paving and Drainage Improvements

(from Tower Road to Val Verde Road)

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: _____

Project Engineer: Raul E. Sesin, P.E.

AI-47422

Purchasing Department 15. D. 1.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Comm. H Palacios,
HC-Pct. 2

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of correction to caption on AI#47272 approved on November 10, 2014, for the amount of Requisition#266657 to reflect \$47,565.11 instead of \$42,196.59 to include labor to install fencing at the Precinct 2 Equipment & Maintenance Facility.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1342-431-00-122-053-0-739

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

As of 11/14/2014 the amount available is: \$149,982.18

Form Review

Inbox	Reviewed By	Date
Erika Zamora		11/14/2014 04:05 PM
Purchasing Department	Marty Salazar	11/14/2014 04:14 PM
Budget & Management	Veronica Ortiz	11/14/2014 04:45 PM
Auditor's Office	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Erika Zamora		Started On: 11/14/2014 10:52 AM
	Final Approval Date: 11/14/2014	

AI-47423

Purchasing Department 15. D. 2.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Comm. H Palacios,
HC-Pct. 2

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Ratification of fully executed of Change Order No. 2 to increase Twenty (20) Days in connection with the "Hidalgo Co. Pct 2 Equipment Maintenance Facility" from contracted vendor, Holchemont, Ltd., and as recommended by project architect, ERO Architects;

B. Ratification of fully executed of Change Order No. 3-R increase of \$9,795.25 and Seventy-four (74) Days in connection with the "Hidalgo Co. Pct 2 Equipment Maintenance Facility" from contracted vendor, Holchemont, Ltd., and as recommended by project architect, ERO Architects;

C. Ratification of fully executed Authorization No. 3 (Construction Change Directive) in the amount of \$87,774.28 (Allowances) in connection with the "Hidalgo Co. Pct 2 Equipment Maintenance Facility" from contracted vendor, Holchemont, Ltd., and as recommended by project architect, ERO Architects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1342-431-00-122-053-0-739

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO#704305

Attachments

Change Order No. 2

Change Order No. 3

Change Directive 3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/14/2014 02:16 PM
Budget & Management	Veronica Ortiz	11/14/2014 02:19 PM
Sylvia Solis	Veronica Ortiz	11/14/2014 02:58 PM
Auditor's Office	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Rocio Villarreal		Started On: 11/14/2014 11:12 AM
	Final Approval Date: 11/14/2014	



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Hidalgo County Precinct 2 Equipment & Vehicle Maintenance Facility	CHANGE ORDER NUMBER: 002 DATE: September 1, 2014	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Holchemont, Ltd. 900 N. Main St. McAllen, Texas 78501	ARCHITECT'S PROJECT NUMBER: 13012 CONTRACT DATE: December 20, 2013 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Change Order issued for added Inclement Weather days as indicated below:

- June 24, 25, 26, 2014
- July 4, 5, 7, 10, 11, 12, 2014
- August 11, 28, 29, 2014
- September 3, 12, 13, 14, 15, 16, 17, 18, 2014

TOTAL INCLEMENT WEATHER DELAYS: 20

The original Contract Sum was	\$ 1,585,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,585,000.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 1,585,000.00

The Contract Time will be increased by Twenty (20) days.
The date of Substantial Completion as of the date of this Change Order therefore is September 28, 2014

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>ERO Architects, LLP</u> ARCHITECT (Firm name)	<u>Holchemont, Ltd.</u> CONTRACTOR (Firm name)	<u>County of Hidalgo - Precinct 2</u> OWNER (Firm name)
<u>300 S. 8th Street</u> <u>McAllen, Texas 78501</u> ADDRESS	<u>900 N. Main Street</u> <u>McAllen, Texas 78501</u> ADDRESS	<u>1051 N. Doolittle Rd.</u> <u>Edinburg, Texas 78542</u> ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>Eli R. Ochoa, P.E., AIA</u> (Typed name)	<u>Michael Montalvo, Manager</u> (Typed name)	<u>Kalle Ochoa</u> (Typed name)
<u>September 1, 2014</u> DATE	<u>September 1, 2014</u> DATE	<u>09/01/2014</u> DATE

HOLCHEMONT, LTD.

900 NORTH MAIN ST.

MCALLEN, TX 78501-4327

July 1, 2014

ERO Architects, Inc.
Attn: Mr. David Iglesias
300 S. 8th St.
McAllen, TX 78501

RE: Additional Days/Payment Application No. 5

Mr. Iglesias:

Request for additional days are as follows:

June 24, 2014 rain
June 25, 2014 rain/wet
June 26, 2014 wet from previous weather

Delays associated with weather have set us back approximately three (3) days.

Please add 3 days to our contract.

Respectfully,



Lori A. Palmer

Cc: File
County of Hidalgo

JUNE WEATHER HISTORY

DATE	HIGH	LOW	RAIN	OTHER
Sunday, 06/01/14	95	74	0	
Monday, 06/02/14	96	72	0	
Tuesday, 06/03/14	95	76	0	
Wednesday, 06/04/14	96	75	0	
Thursday, 06/05/14	96	75	0	
Friday, 06/06/14	94	75	0	
Saturday, 06/07/14	96	76	0	
Sunday, 06/08/14	95	77	0.01	
Monday, 06/09/14	96	77	0	
Tuesday, 06/10/14	101	78	0	
Wednesday, 06/11/14	100	77	0	
Thursday, 06/12/14	101	79	0	
Friday, 06/13/14	99	79	0	
Saturday, 06/14/14	99	76	0	
Sunday, 06/15/14	98	77	0	
Monday, 06/16/14	98	79	0	
Tuesday, 06/17/14	99	80	0	
Wednesday, 06/18/14	98	80	0	
Thursday, 06/19/14	98	78	0	
Friday, 06/20/14	98	78	0	
Saturday, 06/21/14	98	77	0	
Sunday, 06/22/14	96	78	0	
Monday, 06/23/14	95	81	0	
Tuesday, 06/24/14	94	76	0.16	
Wednesday, 06/25/14	92	72	0.08	
Thursday, 06/26/14	93	74	0.05	
Friday, 06/27/14	97	78	0	
Saturday, 06/28/14	102	80	0	
Sunday, 06/29/14	99	80	0	
Monday, 06/30/14	98	78	0	

HOLCHEMONT, LTD.

900 NORTH MAIN ST.

MCALLEN, TX 78501-4327

July 31, 2014

ERO Architects, Inc.
Attn: Mr. David Iglesias
300 S. 8th St.
McAllen, TX 78501

RE: Additional Days/Payment Application No. 6

Mr. Iglesias:

Request for additional days are as follows:

July 4, 2014 rain
July 5, 2014 rain/wet
July 7, wet from previous weather
July 10, 2014 rain
July 11, 2014 wet from previous weather
July 12, 2014 wet from previous weather

Delays associated with weather have set us back approximately six (6) days.

Please add 6 days to our contract.

Respectfully,

Lori A. Palmer

Cc: File
County of Hidalgo

JULY WEATHER HISTORY

DATE	HIGH	LOW	RAIN	OTHER
Tuesday, 07/01/14	97	76	0	
Wednesday, 07/02/14	100	75	0	
Thursday, 07/03/14	99	74	0	
Friday, 07/04/14	95	74	0.04	
Saturday, 07/05/14	93	75	0.28	
Sunday, 07/06/14	97	74	0	
Monday, 07/07/14	97	74	0	
Tuesday, 07/08/14	96	76	0	
Wednesday, 07/09/14	94	75	R	
Thursday, 07/10/14	82	72	0.28	
Friday, 07/11/14	94	75	0	
Saturday, 07/12/14	96	75	R	
Sunday, 07/13/14	99	73	0	
Monday, 07/14/14	100	74	0	
Tuesday, 07/15/14	101	77	0	
Wednesday, 07/16/14	101	77	0	
Thursday, 07/17/14	99	79	0	
Friday, 07/18/14	96	79	R	
Saturday, 07/19/14	101	80	R	
Sunday, 07/20/14	101	80	0	
Monday, 07/21/14	100	80	0	
Tuesday, 07/22/14	102	80	0	
Wednesday, 07/23/14	102	79	0	
Thursday, 07/24/14	103	78	0	
Friday, 07/25/14	82	79	0	
Saturday, 07/26/14	99	79	0	
Sunday, 07/27/14				
Monday, 07/28/14				
Tuesday, 07/29/14				
Wednesday, 07/30/14				
Thursday, 07/31/14				

R: No record available

HOLCHEMONT, LTD.

900 NORTH MAIN ST.

MCALLEN, TX 78501-4327

August 31, 2014

ERO Architects, Inc.
Attn: Mr. David Iglesias
300 S. 8th St.
McAllen, TX 78501

RE: Additional Days/Payment Application No. 7

Mr. Iglesias:

Request for additional days are as follows:

August 11, rain/wet from weekend rain
August 28, rain
August 29, rain

Delays associated with weather have set us back approximately three (3) days.

Please add 3 days to our contract.

Furthermore, we are calculating additional days for delays not associated with weather. That request will follow in separate correspondence.

Respectfully,

Lori A. Palmer

Cc: File
County of Hidalgo

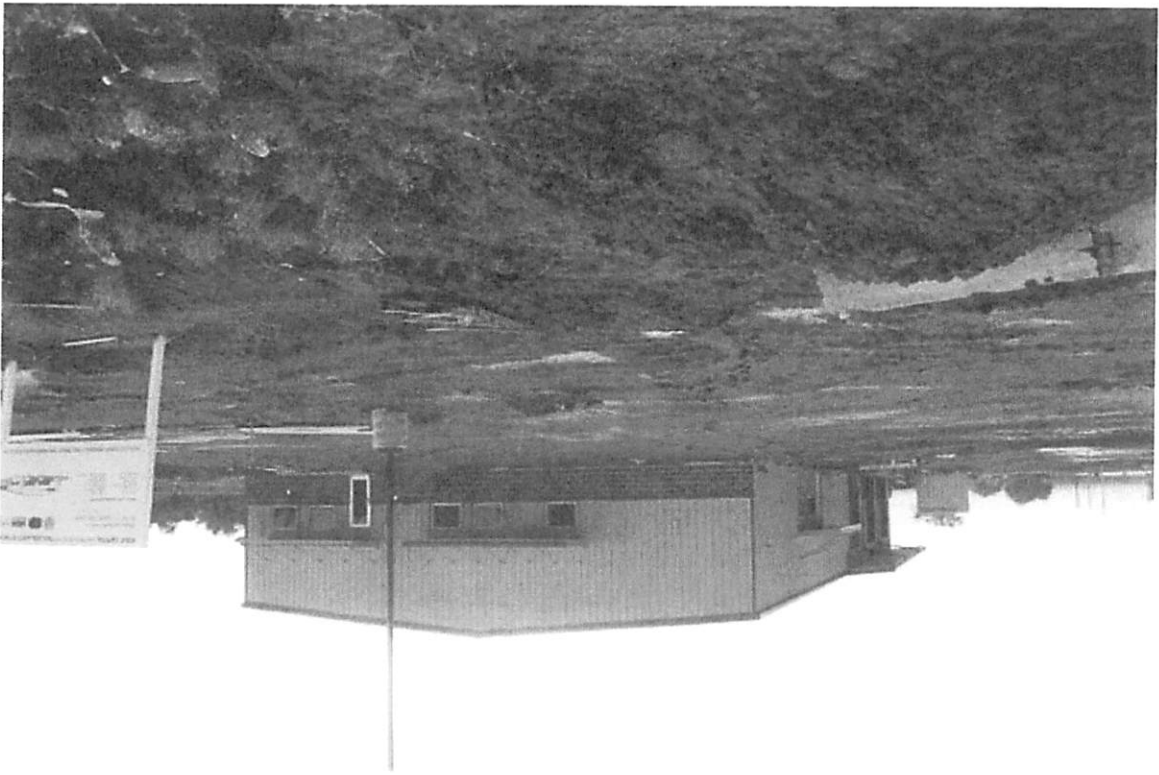
AUGUST WEATHER HISTORY

DATE	HIGH	LOW	RAIN	OTHER
Friday, 08/01/14	102	80	0	
Saturday, 08/02/14	100	81	0	
Sunday, 08/03/14	100	79	0	
Monday, 08/04/14	101	76	0	
Tuesday, 08/05/14	102	77	0	
Wednesday, 08/06/14	104	79	0	
Thursday, 08/07/14	104	80	0	
Friday, 08/08/14	98	79	0	
Saturday, 08/09/14	93	73	0.94	
Sunday, 08/10/14	101	77	0	
Monday, 08/11/14	100	78	0.15	- 1 ←
Tuesday, 08/12/14	102	77	0	-
Wednesday, 08/13/14	100	78	0.02	
Thursday, 08/14/14	100	77	0	
Friday, 08/15/14	103	79	0	
Saturday, 08/16/14	104	80	0	
Sunday, 08/17/14	101	80	0	
Monday, 08/18/14	100	80	0	
Tuesday, 08/19/14	99	78	0	
Wednesday, 08/20/14	100	78	0	
Thursday, 08/21/14	101	80	0	
Friday, 08/22/14	101	77	0	
Saturday, 08/23/14	101	78	0	
Sunday, 08/24/14	102	78	0	
Monday, 08/25/14	102	77	0	
Tuesday, 08/26/14	102	77	0	
Wednesday, 08/27/14	102	78	0	
Thursday, 08/28/14	98	80	NR	✓
✓ Friday, 08/29/14	97	74	1.53	✓ 1 ←
Saturday, 08/30/14	94	76	0.44	
Sunday, 08/31/14	95	78	0	

NR: No record available



AUGUST 28, 2014



AUGUST 29, 2014

HOLCHEMONT, LTD.

900 NORTH MAIN ST.

MCALLEN, TX 78501-4327

September 29, 2014

ERO Architects, Inc.
Attn: Mr. David Iglesias
300 S. 8th St.
McAllen, TX 78501

RE: Additional Days/Payment Application No. 8

Mr. Iglesias:

Request for additional days are as follows:


September , 3 rain
September 12 rain
September 13 rain
September 14 rain/wet
September 15 wet from previous weather-jobsite inaccessible
September 16 rain
September 17 rain/wet
September 18 rain/wet

Delays associated with weather have set us back approximately eight (8) days.

Furthermore, we are calculating additional days for delays not associated with weather. That request will follow in future correspondence.

Please add 8 days to our contract.

Respectfully,



Lori A. Palmer

Cc: File
County of Hidalgo

SEPTEMBER WEATHER HISTORY

DATE HIGH LOW RAIN OTHER

Monday, 09/01/14	97	78	0	
Tuesday, 09/02/14	95	79	0.04	
Wednesday, 09/03/14	82	74	1.28	
Thursday, 09/04/14	92	75	NR	
Friday, 09/05/14	92	77	0.01	
Saturday, 09/06/14	93	77	0.05	
Sunday, 09/07/14	93	75	0	
Monday, 09/08/14	95	76	0	
Tuesday, 09/09/14	95	75	0	
Wednesday, 09/10/14	96	77	0	
Thursday, 09/11/14	96	77	0	
Friday, 09/12/14	90	75	1.21	
Saturday, 09/13/14	79	71	3.12	
Sunday, 09/14/14	83	71	0.51	
Monday, 09/15/14	87	71	0.1	site inaccessible; too wet
Tuesday, 09/16/14				
Wednesday, 09/17/14				
Thursday, 09/18/14				
Friday, 09/19/14				
Saturday, 09/20/14				
Sunday, 09/21/14				
Monday, 09/22/14				
Tuesday, 09/23/14				
Wednesday, 09/24/14				
Thursday, 09/25/14				
Friday, 09/26/14				
Saturday, 09/27/14				
Sunday, 09/28/14				
Monday, 09/29/14				
Tuesday, 09/30/14				

NR: No record available



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Hidalgo County Precinct 2 Equipment & Vehicle Maintenance Facility	CHANGE ORDER NUMBER: 003-R DATE: September 15, 2014	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Holchemont, Ltd. 900 N. Main St. McAllen, Texas 78501	ARCHITECT'S PROJECT NUMBER: 13012 CONTRACT DATE: December 20, 2013 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Change Order issued for added days and Proposal Overage as indicated below:

- Change Request 12: Re-Issued Work Change Request 001. Add 14 days
- Change Request 13: Oil & Lube Equipment. Add 50 days
- Change Request 15: HVAC Testing, Adjusting & Balancing. Add 10 days.

TOTAL DELAYS: 74

Nine Thousand Seven Hundred Ninty Five Dollars and Twenty-Five Cents (\$9,795.25) in Proposal Overage as indicated in Allowance Expenditure Authorization 03.

Total: \$9,795.25

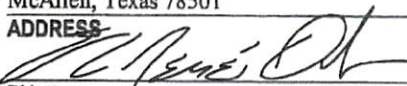
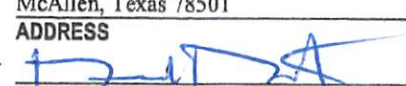
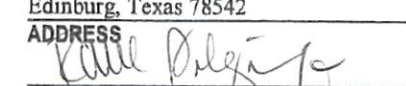
The original Contract Sum was	\$	1,585,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,585,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	9,795.25
The new Contract Sum including this Change Order will be	\$	1,594,795.25

The Contract Time will be increased by Sixty-Four (74) days.

The date of Substantial Completion as of the date of this Change Order therefore is December 11, 2014

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>ERO Architects, LLP</u> ARCHITECT (Firm name)	<u>Holchemont, Ltd.</u> CONTRACTOR (Firm name)	<u>County of Hidalgo - Precinct 2</u> OWNER (Firm name)
<u>300 S. 8th Street</u> <u>McAllen, Texas 78501</u> ADDRESS	<u>900 N. Main Street</u> <u>McAllen, Texas 78501</u> ADDRESS	<u>1051 N. Doolittle Rd.</u> <u>Edinburg, Texas 78542</u> ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>Eli R. Ochoa, P.E., AIA</u> (Typed name)	<u>Michael Montalvo, Manager</u> (Typed name)	<u>RAUL SILVEIRO JR</u> (Typed name)
<u>September 15, 2014</u> DATE	<u>9-15-14</u> DATE	<u>9-15-14</u> DATE

HOLCHEMONT, LTD.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: David Iglesias
ERO International
300 S 8th St.
McAllen, TX 78501
Ph: (956)661-0400 Fax: (956)661-0401

Number: 12
Date: 09/15/14
Job: 1401-EMF-01 Equip Maintenance Facility
Phone:

Description: Re-Issued Work Change Request 001 ; Originally dated July 30, 2014

We are pleased to offer the following specifications and pricing to make the following changes:

Additional work per Work Changes Proposal Request 001

Electrical: \$8,970.00

OH Door \$1,150.00

Painting \$1,725.00

- 1 Model HBE-5011 Electric by MICANAN, 1/2 HP, 115 Volt, AU Chair Hoist Operation, Open, Close, Stop push button

Extended General Conditions and Overhead: \$6,612.50

The total amount to provide this work is \$18,457.50

Please note that Holchemont, Ltd. will require an extra 14 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.



Approved by: _____
Date: _____

Cc:

Holchemont, Ltd.

900 N. Main St.
McAllen, TX 78501
Ph : (956) 688-2901

Change Request

To: David Iglesias
ERO International
300 S 8th St.
McAllen, TX 78501
Ph: (956)681-0400 Fax: (956)661-0401

Number: 13
Date: 09/15/14
Job: 1401-EMF-01 Equip Maintenance Facility
Phone:

Description: Oil & Lube Equipment

We are pleased to offer the following specifications and pricing to make the following changes:

Oil and Lub Equipment PSI \$51,688.41

Extended General Conditions & Overhead : \$18,146.78

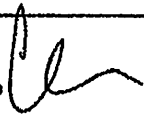
Additional Days are based on PSI. If approved and Ordered by November 4, 2014, Mr. Saenz is optimistic that he will complete installation by December 11, 2014.

*** If Substantial Completion is accepted on or before November 7, 2014; deduct \$1,500.00

The total amount to provide this work is \$69,835.19

Please note that Holchemont, Ltd. will require an extra 50 days.

If you have any questions, please contact me at (956)688-2901.

Submitted by: Michael C. Montaivo 
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:



"QUOTATION"

PSI Automotive Division
 3702 S. Expsrwy 281, Edinburg TX 78542
 (956)686-9582
 Fax: (956) 686-0070
 www.petroleumsolutionsinc.com

SERVICE & EQUIPMENT QUOTE

Submitted to: Hidalgo County Pct2
 Equipment and Maintenance Facility
 Pharr Texas

Payment Terms:		25%65%10% on work/job completion		
QTY.	MODEL		PRICE EACH	AMOUNT
		LUBRICATION EQPMT, WASTE OIL , WASTE COOLANT , GREASE,AIR OIL,WATER REELS & UL142 DOUBLE WALL TANKS.		
1	P-DEE	500LTDW 500gal used oil tank double wall UL142	2,282.40	2,282.40
2	P-DEE	275OBDW 275gal new lube oil tanks double wall UL142	1,343.70	2,687.40
1	freight	from PD	2,160.90	2,160.90
1	Graco	24E166 Waste oil pump kit.	1,113.75	1,113.75
4	Graco	HSM65B Med press lube oil reels	562.50	2,250.00
4	Graco	HSL65B Low press air/water reels	546.00	2,184.00
2	Graco	256-216 lube oil dispense handle (pre-set)	447.75	895.50
1	Graco	225-728 120lb gear lube pump	1,275.00	1,275.00
1	Graco	223-108 120lb Hi- press chassis pump kit	3,120.00	3,120.00
2	Graco	109075 air press reg	59.25	118.50
4	Graco	204741 Reel mnt bracket	36.75	147.00
2	Graco	24a222 Reel mnt channel (4reels)	142.87	285.74
2	Graco	225853 lube oil pump Fireball 425	2,407.50	4,815.00
2	Graco	238596 suction tube kits	168.37	336.74
4	Graco	108458 med press shut off valves	47.62	190.48
2	Graco	240429 Fireball 425 thermal press relief valve	156.75	313.50
2	Graco	203688 Low oil level cut-off valve	120.75	241.50
CON'T ON PAGE 2				
FREIGHT				
INSTALLATION				
SALES TAX			8.25%	
TOTAL INVESTMENT				

Sales Representative: RAYMOND SAENZ AUTOMOTIVE EQPMT SALES MGR.
 Cell: 956 499 7237 rsaenz@petroleumsolutionsinc.com
 Above Accepted by: _____



"QUOTATION"

PSI Automotive Division

3702 S. Exprswy 281, Edinburg TX 78542

(956)686-9582

Fax: (956) 686-0070

www.petroleumsolutionsinc.com

SERVICE & EQUIPMENT QUOTE

Page 2

Submitted to: Hidalgo County Pct2
 Equipment and Maintenance Facility
 Pharr Texas

Payment Terms: 25%65%10% on work/job completion			PRICE EACH	AMOUNT
QTY.	MODEL			
		LUBRICATION EQPMT, WASTE OIL , WASTE COOLANT , GREASE,AIR OIL,WATER REELS & UL142 DOUBLE WALL TANKS.		
1	Graco	116229 waste oil tank over-fill monitor	534.00	534.00
2	Graco	224040 run-away pump shut-off valve	325.00	650.00
2	Graco	109075 air press reg.	59.25	118.50
3	BJ	Jar head tank level gauge	42.75	128.25
2	Mor	2"Tank vents	28.70	57.40
3	Mor	2" lockable fill caps	16.20	48.60
3	Mor	4" emergency vents	105.24	315.72
3	Mor	4" closed npt couplers	14.20	42.60
1	Misc plumbing	5/8 seamless med tubing and connections ,shut-off valves ,connect hoses,swivels , uni-strut hanging matrl,1" schedule 80 pvc pipe and connectors, misc hardware.	849.40	849.40
1	rental eqpmt	sissor lift , delivery and pick up	575.00	575.00
1	labor	Installation of all reels , tanks, all waste oil plumbing and new lube plumbing ,setting and calibrating all pumps lube and waste oil,all lube pit plumbing and installation of rolling drain pans and in pit reels ,function test all eqpmt and train shop techs.	4,125.00	4,125.00
	NOTE ;	Air plumbing by contractor.		

FREIGHT
 INSTALLATION
 SALES TAX 8.25%
 TOTAL INVESTMENT \$31,861.88

Sales Representative: RAYMOND SAENZ Above Accepted by: _____
 Cell: 956 499 7237 rsaenz@petroleumsolutionsinc.com



"QUOTATION"

PSI Automotive Division
 3702 S. Expsrwy 281, Edinburg TX 78542
 (956)686-9582
 Fax: (956) 686-0070
 www.petroleumsolutionsinc.com

SERVICE & EQUIPMENT QUOTE

Submitted to: Hidalgo County Pct 2
 Equipment and Maintenance Facility
 Pharr TX

Payment Terms:		25%65%10% on completion of work		
QTY.	MODEL		PRICE EACH	AMOUNT
		LUBE PIT AREA WITH ROLLING PANS AND PIT COVERS (SAFETY YELLOW & RED) *****		
1	Devon	EG38-16 E-Z Glide safety oit covers,for 16 ft pit	1,018.62	1,018.62
4	Devon	ET2- 96EZ E-Z Track II Double track for safety cover and rolling dr pans with tire guard	77.46	309.84
1	Devon	E- 203-32 Rolling drain pans 34gal cap.	598.55	598.55
1	Devon	DK-04 Drain valve kit	71.21	71.21
1	Devon	DG 203 Splash guard kit	49.13	49.13
2	Devon	E110-S Tech stool	191.81	383.62
1	Labor	Installation of all Devon eqpmt, weld e-z tarck on both sides of pit ,build stairway and emergency ladder,weld cat walk grating and 2"tire guard and bull nose on both ends of pit. Paint all pit area with safety yellow and red	7,556.00	7,556.00
1	Misc	pit plumbing and tanks vents and misc	686.00	686.00
1	Freight	From Devon Ind	612.00	612.00
				-
				-
				-
				-
				\$ 11,284.97
		FREIGHT		
		INSTALLATION		
		SALES TAX	8.25%	
		TOTAL INVESTMENT		\$ 11,284.97

Sales Representative: RAYMOND SAENZ Above Accepted by: _____
 Cell: 956 499 7237 rsaenz@petroleumsolutionsinc.com

Holchemont, Ltd.

900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: David Iglesias
ERO International
300 S 8th St.
McAllen, TX 78501
Ph: (956)661-0400 Fax: (956)661-0401

Number: 15
Date: 9/15/14
Job: 1401-EMF-01 Equip Maintenance Facility
Phone:

Description: HVAC Testing Adjusting and Balancing

We are pleased to offer the following specifications and pricing to make the following changes:
Aerodynamics Inspecting of Texas, LLC. Certified Test, Adjust and Balance per plans and specifications.

The total amount to provide this work is \$3,575.00

Please note that Holchemont, Ltd. will require an extra 10 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Lori A. Palmer
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:



Change Proposal - AEA Summary

HIDALGO CO. PRECINCT 2 - VEHICLE MAINT. FACILITY

HIDALGO COUNTY
Project No. 13012

CPR NO.	AEA	DESCRIPTION	STATUS	ARCHITECT ALLOWANCE	CONTINGENCY ALLOWANCE	EQUIPMENT ALLOWANCE	TEST & BALANCE ALLOWANCE	DATE EXECUTED
		Original Allowance Amounts		\$35,000.00	\$35,000.00	\$30,000.00	\$20,000.00	
1	1	Provide and place additional select fill to establish the proper elevation of the building pads.		\$28,309.72				RCVD.
2	2	Additional lite kits per submittal review.		\$432.00				
3	2	Change hardware & prep frame.		\$432.00				
4	2	Shop bay 3 overhead doors.		\$3,052.00				
								<i>OVERAGE SEE CHANGE ORDER 003</i>
	3	C.P. 11 - Extended General Conditions. \$5,701.84 C.P. 12 - Re-Issued Work Change Request 001. \$18,457.50 C.P. 13 - Oil & Lube Equipment. \$69,835.19 C.P. 15 - HVAC Testing, Adjusting & Balancing. \$3,575.00 TOTAL: \$93,994.53		\$2,774.28	\$35,000.00	\$30,000.00	\$20,000.00	\$9,795.25
								Balance
TOTALS		Allowance Balances To Date		\$0.00	\$0.00	\$0.00	\$0.00	(\$9,795.25)

Contingency Allowance Expenditure Authorization

Project: Hidalgo County Precinct 2
Equipment Maintenance Facility

Authorization No. 3

ERO Project No.: 13012

Date: 09/15/14

To : Holchemont, Ltd.
900 N. Main Street
McAllen, Texas 78501

Attention: Michael Montalvo, Manager

You are authorized to perform the following items(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the contract amount.

Description of Work:

Change Request 11 - Extended General Conditions.	\$5,701.84
Change Request 12 - Re-Issued Work Change Request 001.	\$18,457.50
Change Request 13 - Oil & Lube Equipment.	\$69,835.19
Change Request 15 - HVAC Testing, Adjusting & Balancing.	\$3,575.00

TOTAL \$97,569.53

AEA 03 Will Decrease Architect's Allowance	\$2,774.28
AEA 03 Will Decrease Equipment Allowance	\$30,000.00
AEA 03 Will Decrease Contingency Allowance	\$35,000.00
AEA 03 Will Decrease Test & Balance Allowance	\$20,000.00

Total Allowances: \$87,774.28

CO 003 will include remaining balance: \$9,795.25

Original Architect's Allowance Sum	\$35,000.00
Allowance Expenditures Prior to this Authorization	\$32,225.72
Allowance Balance Prior to this Authorization	\$2,774.28
Allowance Sum will be decreased by this Authorization	\$2,774.28
New Architect's Allowance Sum	\$0.00

Original Contingency Allowance Sum	\$35,000.00
Allowance Expenditures Prior to this Authorization	\$0.00
Allowance Balance Prior to this Authorization	\$35,000.00
Allowance Sum will be decreased by this Authorization	\$35,000.00
New Contingency Allowance Sum	\$0.00

Original Equipment Allowance Sum	\$30,000.00
Allowance Expenditures Prior to this Authorization	\$0.00
Allowance Balance Prior to this Authorization	\$30,000.00
Allowance Sum will be decreased by this Authorization	\$30,000.00
New Equipment Allowance Sum	\$0.00

Original Test & Balance Allowance Sum	\$20,000.00
Allowance Expenditures Prior to this Authorization	\$0.00
Allowance Balance Prior to this Authorization	\$20,000.00
Allowance Sum will be decreased by this Authorization	\$20,000.00
New Test & Balance Allowance Sum	\$0.00

This Allowance Expenditure represents adjustments to the Allowance Balance as noted above and described herein.

Accepted and agreed to by:

CONTRACTOR

Signature

Date



ERO Architects, L.L.P

Signature

Date

 09/15/14

Accepted and agreed to on behalf of Hidalgo County:

Hidalgo County

Signature

Date

 9/15/14

Holchemont, Ltd.

900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: David Iglesias
ERO International
300 S 8th St.
McAllen, TX 78501
Ph: (956)661-0400 Fax: (956)661-0401

Number: 11
Date: 8/26/14
Job: 1401-EMF-01 Equip Maintenance Facility
Phone:

Description: CO1 - Extended General Conditions

We are pleased to offer the following specifications and pricing to make the following changes:

As agreed upon approval of Change Order #1: Holchemont is now requesting the additional General Conditions associated with the extended duration of this project.

The total amount to provide this work is \$5,701.84

If you have any questions, please contact me at (956)686-2901.

Submitted by: Lori A. Palmer
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:

HOLCHEMONT, LTD.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: David Iglesias
ERO International
300 S 8th St.
McAllen, TX 78501
Ph: (956)681-0400 Fax: (956)681-0401

Number: 12
Date: 09/15/14
Job: 1401-EMF-01 Equip Maintenance Facility
Phone:

Description: Re-Issued Work Change Request 001 ; Originally dated July 30, 2014

We are pleased to offer the following specifications and pricing to make the following changes:

Additional work per Work Changes Proposal Request 001

Electrical: \$8,970.00

OH Door \$1,150.00

Painting \$1,725.00

- 1 Model HBE-5011 Electric by MICANAN, 1/2 HP, 115 Volt, AU Chair Hoist Operation, Open, Close, Stop push button

Extended General Conditions and Overhead: \$6,612.50

The total amount to provide this work is \$18,457.50

Please note that Holchemont, Ltd. will require an extra 14 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.



Approved by: _____
Date: _____

Cc:

Holchemont, Ltd.

900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: David Iglesias
ERO International
300 S 8th St.
McAllen, TX 78501
Ph: (956)661-0400 Fax: (956)661-0401

Number: 13
Date: 09/15/14
Job: 1401-EMF-01 Equip Maintenance Facility
Phone:

Description: Oil & Lube Equipment

We are pleased to offer the following specifications and pricing to make the following changes:

Oil and Lub Equipment PSI \$51,688.41

Extended General Conditions & Overhead : \$18,146.78

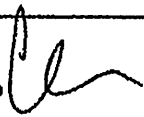
Additional Days are based on PSI. If approved and Ordered by November 4, 2014, Mr. Saenz is optimistic that he will complete installation by December 11, 2014.

*** If Substantial Completion is accepted on or before November 7, 2014; deduct \$1,500.00

The total amount to provide this work is \$69,835.19

Please note that Holchemont, Ltd. will require an extra 50 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo 
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:



"QUOTATION"

PSI Automotive Division
 3702 S. Expsrwy 281, Edinburg TX 78542
 (956)686-9582
 Fax: (956) 686-0070
 www.petroleumsolutionsinc.com

SERVICE & EQUIPMENT QUOTE

Submitted to: Hidalgo County Pct2
 Equipment and Maintenance Facility
 Pharr Texas

Payment Terms:		25%65%10% on work/job completion		
QTY.	MODEL		PRICE EACH	AMOUNT
		LUBRICATION EQPMT, WASTE OIL , WASTE COOLANT , GREASE,AIR OIL,WATER REELS & UL142 DOUBLE WALL TANKS.		
1	P-DEE	500LTDW 500gal used oil tank double wall UL142	2,282.40	2,282.40
2	P-DEE	275OBDW 275gal new lube oil tanks double wall UL142	1,343.70	2,687.40
1	freight	from PD	2,160.90	2,160.90
1	Graco	24E166 Waste oil pump kit.	1,113.75	1,113.75
4	Graco	HSM65B Med press lube oil reels	562.50	2,250.00
4	Graco	HSL65B Low press air/water reels	546.00	2,184.00
2	Graco	256-216 lube oil dispense handle (pre-set)	447.75	895.50
1	Graco	225-728 120lb gear lube pump	1,275.00	1,275.00
1	Graco	223-108 120lb Hi- press chassis pump kit	3,120.00	3,120.00
2	Graco	109075 air press reg	59.25	118.50
4	Graco	204741 Reel mnt bracket	36.75	147.00
2	Graco	24a222 Reel mnt channel (4reels)	142.87	285.74
2	Graco	225853 lube oil pump Fireball 425	2,407.50	4,815.00
2	Graco	238596 suction tube kits	168.37	336.74
4	Graco	108458 med press shut off valves	47.62	190.48
2	Graco	240429 Fireball 425 thermal press relief valve	156.75	313.50
2	Graco	203688 Low oil level cut-off valve	120.75	241.50
CON'T ON PAGE 2				
FREIGHT				
INSTALLATION				
SALES TAX			8.25%	
TOTAL INVESTMENT				

Sales Representative: RAYMOND SAENZ AUTOMOTIVE EQPMT SALES MGR.
 Cell: 956 499 7237 rsaenz@petroleumsolutionsinc.com
 Above Accepted by: _____



"QUOTATION"

PSI Automotive Division
3702 S. Expsrwy 281, Edinburg TX 78542
(956)686-9582
Fax: (956) 686-0070
www.petroleumsolutionsinc.com

SERVICE & EQUIPMENT QUOTE

Submitted to: Hidalgo County Pct2
Equipment and Maintenance Facility
Pharr Texas

Table with columns: QTY., MODEL, Description, PRICE EACH, AMOUNT. Includes items like waste oil tank monitor, run-away pump, air press reg, tank vents, etc.

FREIGHT
INSTALLATION
SALES TAX 8.25%
TOTAL INVESTMENT \$31,861.88

Sales Representative: RAYMOND SAENZ AUTOMOTIVE EQPMT SALES MGR.
Above Accepted by:
Cell: 956 499 7237 rsaenz@petroleumsolutionsinc.com

Holchemont, Ltd.

900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: David Iglesias
ERO International
300 S 8th St.
McAllen, TX 78501
Ph: (956)661-0400 Fax: (956)661-0401

Number: 15
Date: 9/15/14
Job: 1401-EMF-01 Equip Maintenance Facility
Phone:

Description: HVAC Testing Adjusting and Balancing

We are pleased to offer the following specifications and pricing to make the following changes:
Aerodynamics Inspecting of Texas, LLC. Certified Test, Adjust and Balance per plans and specifications.

The total amount to provide this work is \$3,575.00

Please note that Holchemont, Ltd. will require an extra 10 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Lori A. Palmer
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:

AI-47432

Purchasing Department 15. E. 1.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Comm. J Palacios, HC
Pct. #4

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval of an (On Call) "professional engineering services" Agreement with DOS LOGISTICS, INC. for: "Road and Bridge, C.I.P. and Other Projects in General" located within Hidalgo County Precinct No. 4.

B. Requesting approval of an (On Call) "professional surveying services" agreement with DOS LAND SURVEYING for: "Surveying Services" for projects located within Hidalgo County Precinct No. 4.

C. Requesting approval of an (On Call) professional services agreement with HARVEY L. HEERSSEN d/b/a HLH APPRAISAL SERVICES for the purposes of "Review of Appraisal Services" for projects located within Hidalgo County Precinct No. 4.

BACKGROUND

Contract # C-14-378-11-18-DLI-Pct 4 (on call)
Contract # C-14-379-11-18-DLS-Pct 4 (on call)
Contract # C-14-380-11-18-HLH-Pct 4 (on call)

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1200-431-00-124-007-0-XXX

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Contract-Dos Logistics Inc-Pct 4 (on call)

Contract -Dos Land Surveying-Pct 4 (on call)

Contract - HLH Appraisal Svcs-Pct 4 (on call)

legal

legal

legal

Form Review

Inbox
Purchasing Department
Auditor's Office

Reviewed By
Marty Salazar
Monica Badillo

Date
11/14/2014 05:04 PM
11/14/2014 05:21 PM

Form Started By: Letty Saenz

Started On: 11/14/2014 01:57 PM

Final Approval Date: 11/14/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-14-378-11-18

THIS AGREEMENT is made effective the 18TH day of **November, 2014** by and between **HIDALGO COUNTY, TEXAS**, ("County") and **Dos Logistics, Inc.** of Weslaco, a Texas Corporation ("Engineer").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing "**Road and Bridge, C.I.P. and Other Projects in General**" (**on an as needed basis**) for projects within **Hidalgo County Precinct No. 4** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Engineer agrees

to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Term. This Agreement is for a period of **one (1) year**, effective **November 18, 2014**, and will expire **November 17, 2015** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization".

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of

their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity

assistance needed to resolve the situation: and

- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

13. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies

Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

17. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

18. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

20. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

21. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

23. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in

writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Engineer: **Dos Logistics, Inc.**
Attn: Eric Ybarra, President/C.E.O.
1002 East Expressway 83
Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

24. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

25. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

27. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and

this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

29. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

30. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ENGINEER: DOS LOGISTICS, INC.

By: _____

Printed Name Eric Ybarra

Title: C.E.O.

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: _____, 2014.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the County
- EXHIBIT B** -Scope of Services to be provided by the Engineer
- EXHIBIT C** -Engineer's Rates
- EXHIBIT D** -Work Authorization Form
- EXHIBIT E** -Supplemental Agreement Form
- EXHIBIT F** -Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications -

"Professional Engineering Services Pool-Hidalgo County"
(Including all funding sources, programs, and entities)
RFQ No: 2014-003-12-11-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)
TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2014-003-12-11-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	8
3.	Exhibit A, Requirements	9
4.	Exhibit B, Evaluation Criteria	3
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.


Martha L. Salazar, CPPB, Purchasing Agent

November 18, 2013
Date



REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services Pool”

RFQ NO: 2014-003-12-11-YZV

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL**", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.
2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ No.: 2014 -003-12-11- "HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 11, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.
5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.
7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.
9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.
10. Costs are to be net F.O.B., County Prepaid.
11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful respondent
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract number (if any)
 - d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
 Postal/Mailing 2808 S. Business Hwy. 281
 Edinburg, Texas 78539
 (956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	<u>December 11, 2013</u>
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

16. HIDALGO COUNTY HOLIDAYS

2013 YEAR	
New Year's Day	12/31/13 and 01/01/14
Martin Luther King Day	01/20/14
President's Day	02/17/14
Good Friday	04/18/14
Easter	04/21/14
Memorial Day	05/26/14
Independence Day	07/04/14
Labor Day	09/01/14
Veteran's Day	11/11/14
Thanksgiving Day	11/27/14 and 11/28/14
Christmas Day	12/24/14 and 12/25/14

17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~
- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~
- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as~~

~~required by Tex. Govt. Code Ch. 2253.~~

- ~~• For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the**

County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closser, Edinburg, Texas 78539, Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the qualification;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and

acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.
27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Engineering Services Pool”

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm:

Address:

By:

Printed Name:

Title:

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

“PROFESSIONAL ENGINEERING SERVICES POOL”

2014-003-12-11-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **February 8, 2014 and ending March 15, 2015**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013**. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any

vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closser, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:

Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to

notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us** **NO LATER THAN Wednesday, December 04, 2013** at 5:00 p.m. Responses will be sent to all applicants by **Friday, December 06, 2013.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects? _____

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any current licenses and/or certifications and assurance as required by the STATE OF TEXAS. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:

The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design

- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:

Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

- A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.
- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
 - 1. Copy of current license certification with state seal
 - 2. History of engineering certification from the State of Texas.
 - 3. List of projects related to the subject areas within the past year.
- C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.
- E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. METHODOLOGY

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

Responsiveness to RFQ:

- * Response is Clear;
- * Response is Well Organized;
- * Easy to Evaluate;
- * Appropriate to this RFQ

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;
2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EXHIBIT B

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

“PROFESSIONAL ENGINEERING SERVICES POOL”

2014-003-12-11-YZV

**EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contract for counties, cities, irrigation districts, or other clients as stated in the Request for Qualifications (RFQ). A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

Responsiveness to RFQ:

- * Response is Clear;
- * Response is Well Organized;
- * Easy to Evaluate;
- * Appropriate to this RFQ

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

**EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV**

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➤ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➤ Designate engineering staff members in an appendix form	5	
➤ Identifying the project composition, project leadership, reporting responsibilities	10	
➤ Experience of engineering staff to completely and efficiently perform the work.	10	
Comments/Rationale For Points:		TOTAL
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project/Similar Projects (25 pts maximum)		
➤ Demonstrate and understanding of the scope of services	5	
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➤ Reference Information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Firm/Participant's Name: _____

Evaluator: _____ Department: _____

Project Name: _____ Date: _____

**PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2014-003-12-11-YZV**

Name and Address of Firm:	<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>		
Principals of Firm and Titles:	<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>		
Firm's Registration No.:	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
Area of Specialization:			
	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		
Local References (Rio Grande Valley) List Four (4) Only:			
Reference #1: _____			
Reference #2: _____			
Reference #3: _____			
Reference #4: _____			
Recent Projects (Within Two [2] Years) List Four (4) Only:			
Project #1: _____			
Project #2: _____			
Project #3: _____			
Project #4: _____			

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT “C”

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR 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				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE	\$
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AUTO ONLY AGG	\$
						\$
C	EXCESS LIABILITY				EACH OCCURENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER: _____

CANCELLATION

Hidalgo County
 Attn: Purchasing Department
 2812 S Highway Bus. 281
 Edinburg, Texas 78539

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

" will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

" will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

" have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

Authorized Signature

Date

Company

Address

City, State, Zip

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

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
--

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public _____

My commission expires: _____, 20_____.



HIDALGO COUNTY PURCHASING DEPARTMENT Proposer/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South 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): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> 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): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> 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)	
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?:		<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate Certification No.(s): _____ or are Certificate(s) attached?:		<input type="checkbox"/> Yes <input type="checkbox"/> 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?: <input type="checkbox"/> Yes <input type="checkbox"/> 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: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
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.

Social security number									
				-			-		

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.



HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2014-003-12-11-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

- Page 8 of Legal Notice
- Attachment "B" –Procurement Form –Areas of Specialization
- Exhibit "C" -Acknowledgement forms (pages 3 and 4)
- Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.
- Exhibit "E" –Proposers Affidavit
- Vendor Bidder Application and IRS form W-9
- Certification Regarding Debarment
- One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
- 2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

EXHIBIT "B"

Services to be Provided by the Engineer

The project will consist of On-Call Engineering Services as shown below but not limited to, the following.

- A. Evaluation, analysis, recommendations, cost and time estimates, reports, permits, preplanning studies, preparation of preliminary and/or contract documents (including working drawings and specifications), field inspections and investigations, shop drawing reviews, resolution of construction issues, coordination with permitting agencies, coordination with utilities, and coordination with other on call consultants as necessary.

- B. Provide services as necessary for, but not limited to, the following areas: land development, land redevelopment, storm water systems design, storm water management designs, roadway and parking lot designs, pavement analysis and design, signage, traffic flow studies, utility design, erosion and sediment control plans, periodic construction observation to verify compliance with plans and specifications, feasibility studies, Value Engineering Water Plan Design, Waste/Water Plant Design Hydrology & Hydraulic Analysis, Master Plan, Environmental Assessments Concrete Design, Concrete Roadway, Steel Design, Commercial Building Design, Industrial Structures, Lift Station Design (above/underground) Hospital and other Instructional projects, Multistory Building Design, Foundation Design, Timber Design, Bridge Design/Inspections, As Built Reviews, Analysis of Existing Structures, Dock Design, Windstorm Design/Inspections.

Dos Logistics, Inc.
"On-Call Engineering Services"

EXHIBIT C
-Engineer Contract Rates

CONTRACT RATE SCHEDULE

Labor/Staff Classification	Contract Rate
PRINCIPAL	\$249.00
PROJECT MANAGER	\$220.00
SENIOR ENGINEER	\$200.00
PROJECT ENGINEER	\$170.00
DESIGN ENGINEER	\$149.00
ENGINEER IN TRAINING (EIT)	\$79.00
SENIOR ENGINEER TECH	\$86.00
ENGINEER TECH	\$80.00
CADD OPERATOR	\$65.00
ADMIN/CLERICAL	\$58.00
PROJECT INSPECTOR V	\$76.00
PROJECT INSPECTOR I	\$71.00

** These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	*****
Car Rental	*****
Lodging (in State)	*****
Meals	*****
Materials (Rebar, misc)	\$15/day
Air Travel	at cost
Overnight Carrier Cost	\$20/letter
Copies (8 1/2 x 11)	\$0.12 ea
Bond Plots	\$0.80/sq.ft.
Color Plots	\$1.70/sq.ft.
Mylar Plots	\$1.60/sq.ft.

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-14-378-11-18

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of _____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide _____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.____ shall be funded through funding source:

Account No. _- _- _- _- _- _- _- _- _- _- _- _-

Requisition Number _____ (**MUST BE INCLUDED AFTER CC APPROVAL**)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.4, Commissioner, Joseph Palacios, as to content and detail of this **Work Authorization No. ____**.

**HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:**

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ (cc approval date) _____ as indicated below and effective as of _____ day of _____, 201__.

**THE ENGINEER:
DOS LOGISTICS, INC.**

**THE OWNER:
HIDALGO COUNTY**

By: Eric Ybarra, C.E.O.

By: Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo Jr., County Clerk

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ **20**____ concerning Engineering for _____ hereinafter referred to as the ("**Project**") ; and,

WHEREAS, Paragraph ____ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ____ of the **Agreement**, (paragraph title), is revised to

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY: _____

Address for Giving Notices:

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F
-Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2014

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 Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599		CONTACT NAME: Jesusa Villarreal PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS: jessie@montalvoinsurance.com	
INSURED Dos Logistics Inc. 1002 East Expressway 83 Weslaco TX 78596		INSURER(S) AFFORDING COVERAGE INSURER A: Mesa Underwriters Specialty INSURER B: Progressive County Mutual Ins. INSURER C: Texas Mutual Insurance Company INSURER D: Axis Surpuls Insurance Company INSURER E: INSURER F:	

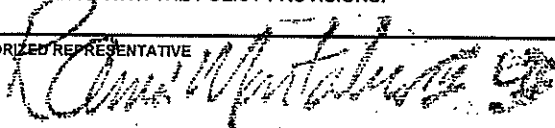
COVERAGES CERTIFICATE NUMBER: CL14102101553 REVISION NUMBER:

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			MP0042012000779	4/24/2014	4/24/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			03244013-0	8/20/2014	8/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	DED						\$
	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SBP0001253872-2014	6/8/2014	6/8/2015	WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY			EBZ780503012014	4/24/2014	4/24/2015	EACH CLAIM 2,000,000
							AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: On Call Engineer Contract
 The General Liability and Auto policy contain a special endorsement with Additional Insured wording. In addition, these policies contain a special endorsement with Waiver of Transfer of rights of Recovery against others to us. These are automatic when required in the contract or agreement.

CERTIFICATE HOLDER		CANCELLATION	
Hidalgo County Precinct 4 1051 Doolittle Road Edinburg, TX 78542		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 	

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-14-379-11-18

THIS AGREEMENT is made effective the **18th** day of **November, 2014**, by and between the **County of Hidalgo, Texas** ("County") and **Dos Land Surveying, LLC** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires "Surveying Services" for "**Road and Bridge, C.I.P. and Other Projects in General**" (**on an as needed basis**) located within **Hidalgo County Precinct No. 4**, and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services", and

WHEREAS, from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

WHEREAS, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County "Surveying services" for and in connection to the: "**Road and Bridge, C.I.P. and Other Projects in General**" (on an as needed basis) located within **Hidalgo County Precinct No. 4**, as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor". ***In the event the Surveyor does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scope of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Term.** This Agreement shall commence upon approval of this agreement for a term of **one (1) year**, effective **November 18, 2014**, expiring, **November 17, 2015** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each "**Purchase Order**".

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. **Non-Exclusive Services of Surveyor** Hidalgo County reserves the right to request these services from other sources other than the Surveyor and shall not be in violation of any terms or conditions of this Agreement.

4. **Compensation.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached

hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a work order, the Surveyor shall undertake and complete the authorized work. The County or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the County or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work

authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the agreement. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the agreement, including:

- a.** Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.
- b.** Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this agreement.

10. Independent Contractor. Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Agreement. Notwithstanding the

foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. The County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

14. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply

with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Surveyor.

16. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

18. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor=s intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney=s fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and

travel expenses which are incurred by the prevailing party.

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

If to County: County of Hidalgo
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Surveyor: **Dos Land Surveying, LLC**
Attention: Eric Ybarra, President/CEO
1002 E. Expressway 83
Weslaco, Texas 78596

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.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

23. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this agreement.

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

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

26. Commitment of Current Revenues. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Surveyor. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

27. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS WHEREOF, the **Surveyor** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ____ day of _____, **2014**.

SURVEYOR:
DOS LAND SURVEYING, LLC

BY: _____
Eric Ybarra, President/CEO

OWNER:
HIDALGO COUNTY

BY: _____
Hon. Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on _____, 2014.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____

ATTACHMENTS:

- EXHIBIT A-1** -Request for Qualifications (RFQ) Procurement Packet
- EXHIBIT A** -Scope of Services to be provided by the Surveyor
- EXHIBIT B** -Surveying Rate Schedule
- EXHIBIT C** -Certificate of Insurance (*Hidalgo County*)

EXHIBIT “A-1”

Request for Qualifications (RFQ) Procurement Packet



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications-**“Professional Surveyors Services Pool-Hidalgo County”**
(Including all funding sources, programs, and entities)
RFQ No: 2014-007-12-11-MEG

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)
TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Surveyors Services Pool"
(Including all funding sources, programs, and entities)

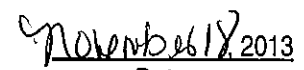
RFQ No: 2014-007-12-11-MEG

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.


Martha L. Salazar, CPPB, Purchasing Agent


Date



REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Surveyors Services Pool”

RFQ NO: 2014-007-12-11-MEG

Acceptance Due Date: December 11, 2013

**Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department**

Project Buyer Contact Information:

**Elena Gomez, Buyer II
(956) 292-7000 Ext. 4855
elena.gomez@co.hidalgo.tx.us**

1. Sealed Qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Surveyors Services Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall Qualifications.
2. One (1) original, seven (7) copies of all Qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, RFQ- 2014-007-12-11-MEG-HIDALGO COUNTY (Including all funding sources, programs, and entities) "Professional Surveyors Services Pool", and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 11, 2013.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualifications considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.
5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.
8. County reserves the right to accept or reject any or all qualifications.
9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.
10. Costs are to be net F.O.B., County Prepaid.
11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
13. **DELIVERY INSTRUCTIONS:**
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626
14. **BILLING AND PAYMENT INSTRUCTIONS:**
 - Invoices must include:
 - a) Name and address of successful respondent
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract number (if any)
 - d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Surveyors Services Pool**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
 Postal/Mailing 2808 S. Business Hwy. 281
 Edinburg, Texas 78539
 (956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	<u>December 11, 2013</u>
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

16. HIDALGO COUNTY APPROVED HOLIDAYS-

2014 YEAR	
New Year's Eve & Day	12/31/13 and 01/01/14
Martin Luther King Day	01/20/14
President's Day	02/17/14
Good Friday	04/18/14
Easter	04/21/14
Memorial Day	05/26/14
Independence Day	07/04/14
Labor Day	09/01/14
Veteran's Day	11/11/14
Thanks Giving Day	11/27/14 and 11/28/14
Christmas Day	12/24/14 and 12/25/14

17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~
- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~

~~and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~• If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~• For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.
- **NOTICE:**
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFQ, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or

appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

Please submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78539—Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.
27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Respondents must provide **all** documentation requested with this qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

REQUEST FOR QUALIFICATIONS
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
“Professional Surveyors Services Pool”
RFQ NO: 2014-007-12-11-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm:

Address:

By:

Printed Name:

Title:

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

“PROFESSIONAL SURVEYING SERVICES”

RFQ № 2014-007-12-11-MEG

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Surveyors (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Surveyors will be for a period starting **February 9, 2014** and ending **March 15, 2015**.

The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "**Real Estate Surveyors Pool-Hidalgo County**" (including all funding sources, Programs, and Entities)-**REQUEST FOR QUALIFICATIONS** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013**. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the REQUEST FOR QUALIFICATIONS:

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number 2014-007-12-11-MEG, Project Title "Professional Surveying Services", and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQ's, bids, Qualifications and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant 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 of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks

to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:

Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:

Any protest(s) or question(s) regarding the requirements or Request for Qualifications procedures must be received in the Purchasing Department via facsimile to (956) 292-7612 or via e-mail: elena.gomez@co.hidalgo.tx.us **BY NO LATER THAN Wednesday December 04, 2013 at 5:00 p.m.** Responses will be sent to all applicants by **Friday, December 06, 2013.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)

All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with surveying firm(s) that has had experience in, but not limited to, the following areas:

SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.
2. Topographical survey, including establishment of survey benchmark.
3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.
4. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

- a) Firm name, address, phone number and person to contact regarding the Statement for Qualifications.
- b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.
- c) List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- d) Ability to commence services immediately after successfully negotiating a contract for services.
- e) Familiarity with the geographical area.
- f) Statement regarding an Affirmative Action Program.
- g) Minimum of \$1,000,000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any current licenses and/or certifications required by State of Texas.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
 - a) Requested Information
 - b) Thoroughness
 - c) Understanding of Project
 - d) List of references provided
 - e) Clarity - Brevity
 - f) Degree of Interest

- 2) **FIRM CAPABILITIES:** **45 points**
 - a) Background
 - b) Relevant experience
 - c) Experience with similar projects
 - d) Knowledge of area
 - e) Timeliness of schedule
 - f) Quality services previously provided to Hidalgo County
 - g) Current workload
 - h) Ability to commence various requested projects simultaneously
 - i) Completion of projects within budgets

3. **STAFFING:** **25 points**
 - a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
 - b) Key personnel
 - c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Surveyor Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Surveyor Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in RFQ.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

“PROFESSIONAL SURVEYING SERVICES”

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2014-007-12-11-MEG

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS (30) POINTS

- A. Requested Information
- B. Thoroughness
- C. Understanding of Project
- D. List of references provided
- E. Clarity – Brevity
- F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

- A. Background
- B. Relevant experience
- C. Experience with similar projects
- D. Knowledge of area
- E. Timeless of schedule
- F. Quality services previously provided to Hidalgo County
- G. Current workload
- H. Ability to commence various re-requested projects simultaneously
- I. Completion of projects within budgets

3. STAFFING (25) POINTS

- A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
- B. Key personnel
- C. Required discipline skills

GRAND TOTAL 100 Points

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2014-007-12-11-MEG

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. RESPONSIVENESS (30 pts)		
➤ Requested information	5	
➤ Thoroughness	5	
➤ Understanding of Project	5	
➤ List of references provided	5	
➤ Clarity-Brevity	5	
➤ Degree of Interest	5	
Comments/Rationale For Points:		TOTAL
2. FIRM CAPABILITIES (45 pts)		
➤ Background	5	
➤ Relevant experience	5	
➤ Experience with similar projects	5	
➤ Knowledge of area	5	
➤ Timeliness of schedule	5	
➤ Quality services previously provided to Hidalgo County	5	
➤ Current workload	5	
➤ Ability to commence various re-requested projects simultaneously	5	
➤ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
3. STAFFING (25 pts)		
➤ Qualification of personnel	10	
➤ Key personnel	10	
➤ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT C

**INSURANCE REQUIRMENTS
PROFESSIONAL SERVICES**
(i.e. Engineers, Architects, Appraisers & Surveyors)

HIDALGO COUNTY
(Including all Funding Sources, Programs, and Entities)
REQUEST FOR QUALIFICATIONS
“PROFESSIONAL SURVEYING SERVICES”

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD		CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	
		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 THEIR 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				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNERS & CONT. PROT.				PERSONAL AND ADV. INJURY \$
	<input type="checkbox"/> OWNERS PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN. L. AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/PROP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTE <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Authorized Signature

Date

Company

Address

City, State, Zip

APPLICATION & W-9

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

“PROFESSIONAL SURVEYING SERVICES”

HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ()
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ()
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> 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): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> 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)	
<input checked="checked" type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American
<input checked="checked" type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American
<input checked="checked" type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American
<input type="checkbox"/> More than 500,000 annual gross receipt	<input type="checkbox"/> Native American
	<input type="checkbox"/> Women
	<input type="checkbox"/> Other
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> 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?: <input type="checkbox"/> Yes <input type="checkbox"/> 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: _____

ve a
ices
gram
ors.
cred
valid

ve a
ices
gram
ors.
cred
valid

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ 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 ⁴
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.

EXHIBIT D

**CIQ
CONFLICT OF INTEREST**

HIDALGO COUNTY
(Including all Funding Sources, Programs, and Entities)
REQUEST FOR QUALIFICATIONS

“PROFESSIONAL SURVEYING SERVICES”

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

Exhibit "E"

PROPOSER'S AFFIDAVIT

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

**PROPOSER'S AFFIDAVIT
Exhibit "E"**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGEMENT SERVICES"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____, 20____

DEBARMENT

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

“PROFESSIONAL SURVEYING SERVICES”

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.



HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SURVEYORS SERVICES POOL

RFQ No.: 2014-007-12-11-MEG

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

- _____ Page 9 of Legal Notice
- _____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)
- _____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.
- _____ Exhibit "E" -Proposers Affidavit
- _____ Vendor Bidder Application and IRS form W-9
- _____ Certification Regarding Debarment
- _____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

SIGNATURE

DATE

EXHIBIT “A”

Scope of Services to be provided by the Surveyor

EXHIBIT A

-SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

SERVICES and CAPABILITIES OF DOS LAND SURVEYING:

BOUNDARY SURVEYS

A Survey performed for the purpose of locating and marking property corners, boundary lines and/or easements of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the rules and regulations of the Texas Board of Professional Land Surveying.

PARCEL PLATS FOR RIGHT-OF-WAY ACQUISITIONS

A boundary survey prepared that creates a new parcel of land for the purpose of acquiring new right-of-way for roadways or utility easements. The survey is usually taken from larger parent tract of land. A metes and bounds description is prepared along with the survey plat.

CONTROL SURVEYS

A Survey performed for determining precise locations of horizontal and vertical control points for use in boundary determination, aerial photographs and topographical surveys, construction staking and related purposes. Horizontal coordinates are derived using the latest in GPS equipment. Vertical locations are derived using state of the art digital levels and are based on existing published benchmarks.

CONSTRUCTION SURVEYS

Construction staking to establish the correct location of proposed structures as shown on improvement plans for construction of roads, parking lots, pipelines, building, etc.

TOPOGRAPHICAL SURVEYS

A survey locating topographic features – natural and man-made – such as buildings, improvements, fences, elevations, trees, streams, roadways, contours of the land etc. This type of survey may be required by a governmental agency, or may be used by Engineers and/or Architects for design of improvements or developments on a site and also may include a boundary survey.

AS-BUILT SURVEYS

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

EXHIBIT “B”
Surveying Rate Schedule

CONTRACT RATE SCHEDULE

Labor/Staff Classification	Contract Rate
PROJECT MANAGER	\$249.00
Reg. Professional Land Surveyor	\$194.00
Survey Crew (2)	\$162.00
Survey Tech	\$79.00
CADD OPERATOR	\$95.00
ADMIN/CLERICAL	\$68.00

*****These Rates to be determined for each work authorization***

Non-Labor	
Mileage	0.60/mile
ATV	\$100/day
Lodging (In State)	At Cost
Materials (Rebar, Misc.)	\$15/day
Air Travel	At Cost
Overnight Carrier Cost	\$20/letter
GPS Equipment	\$475/day
Copies (8 1/2 x 11)	\$0.12 ea
Bond Plots	\$0.80/sq. ft.
Color Plots	\$1.70/sq.ft.
Mylar Plots	\$1.60/sq. ft.

EXHIBIT “C”
Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2014

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 Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	CONTACT NAME: Jesusa Villarreal	
	PHONE (A/C No. Ext): (956) 968-5521	FAX (A/C No.): (956) 969-9198
E-MAIL ADDRESS: jessie@montalvoinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Nautilus Insurance Company		
INSURER B: State Auto Insurance Companies		
INSURER C: Texas Mutual Insurance Company		
INSURER D: Axis Insurance Company		
INSURER E:		
INSURER F:		
INSURED Dos Land Surveying, LLC 1002 East Expressway 83 Weslaco TX 78596		

COVERAGES CERTIFICATE NUMBER: CL1463001462 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			NN403333	4/24/2014	4/24/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 2,000,000			PRODUCTS - COMP/OP AGG \$ Included
B	AUTOMOBILE LIABILITY			BAP2402761-00	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED		RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SBP0001267815-2014	4/11/2014	4/11/2015	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY			MBZ780504012014	4/24/2014	4/24/2015	EACH CLAIM \$1,000,000
							AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: On Call Surveying Contract. The General Liability policy contains a special endorsement with Additional Insured Primary & Noncontributory wording. In addition, the policy also contains a special endorsement with Waiver of Transfer of Rights of Recoery against others to us. These are Automatic status when required in the contract or agreement. The Automobile coverage includes Additional Insured, Automatic status when required in the contract or agreement. The policy also contains a Transfer of Rights of Recovery Against Others to us as required in such contract.

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Precinct 4 1051 Doolittle Road Edinburg, TX 78542	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

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-14-380-11-18

THIS AGREEMENT is made effective the **18th** day of **November, 2014**, by and between the **County of Hidalgo, Texas** ("County") and **HARVEY L. HEERSEN d/b/a HLH APPRAISAL SERVICES** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires review of appraisal services for: **"REVIEW OF APPRAISAL SERVICES" (on an as needed basis)** for projects located within **HIDALGO COUNTY PRECINCT No. 4**; and;

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," the County requested proposals from professional right-of-way appraiser to assist the County by providing review of appraisal services; and

WHEREAS, County has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County ***“Review of Appraisal Services (on an as needed basis)*** for projects located within **Hidalgo County Precinct No. 4** as shown in Exhibit “A” attached hereto and entitled “Services to be provided by the Appraiser”. ***In the event the Appraiser does not provide the “Review of Appraisal Services” prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and “Review of Appraisal Services” is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the “Review of Appraisal Services” ordered, Appraiser must advise the Purchasing Department in written notice to authorize and to secure additional time to comply.

2. **Non-Exclusive Services of Appraiser.** Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Contract for a period of **one (1) year**, effective **November 18, 2014**, and will expire **November 17, 2015** or unless sooner terminated as provided herein. The Appraiser will not begin to work or incur costs until authorized in writing by the County with each **“Purchase Order”**.

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of

the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract.

8. Reporting. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

- a.** Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.
- b.** Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

by County and Appraiser, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Appraiser: Harvey L. Heerssen d/b/a
HLH APPRAISALSERVICES
6107 Aberton Forest Drive
Houston, Texas 77084

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

23. Binding Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

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

25. Authority. The execution and performance of this Contract by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

26. Commitment of Current Revenues. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Contract, the County may terminate this Contract upon thirty (30) days written notice to the Surveyor. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Contract at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

27. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED, as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON _____, 2014

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

**APPRAISER: Harvey L. Heerssen d/b/a
HLH APPRAISAL SERVICES**

By: _____

Printed Name: Harvey L. Heerssen

Title: Owner

ATTEST:

Arturo Guajardo, Jr., County Clerk

EXHIBIT “A-1”
REQUEST FOR QUALIFICATIONS
(RFQ) PROCUREMENT PACKET



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **“Professional Appraisal Services Pool-Hidalgo County”**
(Including all funding sources, programs, and entities)
RFQ No: 2014-006-12-11-SGS


Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,


Martha E. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures



Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY

(All funding sources, programs and entities)

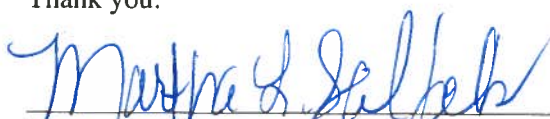
“Professional Appraisal Services Pool”

RFQ No: 2014-006-12-11-SGS

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria and Evaluation Form	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
09.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

November 18, 2013
Date

LEGAL NOTICE

**REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY**
(All funding sources, programs and entities)

“PROFESSIONAL APPRAISAL SERVICES POOL”

RFQ No.: 2014-006-12-11-SGS



REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

“Professional Appraisal Services Pool”

RFQ NO: 2014-006-12-11-SGS

Acceptance Due Date: DECEMBER 11, 2013

**Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department**

Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 292-7000 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

Form HCPD-04

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisal Services Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.
2. **One (1) original, seven (7) copies** of all request for qualifications (RFQ) and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ – 2014-006-12-11-SGS“HIDALGO COUNTY (Including all funding sources, programs, and entities)-Professional Appraisal Services Pool”**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 11, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualification considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.
5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within ninety (90) days from the scheduled time to open qualifications.
8. County reserves the right to accept or reject any or all qualifications
9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Respondents shall acknowledge receipt of all addenda as a part of their qualification.
10. Costs are to be net F.O.B., County Prepaid.
11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful respondent
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract number (if any)
 - d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisal Services Pool**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
 Postal/Mailing 2808 S. Business Hwy. 281
 Edinburg, Texas 78539
 (956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	<u>December 11, 2013</u>
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

16. HIDALGO COUNTY PROPOSED HOLIDAYS

2014 YEAR	
New Year's Day	01/01/14
Martin Luther King Day	01/20/14
President's Day	02/17/14
Good Friday	04/18/14
Easter	04/21/14
Memorial Day	05/26/14
Independence Day	07/04/14
Labor Day	09/01/14
Veteran's Day	11/11/14
Thanks Giving Day	11/27/14 and 11/28/14
Christmas Day	12/24/14 and 12/25/14
New Years Eve	12/31/14

17. ~~BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~
All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.
- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~

- ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~
- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform

themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
21. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the qualification;
 - Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.
27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for

Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualification
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
“Professional Appraisal Services Pool”
RFQ No: 2014-006-12-11-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondents acknowledge receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Respondent:

Address:

By:

Printed Name:

Title:

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

“PROFESSIONAL APPRAISAL SERVICES POOL”

RFQ N^o 2014-006-12-11-SGS

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **February 09, 2014 and ending March 15, 2015.** The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of "**PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY**" (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of one (1) original, seven (7) copies and two (2) CD's in PDF format of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number: 2014-006-12-11-SGS, Project title: "Professional Appraisal Services Pool" and Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant 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 of business relationship that might cause a

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closser, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF QUALIFICATIONS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:

Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:

Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-7612 or via e-mail: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 06, 2013 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specifies for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)

All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -RFP REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with an Appraisal firm(s) that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

- 1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.
- 2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.
- 3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.
- 4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.
- 5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

- A. Firm name, address, phone number and person to contact regarding the Request for Qualification.
- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.
- C. List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.
- E. Familiarity with the geographical area.
- F. Statement regarding an Affirmative Action Program.
- G. Minimum of \$1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form." The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) Responsiveness:

30 points

- a) Requested Information
- b) Thoroughness
- c) Understanding of Project
- d) List of references provided
- e) Clarity - Brevity
- f) Degree of Interest

2) Firm Capabilities:

45 points

- a) Background
- b) Relevant experience
- c) Experience with similar projects
- d) Knowledge of area
- e) Timeliness of schedule
- f) Quality services previously provided to Hidalgo County

- g) Current workload
- h) Ability to commence various re-requested projects simultaneously
- i) Completion of projects within budgets

3) Staffing:

25 points

- a) Qualifications of personnel - The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
- b) Key personnel
- c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

- 1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in Request for Qualifications.

- 2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT “B”

Evaluation Criteria & Evaluation Form

**REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY**

(All funding sources, programs and entities)

“PROFESSIONAL APPRAISAL SERVICES POOL”

RFQ No.: 2014-006-12-11-SGS

EXHIBIT "B"
EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2014-006-12-11-SGS

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS (30) POINTS

- A. Requested Information
- B. Thoroughness
- C. Understanding of Project
- D. List of references provided
- E. Clarity – Brevity
- F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

- A. Background
- B. Relevant experience
- C. Experience with similar projects
- D. Knowledge of area
- E. Timeless of schedule
- F. Quality services previously provided to Hidalgo County
- G. Current workload
- H. Ability to commence various re-requested projects simultaneously
- I. Completion of projects within budgets

3. STAFFING (25) POINTS

- A. Qualifications of personnel
- B. Key personnel
- C. Required discipline skills

GRAND TOTAL 100 Points

EXHIBIT "B"
EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2014-006-12-11-SGS

Selection Criteria	Points	Score
1. RESPONSIVENESS ----- (30 pts)		
➤ Requested information	5	
➤ Thoroughness	5	
➤ Understanding of Project	5	
➤ List of references provided	5	
➤ Clarity-Brevity	5	
➤ Degree of Interest	5	
Comments/Rationale For Points:		TOTAL
2. FIRM CAPABILITIES ---- (45 pts)		
➤ Background	5	
➤ Relevant experience	5	
➤ Experience with similar projects	5	
➤ Knowledge of area	5	
➤ Timeliness of schedule	5	
➤ Quality services previously provided to Hidalgo County	5	
➤ Current workload	5	
➤ Ability to commence various re-quested projects simultaneously	5	
➤ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
3. STAFFING----- (25 pts)		
➤ Qualification of personnel	10	
➤ Key personnel	10	
➤ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT “C”

**INSURANCE REQUIREMENTS PROFESSIONAL
SERVICES**

**REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
*(All funding sources, programs and entities)***

“PROFESSIONAL APPRAISAL SERVICES POOL”

RFQ No.: 2014-006-12-11-SGS

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD		CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	
INSURED		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR 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				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE - OCCUR				MED (Any one person) \$
	<input type="checkbox"/> OWNERS & CONT PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNERS PROJECTIVE LIABILITY				ANNUAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMB OF \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY - EA ACC ACC \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				W/C STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				
DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.					
CERTIFICATE HOLDER		ADDITIONAL INSURED		INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT “D”

**CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE**

**REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY**
(All funding sources, programs and entities)

“PROFESSIONAL APPRAISAL SERVICES POOL”

RFQ No.: 2014-006-12-11-SGS

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

EXHIBIT “E”

PROPOSER’S AFFIDAVIT

**REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY**

(All funding sources, programs and entities)

“PROFESSIONAL APPRAISAL SERVICES POOL”

RFQ No.: 2014-006-12-11-SGS

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS POOL"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____, 20__

VENDOR'S APPLICATION
&
W-9 FORM

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

“PROFESSIONAL APPRAISAL SERVICES POOL”

RFQ No.: 2014-006-12-11-SGS

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: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
<input type="checkbox"/> Other (see instructions) ▶	
<input type="checkbox"/> 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.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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.

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.

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

**REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY**
(All funding sources, programs and entities)

“PROFESSIONAL APPRAISAL SERVICES POOL”

RFQ No.: 2014-006-12-11-SGS

**Certification
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

RFQ SUBMITTAL CHECK LIST

**REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY**

(All funding sources, programs and entities)

“PROFESSIONAL APPRAISAL SERVICES POOL”

RFQ No.: 2014-006-12-11-SGS



HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISALS SERVICES POOL

RFQ No.: 2014-006-12-11-SGS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

- Page 9 of Legal Notice
- Exhibit "C" -Acknowledgement forms (pages 3 and 4)
- Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.
- Exhibit "E" –Proposers Affidavit
- Vendor Bidder Application and IRS form W-9
- Certification Regarding Debarment
- One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

SIGNATURE

DATE

EXHIBIT “A”
SERVICES TO BE PROVIDED BY APPRAISER

HLH APPRAISAL SERVICES
Specializing in Appraisal Review of Road and Drainage Projects

November 10, 2014

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administrative Building
Edinburg, TX. 78539

RE: "Appraisal Review Services" for: "on call" Professional Services Agreement (under Purchase Order's on all job orders as requested by the County) for projects located within Hidalgo County Precinct #4

Dear Ms. Saenz:

This letter is in reference to your recent inquiry requesting my Scope of Services, Proposed Rate/Fee Schedule and Current Insurance Certificates for a "Professional Services Agreement" in connection to **"Review of Appraisal Services for : "Projects in General located within Hidalgo County Precinct No. 4 (on an as needed basis)."**

The Scope of Work Services for this appraisal review assignment is to prepare appraisal review reports of appraisal reports prepared by the primary appraiser on projects within Hidalgo County Precinct No. 4 on an as needed basis. More specifically, the scope of work also includes (1) to physically inspect the project and each parcel from the road right of way, (2) to review each appraisal report for USPAP compliance, and (3) to prepare and submit electronically an appraisal review submission for each parcel to the Hidalgo County Right of Way Department.

My fee schedule for this project is \$450.00 for each appraisal review report of each parcel. Additionally, if any updated appraisal reviews are necessary, an update will be accomplished for the reduced fee of \$225.00. My commitment is to complete all appraisal review reports and any updated review reports within the time line requested and specified by Hidalgo County.

My insurance is current as I have the Professional Liability (Errors and Emissions), General Liability, and Commercial Auto in compliance with Hidalgo County requirements. Attached are current Acord Certificates for the three types of required insurance.

Please advise if any additional information is needed. Thank you.

Sincerely,

HLH: hh
Attachments



Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

EXHIBIT "B"
APPRAISER'S RATE SCHEDULE

HLH APPRAISAL SERVICES
Specializing in Appraisal Review of Road and Drainage Projects

November 10, 2014

Ms. Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administrative Building
Edinburg, TX. 78539

RE: "Appraisal Review Services" for: "on call" Professional Services Agreement (under Purchase Order's on all job orders as requested by the County) for projects located within Hidalgo County Precinct #4

Dear Ms. Saenz:

This letter is in reference to your recent inquiry requesting my Scope of Services, Proposed Rate/Fee Schedule and Current Insurance Certificates for a "Professional Services Agreement" in connection to **"Review of Appraisal Services for : "Projects in General located within Hidalgo County Precinct No. 4 (on an as needed basis)."**

The Scope of Work Services for this appraisal review assignment is to prepare appraisal review reports of appraisal reports prepared by the primary appraiser on projects within Hidalgo County Precinct No. 4 on an as needed basis. More specifically, the scope of work also includes (1) to physically inspect the project and each parcel from the road right of way, (2) to review each appraisal report for USPAP compliance, and (3) to prepare and submit electronically an appraisal review submission for each parcel to the Hidalgo County Right of Way Department.

My fee schedule for this project is \$450.00 for each appraisal review report of each parcel. Additionally, if any updated appraisal reviews are necessary, an update will be accomplished for the reduced fee of \$225.00. My commitment is to complete all appraisal review reports and any updated review reports within the time line requested and specified by Hidalgo County.

My insurance is current as I have the Professional Liability (Errors and Emissions), General Liability, and Commercial Auto in compliance with Hidalgo County requirements. Attached are current Acord Certificates for the three types of required insurance.

Please advise if any additional information is needed. Thank you.

Sincerely,

HLH: hh
Attachments



Harvey L. Heerssen
TX.State Certified General Appraiser
No. TX-1327190-G

EXHIBIT “C”
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2014

PRODUCER Pisani and Associates 8588 Hwy 6 North Houston, TX 77095 281-855-7115	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Harvey L. Heersen DBA HLH Appraisal Services 6107 Aberton Forest Drive Houston, TX 77084	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Allstate Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Allstate Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Allstate Insurance													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	048963714 BAP	04/16/2014	04/16/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER Professional Liability	LSI012626-002	04/14/2014	04/14/2015	\$1,000,000 Each Claim \$2,000,000 Aggregate								

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

2010 Ford F-150

1FTEW1C87AFD03660

Endorsed with Hidalgo County as an additional insured and with a waiver if subrogation in favor of Hidalgo County.

CERTIFICATE HOLDER Hidalgo County Purchasing Department 2812 South Highway, BUS 281 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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
---	--

STANLEY MCDONALD AGCY II, INC/PHS
PO BOX 29611
CHARLOTTE NC 28229

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S BUSINESS HIGHWAY 281
EDINBURG TX 78539



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/14/2014

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 STANLEY MCDONALD AGCY IL, INC/PHS 715004 P:(866) 467-8730 F:(877) 538-8295 PO BOX 29611 CHARLOTTE NC 28229	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(866) 467-8730	FAX (A/C, No): (877) 538-8295
INSURED HARVEY L HEERSSEN D/B/A HLH APPRAISAL SERVICES 6107 ABERTON FOREST DR HOUSTON TX 77084	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Sentinel Ins Co LTD		11000
	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 HVYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			41 SBM ZP3811	04/14/2014	04/14/2015	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> General Liab	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED						RETENTION \$	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY STANLEY MCDONALD AGCY IL, INC/PHS		NAMED INSURED HARVEY L HEERSSEN D/B/A HLH APPRAISAL SERVICES	
POLICY NUMBER SEE ACORD 25		6107 ABERTON FOREST DR HOUSTON TX 77084	
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies in favor of the Certificate holder per the Business Liability Coverage Form SS0008 attached to this policy. County of Hidalgo are listed as additional insured. See the Business Liability Coverage Form SS0008 attached to this policy for Additional Insured provisions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/07/2014

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 LIA ADMIN. & INSURANCE SERVICES 1600 ANACAPA STREET SANTA BARBARA, CA 93101	CONTACT NAME: DANA DAMICO PHONE (A/C. No, Ext): 805-963-6624 FAX (A/C, No): 805-962-0652 E-MAIL ADDRESS: DANA@LIABILITY.COM														
INSURED HLH APPRAISAL SERVICES HARVEY L. HEERSSSEN 6107 ABERTON FOREST DRIVE HOUSTON, TX 77084 166125	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: LIBERTY SURPLUS INSURANCE CORP</td> <td style="text-align: center;">10725</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LIBERTY SURPLUS INSURANCE CORP	10725	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: LIBERTY SURPLUS INSURANCE CORP	10725														
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 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			LSI012626-002	04/14/2014	04/14/2015	\$1,000,000 EACH CLAIM \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY
 POLICY INCLUDES A WAIVER OF SUBROGATION (REFER TO VI. CONDITIONS (L) SUBROGATION OF THE LIBERTY POLICY)

CERTIFICATE HOLDER HIDALGO COUNTY PURCHASING DEPARTMENT 2812 S. HIGHWAY, BUS. 281 EDINBURG, TX 7853	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
--	--

Zimbra

leticia.saenz@co.hidalgo.tx.us

RE: Review & Approve -Contract # C-14-380-11-18-HLH Appraisal Services-Pct 4 (on call) Appraisal Review Services

From : Steve Crain <scrain@atlashall.com>

Mon, Nov 17, 2014 02:04 PM

Subject : RE: Review & Approve -Contract #
C-14-380-11-18-HLH Appraisal Services-Pct 4 (on call)
Appraisal Review Services

 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Good to go.

From: Leticia H. Saenz [<mailto:leticia.saenz@co.hidalgo.tx.us>]

Sent: Monday, November 17, 2014 1:52 PM

To: Steve Crain; Marynel Trevino

Subject: Re: Review & Approve -Contract # C-14-380-11-18-HLH Appraisal Services-Pct 4 (on call)
Appraisal Review Services

Mr. Crain-

Please review & approve as to form (attached hereto) now with updated/current W/C Affidavit for HLH.

Please advise.

Thanks.

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: Monday, November 17, 2014 11:13:07 AM

Subject: RE: Review & Approve -Contract # C-14-380-11-18-HLH Appraisal Services-Pct

Subject: Review & Approve - Contract # C-14-380-11-18-HLH Appraisal Services-Pct 4 (on call) Appraisal Review Services

Mr. Crain-

Please review and approve as to form agreements (attached hereto) for the purposes of "on call" Professional "Appraisal Review" Services -**HARVEY L. HEERSEN** d/b/a **HLH APPRAISAL SERVICES** for Precinct #4

Note: will be placed on the next CC agenda for final approval.

Please advise.

Thanks.

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...😊



image001.gif
345 B

Zimbra

leticia.saenz@co.hidalgo.tx.us

RE: **Review & Approve (on call) Agreement #s C-14-378-11-18-Dos Logistics Inc. & C-14-379-11-18-Dos Land Surveying for Precinct 4**

From : Steve Crain <scrain@atlashall.com>

Mon, Nov 17, 2014 07:25 AM

Subject : RE: Review & Approve (on call) Agreement #s
C-14-378-11-18-Dos Logistics Inc. &
C-14-379-11-18-Dos Land Surveying for Precinct 4

📎 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]

Sent: Friday, November 14, 2014 4:40 PM

To: Steve Crain; Marynel Trevino

Cc: Maria Lucio; Martha Salazar; Darlene H. Betancourt

Subject: Review & Approve (on call) Agreement #s C-14-378-11-18-Dos Logistics Inc. & C-14-379-11-18-Dos Land Surveying for Precinct 4

Importance: High

Mr. Crain-

Please review and approve as to form agreements (attached hereto) for the purposes of "on call" **Professional Engineering Services (Dos Logistics Inc.) & Professional Surveying Services (Dos Land Surveying) for Precinct #4**

Note: will be placed on the next CC agenda for final approval.

Please advise.

Thanks.

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...😊

Zimbra

leticia.saenz@co.hidalgo.tx.us

RE: Review & Approve (on call) Agreement #s C-14-378-11-18-Dos Logistics Inc. & C-14-379-11-18-Dos Land Surveying for Precinct 4

From : Steve Crain <scrain@atlashall.com>

Mon, Nov 17, 2014 07:25 AM

Subject : RE: Review & Approve (on call) Agreement #s
C-14-378-11-18-Dos Logistics Inc. &
C-14-379-11-18-Dos Land Surveying for Precinct 4

📎 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]

Sent: Friday, November 14, 2014 4:40 PM

To: Steve Crain; Marynel Trevino

Cc: Maria Lucio; Martha Salazar; Darlene H. Betancourt

Subject: Review & Approve (on call) Agreement #s C-14-378-11-18-Dos Logistics Inc. & C-14-379-11-18-Dos Land Surveying for Precinct 4

Importance: High

Mr. Crain-

Please review and approve as to form agreements (attached hereto) for the purposes of "on call" **Professional Engineering Services (Dos Logistics Inc.) & Professional Surveying Services (Dos Land Surveying)** for Precinct #4

Note: will be placed on the next CC agenda for final approval.

Please advise.

Thanks.

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...😊

AI-47273

Purchasing Department 15. F. 1.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Cmdr. D. Munoz,
HC-HIDTA

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(7)(A); items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

B. Approval of a "Sole Source Declaration" for "CelleBrite-Universal Forensic Products" for the purchase of the upgraded version of the UFED System to the UFED Logical Touch Model (as current model obsolete and will no longer be supported) by CelleBrite; including any present, future accessories, licenses, maintenance and support services to be used by HIDTA Task Force and other related Hidalgo County Law Enforcement Agencies (all funding sources) with said declaration to remain in effect while declaration is in place or until revoked by HCCC;

C. Approval for HIDTA Task Force to purchase the "UFED Logical Touch Model" through assigned requisition #266620 in the amount of \$5,683.99 pursuant to the surplus processing by Hidalgo County's Fix Asset Division for the purposes of removing item from the asset inventory thus allowing HIDTA for trade-in credit as reflected in the proposed quote.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 1252-412-00-270-0-120-748

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 11/14/14: \$11,000.00.

Attachments

Sole Source Documentation
form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/14/2014 01:51 PM
Budget & Management	Veronica Ortiz	11/14/2014 01:53 PM
Sylvia Solis	Veronica Ortiz	11/14/2014 02:57 PM
Auditor's Office	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Vangie Garcia		Started On: 11/05/2014 08:29 AM
	Final Approval Date: 11/14/2014	



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

“SOLE SOURCE DECLARATION”

TO: Hidalgo County Commissioner’s Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent *MS*

DATE: November 18, 2014

RE: “Sole Source Declaration” – CelleBrite (Universal Forensic Products)

On June 8, 2012, HIDTA Task Force purchased a “UFED SYSTEM DEVICE” which is a hand-held cellular operation device for the purposes of extracting phonebook, pictures, videos, SMS messages, calls histories, etc. as part of utilization by the Task Force throughout an investigation.

HIDTA Task Force is now requiring to upgrade the “UFED SYSTEM DEVICE” due to item becoming obsolete by CelleBrite and replaced by the upgraded version to a “UFED TOUCH LOGICAL DEVICE” thus allowing HIDTA Task Force’s continuation of use for such investigations.

Therefore, HIDTA Task Force requires the replacement and upgraded version inclusion of proprietary components under “CelleBrite-Universal Forensic Products”, (i.e. licenses/technical services user licenses/annual support of software, maintenance support, plus any other additional accessories) from CelleBrite-Universal Forensic Products due to such proprietary rights under the Texas Local Gov. Code 262.024 (a)(7)(A).

To include if necessary, other related Hidalgo County Law Enforcement Agencies (all funding sources) with said declaration to remain in effect while declaration is in place or until revoked by HCCC.

Cellebrite USA, Inc.
 7 Campus Drive
 Suite 210
 Parsippany, NJ 07054

Quote

Quote Number:

Q-38012-H

Quote Date:

11/5/2014

Tel: 201-848-8552
 Fax: 201-848-9982
 Tax ID#: 22-3770059

Quote to:

Hidalgo County High Intensity Drug Traffic
 3100 S. Closner

Edinburg, TX 78539

Contact: Chris Yates

Phone #: 956 381 0444

Quote Ship to:

Hidalgo County High Intensity Drug Traffic
 3100 S. Closner

Edinburg, TX 78539

Customer ID	Good Thru	Payment Terms	Sales Rep
HIDTA-3100	11/30/2014	Net 30	John Bigler

Quantity	Item	Description	List Price	Ext. Price
1	KIT UFED TOUCH TRADE - L2L	KIT UFED TOUCH TRADE Logical to Logical	\$4,499.99	\$4,499.99
	FOREN-GLOVE	UFED Rubberized/Shockproof Housing		
	2ALL	All Cables & Power Charging Tips are included		
	ORGANIZER-UFED	Cable & Power Tips Organizer		
	FOREN-CASE	UFED Padded Carrying Case		
	FOREN-MICROSIMADAPTR	UFED Micro SIM Adapter		
	FOREN-SIM	UFED SIM ID Cloning Cards		
	FOREN-MICROSIM	UFED MICRO SIM ID Cloning Cards		
	8PS1000ma	Power Supply 12v 1000ma		
	FOREN-CAR	Car Power Adaptor		
	FOREN-USB	USB Flash Drive		
	UFED-DATACONN	Data Connectivity Cable		
	C-PWRUPCABLE	Phone Power Up Cable		
	FOREN-BRUSH	UFED Cleaning Brush		
	FOREN-CARDREAD	Memory Card Reader		
	D-Trade Logical License NOTE	Trade in of UFED CLASSIC Logical Device does NOT renew nor extend the license of the UFED TOUCH Logical Device. Licenses still MUST be renewed.		
1	SWUFTOUCH-1	UFED TOUCH Logical Software Renewal - One Year	\$1,099.00	\$1,099.00
1	SHIPPING-Forensic	Shipping & Handling Forensic Charges	\$85.00	\$85.00

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - M777) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:

- Payment terms: Net 30 ; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: <http://www.cellebrite.com/us/tc>)

Subtotal:	Continued
S&H Amount:	Continued
Sales Tax:	Continued
Total:	Continued

Cellebrite USA, Inc.
 7 Campus Drive
 Suite 210
 Parsippany, NJ 07054

Quote

Quote Number:

Q-38012-H

Quote Date:

11/5/2014

Tel: 201-848-8552
 Fax: 201-848-9982
 Tax ID#: 22-3770059

Quote to:

Hidalgo County High Intensity Drug Traffic
 3100 S. Closner

Edinburg, TX 78539

Contact: Chris Yates

Phone #: 956 381 0444

Quote Ship to:

Hidalgo County High Intensity Drug Traffic
 3100 S. Closner

Edinburg, TX 78539

Customer ID	Good Thru	Payment Terms	Sales Rep
HIDTA-3100	11/30/2014	Net 30	John Bigler

Quantity	Item	Description	List Price	Ext. Price
		UFED serial number 5579254 New license period will be 3/1/2015 through 2/28/2016 Please Note: The UFED Touch Logical MSRP is \$5,999 plus shipping. The trade in credit for this purchase is \$400.		

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - M777) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:

- Payment terms: Net 30 ; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: <http://www.cellebrite.com/us/tc>)

Subtotal:	\$5,683.99
S&H Amount:	
Sales Tax:	\$0.00
Total:	\$5,683.99



Universal Forensic Products

7 Campus Drive.
Parsippany, NJ 07054
Tel: 201-848-1804
Fax: 201-848-9982

10/03/2014

To whom it may concern,

This letter identifies Cellebrite USA Inc. as the sole developer and provider of the UFED Forensic System. Cellebrite USA Inc. was established in 1999. Cellebrite USA is incorporated in state of Delaware and our U.S. & Canadian operations are based in Parsippany, NJ. Cellebrite USA has been selling direct for the past 15 years and we do not sell to any first source, GSA or other resellers.

With over 55 carriers in the U.S. and over 100 worldwide we are the exclusive provider of mobile synchronization systems for Verizon Wireless, AT&T, Sprint/Nextel, T-Mobile, Metro PCS, Western Wireless, US Cellular, Cricket Communications as well as thousands of privately held cellular retailers.

The Cellebrite UFED System is the only hand-held, cellular exploitation device worldwide that requires no PC or associated phone drivers. The UFED system will quickly extract phonebook, pictures, videos, SMS messages, calls histories, ESN/IMEI information, and deleted SMS/call histories off the SIM/USIM for rapid analysis. Cellebrite supports all the major technologies (TDMA, CDMA, GSM, IDEN) including , Smartphone operating systems and PDAs (Apple iPhone, Blackberry, Google Android, Microsoft Mobile, Palm and Symbian) for over 95% of all handset models worldwide.

Cellebrite's competitive advantage is its extraction speed, intuitive user interface that is operable with little to no training. With our exclusive nationwide carrier agreements we are receiving pre-production handsets and source codes from the cell phone manufacturers 6 months prior to retail launch which is a major advantage for research and development.

With over 500,000 units sold worldwide and hundreds of thousands of end-users, our products have been deployed reliably and effectively throughout the world for both commercial data synchronization and forensic data analysis. Our forensic customers include the Department of Defense, Federal Government, Intelligence Organizations, Military, and Law Enforcement Divisions.

Please feel free to contact us with any questions.

Regards,

Manager of Forensic Sales
Office. (201) 848-8552 ex 137

**Tax ID: 22-3770059 • DUNS: 033095568 • CAGE: 4C9Q7
Small Business • ORCA Registration Complete**

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Zacil Ackerman
a person known to me to be the person whose signature appears below, whom after being duly sworn
upon his/her oath deposed and said:

1. My name is Zacil Ackerman. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Cellebrite USA Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
UFED mobile Forensics Products & Software
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature 

SWORN AND SUBSCRIBED TO under oath before me on 5th day of November, 2014.


NOTARY PUBLIC

John Bigler
PRINTED NAME

JOHN BIGLER
MY COMMISSION EXPIRES **7/22/2016**
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2346193

COMPANY NAME: Cellebrite USA Inc.
ADDRESS, CITY, STATE & ZIP CODE: 7 CAMPUS DR Suite 210
PHONE: 201-848-8552 x 138 NUMBER: _____
CONTACT NAME AND TITLE: Inside Sales
WEB ADDRESS: _____ EMAIL: John.Bigler@cellebrite.com
FEDERAL TAX ID NUMBER: 22-3770059 TEXAS SALES TAX NUMBER: _____

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, Sec. 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, Sec. 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, Sec. 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, Sec. 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, Sec. 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, Sec. 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, Sec. 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, Sec. 12.004, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 689 (H.B. 1764), Sec. 1, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 1266 (H.B. 987), Sec. 4, eff. June 19, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 4.04, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.002 (23), eff. September 1, 2013.

Sec. 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, Sec. 3, eff. Sept. 1, 2001.

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased,

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

DEPARTMENT NAME _____ LOCATION _____
 TRANSFER TO: Surplus/Trade-in 9999
 TRANSFER FROM: H.I.D.T.A. 270
 NAME (PRINT Nelda Olivarez) 381-0444 FAX NO.: _____
 CONTACT INFORMATION: _____
 ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
 (NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)
 E-MAIL: _____
 TF# _____
 INITIAL BY STAFF: _____
 SAFETY DIVISION (FOR SURPLUS OF VEHICLES): _____
 DATE: _____

DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./VIN	CURRENT CONDITION	FIXED ASSET DIVISION USE ONLY					
				PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC
1 USED EXCHANGE FROM UME36	55951	5579254	F		270	12913515			
2									
3									
4									
5									
6									
7									
8									
9									
10									

DEPT. FROM 270 TO 9999
 AMOUNT \$ 3515- \$ 3515-

JUSTIFICATION FOR TRANSFER: _____ TRADE-IN FOR DISCOUNT ON NEW ONE

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken
 PLEASE USE BLUE INK TO SIGN

The transfer is hereby approved by the Purchasing Agent
 MARTH A L. SALAZAR
 PRINT NAME _____ SIGNATURE _____ DATE 11/7/20
 Contact Person transferring item(s) out
 Dora I. Alvarez
 PRINT NAME _____ SIGNATURE _____ DATE 11/7/20
 Person receiving item(s)
 Agueda Garcia
 PRINT NAME _____ SIGNATURE _____ DATE 11/7/19
 Reviewed & Processed by FA Division
 PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
 HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539
 TO BE INITIALED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.
 DATE _____ INITIAL _____
 EFFECTIVE DATE 03/01/13

AI-46895

Purchasing Department 15. G. 1.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: N. Longoria, Dir.
HCWIC Prog.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of responsible vendor submitting the lowest and best bid as detailed in tabulation sheet contained herein & meeting all specifications and/or requirements for the purpose of award and approval of contract (not exceed the statutory procurement threshold of \$50K) for the Request for Sealed Quotes titled: Hidalgo County WIC Program -"Purchase of Medical Gloves" through project No.: 2014-304-09-05-SGS.

BACKGROUND

1. Contract will commence upon approval of Commissioner's Court.
2. Contract document was reviewed and approved by Legal Counsel as to form.
3. Project will be on an "As Needed Basis"

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 4-1292-441-00-350-001-5-604

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

WIC -\$ 65,569.79 as of 11/10/14

Project on an "As Needed Basis"

Attachments

Recommendation, tab , participation log

SAMS Verification

Contract

legal's approval

2013 & 2014 Expenditures

Form Review

Inbox
Purchasing Department
Budget & Management
Auditor's Office

Reviewed By
Marty Salazar
Debbie Tamez
Monica Badillo

Date
11/13/2014 10:21 AM
11/13/2014 04:02 PM
11/14/2014 05:21 PM
Started On: 10/09/2014 11:23 AM

Form Started By: Sandy Suarez

Final Approval Date: 11/14/2014



Hidalgo County Purchasing Office
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629



MEMORANDUM
 Recommendation/Concurrence

TO Norma Longoria, Director
 Hidalgo County WIC Program

ATTN: Mague Gonzalez, Admin.Assist. II via email: mague.gonzalez@wic.co.hidalgo.tx.us

FROM: Sandy Suarez, ^{SS} Buyer II
 Hidalgo County Purchasing Department

DATE: September 05, 2014

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST AND /OR REJECTION**
RFSQ No. 2014-304-09-05-SGS-Hidalgo County WIC Program- "Purchase Of Medical Gloves"

We have received four (4) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the RFSQ responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the bidder meeting all specifications/requirements and/or rejection of all responses and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us, Please return by September 11, 2014 by 10:00 a.m.**

Indicate the Recommended Vendor and/or reason of rejection in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS: Please award to lowest bidder Emergency Med. Products Inc.
Budget Acct No.: 4.1292.441.00/350.001.4.604

<i>Norma L. Longoria</i>	Norma Longoria	WIC	09/16/14
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

Hidalgo County WIC Program
“Purchase of Medical Gloves”
RFB No.: 2014-304-09-05-SGS
TABULATION SHEET

COMPANIES		Emergency Med. Products, Inc		BoundTree Medical, LLC	
5	Vinyl Exam Gloves- Small (powder free-non sterile)	\$2.55	per bx	\$3.78	per bx
		\$ 25.50	per cs	\$37.80	per cs
		100	qty per bx	100	qty per bx
		10	boxes per cs	10	boxes per cs
6	Vinyl Exam Glove- Medium (powder free-non sterile)	\$2.55	per bx	\$3.78	per box
		\$ 25.50	per cs	\$37.80	per cs
		100	qty per bx	100	qty per bx
		10	boxes per cs	10	boxes per cs
7	Vinyl Exam Gloves- Large (powder free-non sterile)	\$2.55	per bx	\$3.78	per bx
		\$25.50	per cs	\$37.80	per cs
		100	qty per bx	100	qty per bx
		10	boxes per cs	10	boxes per cs
8	Alasta Nitrile Gloves- Large (powder free-non sterile)	\$4.61	per bx	\$6.08	per bx
		\$46.10	per cs	\$60.80	per cs
		100	qty per bx	100	qty per bx
		10	boxes per cs	10	boxes per cs

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDERS LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFSQ-RFI**

BID OPENING DATE: SEPTEMBER 05, 2014 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: Hidalgo County WIC Program-“Purchase of Medical Gloves”
BID NO: 2014-304-09-05-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUES T VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) Hemo Cue, Inc. Attn: Ty Sheehey tye.e.sheehey@hemocue.com	(BLM)	Sandy Suarez	08/18/14	40 Empire Dr. Lake Forest, CA 92630 (O) 800-881-1611 (F) 949-859-3080 (Rep) 512-661-8209
2.) Accion Rehab Inc. Attn: Rick Silva rsilva@accionrehab.com	(BLM)	Sandy Suarez	08/18/14	4853 N. McColl Road McAllen, TX 78504 956-630-5881
3.) Henry Schein Attn: Hector Rodriguez hector.rodriguez@henryschein.com	(BLM)	Sandy Suarez	08/18/14	102 Fresno Drive Edinburg, Tx 78542 956-457-3111 (cell) 956-380-6968 (fax)
4.) Moore Medical LLC Bonnie Irish bid@mooremedical.com	(BLM)	Sandy Suarez	08/18/14	1690 New Britain Ave Farmington CT 06032 Tel: 800.234.1464 Ext 5393 Fax: 877.354.5916
5.) Central Texas Medical Supplies Attn: Margaret. margaretgrant@sbcglobal.net	(BLM)	Sandy Suarez	08/18/14	8012 Georgian Dr. Austin, TX. 78753 P# 512-451-9704
6.) Marley Price QuadMed, Inc. marley@quadmed.com	(BLM)	Sandy Suarez	08/18/14	PO Box 550773 Jacksonville, FL 32255 Phone 800.933.7334 Fax 904.880.2303
7.) Products Unlimited, Inc. Rebekah Enright Rebekah@products-unlimited.com	(BLM)	Sandy Suarez	08/18/14	P.O. Box 339 Justin, TX 76247 (940) 648-3073 tel (940) 648-3407 fax
8.) Central Texas Medical Equip & Supplies Mark Ita ctmes@att.net	Email	Sandy Suarez	08/18/14	P- 512-451-9704 F- 512-451-9760
9.) Boundtree Valia Way valia.way@boundtree.com	Email	Sandy Suarez	08/18/14	5000 Tuttle Crossing Dublin, Ohio 43016 P- 800-533-0523 x 5370 F- 877-311-2437
10.) Products Unlimited, Inc Hannah Taylor hannah@products-unlimited.com	Email	Sandy Suarez	08/18/14	PO Box 339 Justin, TX. P- 800-865-4683 F- 940-648-3407
11.) Henry Schein Scott Bruner scott.bruner@henryschein.com	Email	Sandy Suarez	08/18/14	P- 800-845-3550 F- 800-533-4793

12.) McKesson Medical-Surgical Rebecca Osburne rebecca.osburne@mckesson.com	Email	Sandy Suarez	08/18/14	8121 10th Avenue North Golden Valley, MN 55427 P- 800-328-8111 F- 800-237-9766
13.) Stark Medical Inc. National Vein Technologies, LLC Dane Thomas Dane@NationalVein.com	Email	Sandy Suarez	08/18/14	Office 813-347-9229 ext 101 cell 813-220-9099 eFax 813-200-8425
14.)Emergency Medical Products School Kids Healthcare Chad Carlson chadc@buyemp.com www.buyemp.com	Email	Sandy Suarez	08/18/14	5235 International Drive – Suite B Cudahy, WI 53110 800.558.6270 x7510 Fax 800.558.1551
15.)Quality Medical Supplies Attn: Armando Rodriguez qualitymedicalsupply@yahoo.com	Email	Sandy Suarez	08/18/14	805 N. Cage Ste F Pharr, TX. 78577 956-624-7020 C 956-283-8703 O

VIA:

IN PERSON (IP)

TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)

E-MAIL (EM)

USER NAME PASSWORD **LOG IN**

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

Emergency Medical Products, Inc. 5235 International Dr Ste B
 DUNS: 061738290 CAGE Code: 2Y511 Cudahy, WI, 53110-1824,
 Status: Active UNITED STATES

Entity Overview

- › [Entity Overview](#)
 - › [Entity Record](#)
 - › [Core Data](#)
 - › [Assertions](#)
 - › [Reps & Certs](#)
 - › [POCs](#)
 - › [Reports](#)
 - › [Service Contract Report](#)
 - › [BioPreferred Report](#)
 - › [Exclusions](#)
 - › [Active Exclusions](#)
 - › [Inactive Exclusions](#)
- [RETURN TO SEARCH](#)

Entity Information

Name: Emergency Medical Products, Inc.
Doing Business As: E M P
Business Type: Business or Organization
POC Name: Bradley Smith
Registration Status: Active
Activation Date: 07/28/2014
Expiration Date: 07/23/2015

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.1972.20140711-1717

WWW7

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



REQUIREMENTS AGREEMENT
C-14-304-11-18

THIS AGREEMENT (the "Agreement") is entered into effective as 18th day of November, 2014 by and between Emergency Medical Products, Inc., a **Wisconsin Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Medical Gloves,**" as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good 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 to Buyer, all of the Products that Buyer may require for use by Buyer in "**Medical Gloves**" in the areas of **HIDALGO COUNTY** projects for a period of (1) one year from November 18, 2014 to November 17, 2015 with the option to renew for an additional one year under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller 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. Buyer may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict

between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

- b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.
- d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
- e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
 Attention: County Judge
 302 W. University Drive
 Edinburg, Texas 78539

If to Seller: Emergency Medical Products, Inc.
 Bradley G. Smith, GM-Contracts
 5235 International Drive – Suite B
 Cudahy, Wisconsin 53110

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. **Additional Documents.** The parties hereto covenant and agree that they will execute

such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

- g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- h. **Assignment.** This Agreement shall not be assignable.
- i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate
- k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.
- l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).
- m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming Buyer as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to Buyer certificates of such insurance coverage.
- n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:
 - (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit,

demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Buyer.

(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 Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

EXECUTED effective as of the day and year first above written.

Seller:
HIDALGO COUNTY

Buyer:
Emergency Medical Products, Inc.

Ramon Garcia, County Judge

By: _____
Printed Name: _____
Title: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By: _____

EXHIBIT "A"

Request for Bid (RFB)

Procurement Packet



PURCHASING DEPARTMENT
County Of Hidalgo

August 18, 2014

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY WIC PROGRAM**
Request for Seals Quotes -**"PURCHASE OF MEDICAL GLOVES"**
RFSQ Bid No: 2014-304-09-05-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Sealed Quotes process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

A handwritten signature in cursive script that reads "Sandy Suarez".

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

Enclosures



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

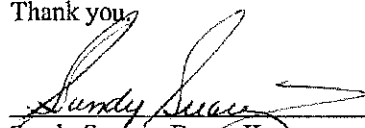
REQUEST FOR SEALED QUOTES (RFSQ)
TABLE OF CONTENTS

HIDALGO COUNTY WIC PROGRAM
"PURCHASE OF MEDICAL GLOVES"
RFSQ NO: 2014-304-09-05-SGS

Item	Description	No. of Pages
1.	Request for Sealed Quotes Letter	1
2.	Request for Sealed Quotes, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	3
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	7

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you


Sandy Suarez, Buyer II
Hidalgo County Purchasing

August 18, 2014

Date

LEGAL NOTICE

REQUEST FOR SEALED QUOTE

Hidalgo County WIC Program

“Purchase of Medical Gloves”

RFSQ NO.: 2014-304-09-05-SGS

RFSQ No: 2014-304-09-05-SGS

Buyer: Sandy Suarez

Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY WIC PROGRAM

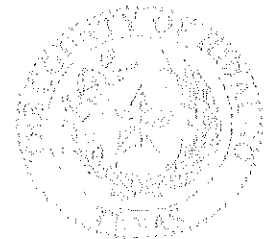
"PURCHASE OF MEDICAL GLOVES"

OPENING DATE:

SEPTEMBER 05, 2014 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539



956 318-2626

Form HCPD-03

1. Sealed quotes will be received for **"- HIDALGO COUNTY WIC PROGRAM- "PURCHASE OF MEDICAL GLOVES"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants 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 RFSQ.
2. All RFSQs are required with the Participants 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: **"RFSQ NO.: 2014-304-09-05-SGS- HIDALGO COUNTY WIC PROGRAM - PURCHASE OF MEDICAL GLOVES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. Friday, SEPTEMBER 05, 2014.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFSQs RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFSQ NO.: 2014-304-09-05-SGS.

Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all RFSQs 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 RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the RFSQ 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 RFSQs and re-advertise.
5. **For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.**
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 RFSQs including catalogue numbers and any necessary references.
7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQ.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ 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 Sealed Quotes. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.
10. County reserves the right to accept or reject any or all RFSQs.
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 RFSQ 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 card 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 of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:** (if applicable)
 - 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 Participant
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and contract number (if any)
 - d) Notation-"**HIDALGO COUNTY WIC PROGRAM-PURCHASE OF MEDICAL GLOVES**" 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
Ray Eufrazio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

<u>RFSQ Opening 9:30 A.M.</u>	<u>SEPTEMBER 05, 2014</u>
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. ~~BID OR PERFORMANCE BOND; PAYMENT UNDER CONTRACT (IF APPLICABLE FOR PUBLIC WORKS PROJECTS):~~

- ~~• If the contract proposed is for the construction of public works or is for a contract 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.~~
- ~~• 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 materialmen have been paid.~~
- ~~• If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~• For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

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 RFSQ 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. RFSQs, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective participant, by submitting a RFSQ, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
 - 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 Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful participant 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 participant, or of any agent, employee, subcontractor or supplier of successful participant 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 participant 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 participant'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 participant.
28. Successful participant 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 Sealed Quote shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant 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 participant 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.

Request for Seal Quote
for
HIDALGO COUNTY WIC PROGRAM
"PURCHASE OF MEDICAL GLOVES"

To: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its RFSQ, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

EXHIBIT “A”
SPECIFICATIONS/REQUIREMENTS

REQUEST FOR SEALED QUOTE

Hidalgo County WIC Program

““Purchase of Medical Gloves””

RFSQ NO.: 2014-304-09-05-SGS

Exhibit "A"
Hidalgo County WIC Program
"PURCHASE OF MEDICAL GLOVES"
RFSQ NO.: 2014-304-09-05-SGS

QUOTE DUE DATE: SEPTEMBER 05, 2014

I. **OVERVIEW:**

Hidalgo County WIC Program is currently soliciting sealed quotes from qualified vendors to furnish Medical Gloves in accordance with specifications/requirements specified herein and including, but not limited to, the following.

II. **SPECIFICATIONS:**

- Provide original manufacturer items
- All items will be on an "As Needed Basis" there is no guaranteed annual volume.
- Product must be packaged in a manner that will afford reasonable protection against moisture and contamination at all times. Items must be furnished in manufacturer's original unopened package or container.

III. **REQUIREMENTS:**

1. **Sample of gloves must be submitted, to establish quality.** Company's information & instructions for the return of samples, once examination of items has been completed.
2. Required delivery time shall be within five (5) days maximum from the date order is placed.
3. Bidder must have been in business for at least two (2) years.
4. Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.

IV. **PRODUCTS & ESTIMATED ANNUAL USAGE FROM PRIOR CONTRACTS:**

DESCRIPTION	QUANTITY
1. Vinyl Exam Gloves – (Small) powder free-non sterile box -100	1500
2. Vinyl Exam Gloves – (Medium) powder free-non sterile box -100	5000
3. Vinyl Exam Gloves – (Large) powder free-non sterile box -100	600
4. Alasta Nitrile Glovers – (Large) powder free–non sterile box -100	600

V. RETURN OR CREDIT ON MERCHANDISE:

Items meeting the following criteria shall be exchangeable or creditable at the contracted price.

- Trademarked or Non-Trademarked items in original unopened package in accordance with Bidder(s) return goods policy.
- Any products that arouse questionable physical properties. The County reserves the right to return such product to the Contractor for credit or immediate replacement. Return of such products shall not require prior notification to the Contractor.

VI. TERMS AND CONDITIONS:

1. The contract term shall be for an initial period of one (1) year with County's option to renew for an additional one (1) year term, under the same rates, terms and conditions.
2. Hidalgo County reserves the right to continue this bid for a sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.
3. If at any time it appears that Hidalgo County will exceed \$50,000.00 within the fiscal year, all service(s) will be suspended until a contract is obtained through the Hidalgo County bidding process.
4. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.
5. Any contract awarded to a successful bidder will be in effect until;
 - A.) The contract expires
 - B.) Delivery acceptance of products and/or performance of services ordered, or
 - C.) Terminated by County with thirty (30) day's written notice prior to be cancellation
6. Hidalgo County reserves the right reject any/all request for sealed quotes and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most valuable to Hidalgo County.
7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
8. Hidalgo County reserves the right to hold the quote for a period of ninety (90) days without taking any action.
9. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded vendor.

10. Name Brands: 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. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

VII. QUOTE DEADLINE:

Deadline for quote submission is Friday, SEPTEMBER 05, 2014 at 9:30 A.M.

One (1) original and three (3) copies of the sealed quote shall be addressed to:

Martha L. Salazar, CPPB/Purchasing Agent
Attn: Sandy Suarez
Hidalgo County Purchasing Department
New Administration Building
2802 S, Business Hwy. 281
Edinburg, Texas 78539
RFSQ No.: 2014-304-09-05-SGS

VIII. ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Martha Salazar, Attn: Sandy Suarez, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or VIA E-MAIL to: sandy.suarez@co.hidalgo.tx.us by no later than, Wednesday, AUGUST 27, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via email by no later than Friday, AUGUST 29, 2014 by 5:00 p.m.

EXHIBIT "B"
QUOTE PAGE

REQUEST FOR SEALED QUOTE

Hidalgo County WIC Program

“Purchase of Medical Gloves”

No.: 2014-304-09-05-SGS

EXHIBIT "B"
 BID PAGE
 HIDALGO COUNTY WIC PROGRAM
 "MEDICAL SUPPLIES - GLOVES"
 RFSQ NO 2014-304-09-05-SGS

Unit price for Gloves as requested, but not limited to, meeting the minimum Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

Internal use only- Commodity Code# 201-42

	DESCRIPTION OF PRODUCTS (powder free-non sterile)	QUANTITY PER BOX	BOXES PER CASE	TOTAL UNIT PRICE
1	Vinyl Exam Gloves - Small (powder free-non sterile)			\$
2	Vinyl Exam Gloves- Medium (powder free-non sterile)			\$
3	Vinyl Exam Gloves- Large (powder free-non sterile)			\$
4	Alasta Nitrile Gloves- Large (powder free-non sterile)			\$

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

Bidder/Company Name: _____

Address: _____

City/State/Zip: _____

Phone No/Fax No: _____

Cell Phone No: _____

E-Mail Address: _____

Authorized Signature: _____

Title: _____

EXHIBIT “C”
INSURANCE REQUIREMENTS

REQUEST FOR SEALED QUOTE

Hidalgo County WIC Program

“Purchase of Medical Gloves”

No.: 2014-304-09-05-SGS

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as **additional insured** 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 THEIR 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				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA AGG \$
					AUTO ONLY EA AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS FORM MUST ACCOMPANY BID PACKET)

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, _____, possess all of the APPLICABLE:

- 1. Licenses: _____.
- 2. Bonds (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. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

(THIS FORM MUST ACCOMPANY BID PACKET)

EXHIBIT “D”

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR SEALED QUOTE

Hidalgo County WIC Program

“Purchase of Medical Gloves”

No.: 2014-304-09-05-SGS

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

VENDOR'S
APPLICATION
&
W-9 FORM

REQUEST FOR SEALED QUOTE

Hidalgo County WIC Program

“Purchase of Medical Gloves”

No.: 2014-304-09-05-SGS

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (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/Vendor. 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: _____

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: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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 <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																			
Social security number																					
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Employer identification 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), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
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 3.	

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

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.

Abuse 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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-9 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that 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
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 467(g) plan

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, apply for a TIN and 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 U.S. 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, or 5 below 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 code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ¹
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. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING
DEBARMENT

REQUEST FOR SEALED QUOTE

Hidalgo County WIC Program

“Purchase of Medical Gloves”

RFSQ NO.: 2014-304-09-05-SGS

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"
 BID PAGE
 HIDALGO COUNTY WIC PROGRAM
 "MEDICAL SUPPLIES - GLOVES"
 RFSQ NO 2014-304-09-05-SGS

Unit price for Gloves as requested, but not limited to, meeting the minimum Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

Internal use only- Commodity Code# 201-42

	DESCRIPTION OF PRODUCTS (powder free-non sterile)	QUANTITY PER BOX	BOXES PER CASE	TOTAL UNIT PRICE
1	Vinyl Exam Gloves - Small (powder free-non sterile) DYNAREX # 2611 (EMP, INC. #SPF100S)	100	10	\$ 2.55/Box
2	Vinyl Exam Gloves- Medium (powder free-non sterile) DYNAREX # 2612 (EMP, INC #SPF100M)	100	10	\$ 2.55/Box
3	Vinyl Exam Gloves- Large (powder free-non sterile) DYNAREX # 2613 (EMP, INC #SPF100L)	100	10	\$ 2.55/Box
4	Alata Nitrile Gloves- Large (powder free-non sterile) DYNAREX # 2512 (EMP, INC # D2512)	100	10	\$ 4.61/Box

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

Bidder/Company Name: EMERGENCY MEDICAL PRODUCTS, INC.
 Address: 5235 INTERNATIONAL DRIVE - Suite B
 City/State/Zip: CUDAHY WI 53110
 Phone No/Fax No: 800-558-6270 / 800-558-1551
 Cell Phone No: 262-366-6342
 E-Mail Address: BRADS@BUYEMP.COM
 Authorized Signature: Bradley D [Signature]
 Title: GM-CONTRACTS

b
d
c

d
d

Zimbra

sandy.suarez@co.hidalgo.tx.us

RE: RFSQ No.: 2014-304-09-05-SGS - Hidalgo County WIC Program- "Medical Gloves" Clarification

From : Chad Carlson
<Chad.Carlson@BuyEMP.com>

Fri, Sep 05, 2014 12:38 PM ..

Subject : RE: RFSQ No.: 2014-304-09-05-SGS
- Hidalgo County WIC Program-
"Medical Gloves" Clarification

To : Sandy Suarez
<sandy.suarez@co.hidalgo.tx.us>

Hi Sandy,

All the gloves bid are packaged 100/box, 10 boxes per case. The case price for the vinyl would be \$25.50 per case and the nitrile would be \$46.10 per case.

Thanks again !

Chad Carlson
Emergency Medical Products
School Kids Healthcare
5235 International Drive -- Suite B
Cudahy, WI 53110
800.558.6270 x7510 | Fax 800.558.1551
chadc@buyemp.com | www.buyemp.com
www.schoolkidshealthcare.com

.....
Customer Service 800.558.6270 | Fax 800.558.1551

From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]

Sent: Friday, September 05, 2014 11:56 AM

To: Carlson, Chad

Subject: RFSQ No.: 2014-304-09-05-SGS - Hidalgo County WIC Program- "Medical Gloves" Clarification

Importance: High

Good Afternoon Chad,

I am in the process of reviewing your RFSQ response. Please clarify

how much a case of each of the vinyl gloves (S,M& L) would be and also the Nitrile gloves (L) via email. Thank you!

Any concerns, please let me know.

--

Respectfully,

Sandy Suarez, Buyer II

Hidalgo County Purchasing Department
2802 S. Bus Hwy. 281
Edinburg, TX. 78539
(956) 318-2626 ext. 4860

(956) 292-7612 fax

sandy.suarez@co.hidalgo.tx.us

PRIVILEGED AND CONFIDENTIAL: The information contained in this electronic message and any attachments are confidential property and intended only for the use of the addressee. Any interception, copying, accessing, or disclosure or distribution of this message is prohibited, and sender takes no responsibility for any unauthorized reliance on this message. If you have received this message in error, please notify the sender immediately and purge the message you received.

DISCLAIMER REGARDING ELECTRONIC TRANSACTIONS: If this communication relates to the negotiation of a contract or agreement, any so-called electronic transaction or electronic signature statutes shall not be deemed to apply to this communication; contract formation in this matter shall occur only upon the mutual delivery or exchange of manually-affixed original signatures on original documents.

EXHIBIT “C”

INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/28/2014

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 Aon Risk Services Northeast, Inc. Columbus OH Office 445 Hutchinson Avenue Suite 900 Columbus OH 43235 USA	CONTACT NAME: PHONE (AC. No. Ext): (866) 283-7122 FAX (AC. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Sarnova, Inc. Emergency Medical Products, Inc. 5000 Tuttle Crossing Blvd. Dublin, OH 43016 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sentinel Insurance Company, Ltd		11000
	INSURER B: Hartford Fire Insurance Co.		19682
	INSURER C: Hartford Casualty Insurance Co		29424
	INSURER D: Medmarc Casualty Ins Co		22241
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570055673577 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			33UNVVG3435	12/01/2013	12/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Excluded
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			33 UUN VG3435	12/01/2013	12/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			33RHUVG1892	12/01/2013	12/01/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
D	Products Liab			130H380022 Products Liability-Claims SIR applies per policy terms & conditions	12/01/2013	12/01/2014	Aggregate Limit \$10,000,000 SIR Aggregate \$125,000 Per Occurrence Limit \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Emergency Medical Products, Inc., 5235 International Drive, Suite B, Cudahy, WI 53110 is Named Insured on all the above policies. Hidalgo County is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County Attn: Purchasing Department 2812 S. Highway Bus. 281 Edinburg TX 78539 USA	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 <i>Aon Risk Services Northeast, Inc.</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Sarnova, Inc.	
POLICY NUMBER See Certificate Number: 570055673577			
CARRIER See Certificate Number: 570055673577	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
D	Products Liab			130H380022 Products Liability-Claim SIR applies per policy terms & conditions	12/01/2013	12/01/2014	SIR Per Occurrence	\$25,000



SARNINC-01

DGUNTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2014

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 Thompson Flanagan Executive Liability Group 626 W. Jackson Blvd. 5th Floor Chicago, IL 60661	CONTACT NAME: Daniel R. Gunter PHONE (A/C, No, Ext): (312) 239-2800 FAX (A/C, No): (312) 263-1551 E-MAIL ADDRESS: dgunter@thompsonflanagan.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : CHUBB & SONS - CHICAGO	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED **CERTIFICATE NUMBER:** **REVISION NUMBER:**

Sarnova, Inc. Emergency Medical Products, Inc.
 5000 Tuttle Crossing Blvd.
 Dublin, OH 43016

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 CLTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71744319	12/01/2013	12/01/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County
 Attn: Purchasing Department
 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

Carbin St. Flanagan

© 1988-2014 ACORD CORPORATION. All rights reserved.

Zimbra

rocio.villarreal@co.hidalgo.tx.us

RE: C-14-304-11-10-Emergency Medical Products-Medical Gloves

From : Steve Crain <scrain@atlashall.com>

Fri, Nov 07, 2014 11:01 AM

Subject : RE: C-14-304-11-10-Emergency Medical Products-Medical Gloves**To :** 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]**Sent:** Friday, November 07, 2014 10:30 AM**To:** Steve Crain**Subject:** C-14-304-11-10-Emergency Medical Products-Medical Gloves

Mr. Crain:

Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

expenditure comm codes 11-11-2014.xlsx - Microsoft Excel

Home Insert Page Layout Formulas Data Review View

Paste Clipboard Font Alignment Number Styles Cells Editing

A391 20142

	A	B	C	D	E	F	G	H	I	J	K	L
1	Commodity Codes Totals											
2	from 1/1/2014 to 11/11/2014											
3												
4	Commodity	CC	CO	EX	MISC	OM	SS	Grand Total				
5	00505		10.98			8.72		19.70				
369	20010		516.26					516.26				
370	20016	7,646.00	539.46					8,185.46				
371	20019		1,091.91			3,106.39		4,198.30				
372	20031		396.08					396.08				
373	20034		3,720.93			1,083.86		4,804.79				
374	20036					800.00		800.00				
375	20038					8.41		8.41				
376	20044	8,727.00	704.53		36.89	988.56		10,456.98				
377	20070	1,030.60	444.96		(100.00)	7,851.95		9,227.51				
378	20085	105,250.41	2,799.78			5,106.85		113,157.04				
379	20086	110.00				2,668.79		2,778.79				
380	20087	1,237.68	3,086.61			1,343.88		5,668.17				
381	20092	8,031.75	1,483.18			515.88		10,030.81				
382	20113					937.00		937.00				
383	20119	10.00						10.00				
384	20120		167.00					167.00				
385	20125		137.24			107.99		245.23				
386	20130		118.11			681.80		799.91				
387	20137	2,332.00				836.00		3,168.00				
388	20139					161.52		161.52				
389	20140		2,561.41		(176.04)	3,719.82		6,105.19				
390	141	14.40						14.40				
391	20142	5,633.79	15,904.67			640.90		22,179.36				
392	20145					2,650.00		2,650.00				
393	20146	5,227.50				980.00		6,207.50				

Ready Average: 11,089.68 Count: 5 Sum: 44,358.72 100%

start Approach - [...] 2 Windows... My Agenda I... Hidalgo Cou... Microsoft Ex... 2:47 PM

expenditure comm codes 12-30-2013.xls [Compatibility Mode] - Microsoft Excel

Home Insert Page Layout Formulas Data Review View

Paste Clipboard Font Alignment Number Styles Cells Editing

A434 20142

	A	B	C	D	E	F	G	H	I	J	K	L
1	Commodity Codes Totals											
2	from 1/1/2013 to 12/30/2013											
3												
4	Commodity	CC	CO	EX	MISC	OM	SS	Grand Total				
5	00500	32.00	9.00	454.55	(0.08)	19.98		515.45				
429	20130				76.65	239.45		316.10				
430	20137	1,242.00	677.28		(619.42)	305.96		1,605.82				
431	20139		170.65			152.93		323.58				
432	20140	3,936.00	1,975.35	35.85		1,435.28		7,382.48				
433	141	366.85	433.72			249.36		1,049.93				
434	20142	23,816.15	1,774.35			951.41		26,541.91				
435	20145					1,716.00		1,716.00				
436	20146	1,798.00				1,567.50		3,365.50				
437	20149											
438	20165	0.00			(18.00)	1,214.38		1,196.38				
439	20167					812.70		812.70				
440	20367		1,513.80			31.80		1,545.60				
441	20372		225.90					225.90				
442	20410		1,492.73					1,492.73				
443	20413	5,437.00	3,154.56		(51.28)	512.51	1,600.00	10,652.79				
444	20416		3,001.99					3,001.99				
445	20432		4,581.60		(137.05)	467.68		4,912.23				
446	20433		220.60					220.60				
447	20435		7,485.47		193.88			7,679.35				
448	20439		148.99					148.99				
449	20442		5,045.86			29.99		5,075.85				
450	20446		36.34					36.34				
451	20448		908.30					908.30				
452	20453		205,721.07	2,800.00		600.00		209,121.07				
453	20454		134,251.12					134,251.12				

Ready Average: 13,270.96 Count: 5 Sum: 53,083.82 100%

start Approach - [NEW ...] Zimbra: Inbox - M... 2 Windows Explo... Microsoft Excel - e... 2:24 PM

AI-47371

Purchasing Department 15. H. 1.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Hon. R. Garcia, HC-Judge Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of a request from the Edinburg Boys & Girls Club and pursuant to a Hidalgo County Commissioners Court "finding" under Texas Local Government Code, Chapter 263, Section 152 (4)(A)(B)(C), the disposition of two (2) "used" USA Flags (from Buildings & Grounds which by their condition) that can no longer be displayed on flag poles and comply with all sections of said chapter thus are hereby "donated".

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

Flags are in a condition that selling the item would not be cost effective in time of staff to process or even encourage bidders.

Attachments

Backup

Email

flag

email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/13/2014 12:07 PM
Budget & Management	Veronica Ortiz	11/13/2014 04:14 PM
Auditor's Office	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Marty Salazar		Started On: 11/12/2014 10:55 AM
	Final Approval Date: 11/14/2014	

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed

Zimbra

martha.salazar@co.hidalgo.tx.us

RE: Boys and Girls Clubs of Edinburg RGV Request

From : Steve Crain <scrain@atlashall.com>
Subject : RE: Boys and Girls Clubs of Edinburg RGV Request
To : 'Martha Salazar'
<martha.salazar@co.hidalgo.tx.us>

Tue, Nov 04, 2014 01:01 PM

Yes, if it meets all of the requirements of the statute.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Tuesday, November 04, 2014 10:55 AM
To: Steve Crain
Cc: agueda garcia
Subject: Fwd: Boys and Girls Clubs of Edinburg RGV Request

Mr. Crain:
Please clarify your answer. Do you mean if it meets those items highlighted only?
Thanks,
Marty S.

PS Just want to make so as not to proceed to respond to "CLUB"!

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, November 4, 2014 9:50:43 AM
Subject: RE: Boys and Girls Clubs of Edinburg RGV Request

If the donation meets all of the elements of the statute and the Commissioners Court approves then it is OK.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Tuesday, November 04, 2014 9:14 AM
To: Steve Crain
Cc: Daniel Flores; Monica Badillo; agueda garcia; Darlene H. Betancourt
Subject: Fwd: Boys and Girls Clubs of Edinburg RGV Request

Mr. Crain:
Please review the e-mail thread below. In addition, I have attached the TxLGC that

we believe speaks to the request from the Boys & Girl's Club inquiry. Can the highlighted area accomplish the "donation" of the flags to the club? Let us know.
Thanks,
Marty S.

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "agueda garcia" <agueda.garcia@co.hidalgo.tx.us>
Cc: "Maria Lumbreras" <maria.lumbreras@co.hidalgo.tx.us>, "eddie villanueva" <eddie.villanueva@hidalgocountycscd.org>, "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>, "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Sent: Monday, November 3, 2014 1:32:13 PM
Subject: Re: Boys and Girls Clubs of Edinburg RGV Auction Request

Ms. Aggie:
Scan the TxLGC section dealing with this issue and send it to me. That will give me some idea as to whether this request has a solution.
Thanks,
Marty S.

From: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
To: "Maria Lumbreras" <maria.lumbreras@co.hidalgo.tx.us>
Cc: "eddie villanueva" <eddie.villanueva@hidalgocountycscd.org>, "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, November 3, 2014 11:36:36 AM
Subject: Re: Boys and Girls Clubs of Edinburg RGV Auction Request

Hi Mari,
The items need to be declared surplus first; I know that the county usually can't legally donate anything, but there may be a way to do this.
Check with Purchasing Department.

Thanks,
Monica Salinas Badillo, Court Administrator
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

From: "Maria Lumbreras" <maria.lumbreras@co.hidalgo.tx.us>
To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Cc: "eddie villanueva" <eddie.villanueva@hidalgocountycscd.org>

Sent: Monday, November 3, 2014 11:08:17 AM

Subject: Re: Boys and Girls Clubs of Edinburg RGV Auction Request

Good morning Monica,

I wanted to follow up and see if you had gathered any information regarding procedures for obtaining authorization to donate the flags previously discussed. Let me know what needs to be completed by our office.

Thank you again,

Mari C. Lumbreras

Administrative Assistant

Office of County Judge Ramon Garcia

302 W. University Dr.

Edinburg, Texas 78539

Tel (956) 318-2600

Fax (956) 318-2699

maria.lumbreras@co.hidalgo.tx.us

www.co.hidalgo.tx.us

From: "Maria Lumbreras" <maria.lumbreras@co.hidalgo.tx.us>

To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>

Cc: "eddie villanueva" <eddie.villanueva@hidalgocountycscd.org>

Sent: Tuesday, October 28, 2014 3:52:02 PM

Subject: Boys and Girls Clubs of Edinburg RGV Auction Request

Monica,

As per our conversation, please find the Auction Form attached. Daniel Flores, Maintenance, has the two used flags set aside. He is just pending approval. Please let me know procedures for obtaining authorization to donate these items.

Thank you,

Mari C. Lumbreras

Administrative Assistant

Office of County Judge Ramon Garcia

302 W. University Dr.

Edinburg, Texas 78539

Tel (956) 318-2600

Fax (956) 318-2699

maria.lumbreras@co.hidalgo.tx.us

www.co.hidalgo.tx.us

From: "Eduardo Villanueva" <eddie.villanueva@hidalgocountycscd.org>

To: "Maria lumbreras" <maria.lumbreras@co.hidalgo.tx.us>

Sent: Tuesday, October 28, 2014 3:30:06 PM

Subject: FW: Attached Image

From: dept scanner

Sent: Tuesday, October 28, 2014 3:44 PM

To: Eduardo Villanueva

Subject: Attached Image

COWBOY UP FOR KIDS, mate!

8th Annual "Steak" In Your Community

The Basic Facts

Boys & Girls Clubs of Edinburg RGV Invite you to celebrate

Our Youth of the Year

Saturday, January 10, 2015

Boys & Girls Clubs of Edinburg RGV—The Legacy Center

702 Cullen Street (Rogers & Expressway 281)

Doors Open at 6:00 PM · Food · Music · Cocktails

LIVE Auction

What is the "Steak" in Your Community: The 8th Annual "Steak" In Your Community is a unique event where five hundred civic and community leaders come together to share in the grand announcement of the Youth of the Year and scholarship recipients. Most importantly, the evening will raise crucial funds for the character & leadership, career & education, health & life skills, the arts, and sports, fitness & recreation programs. Guests will enjoy music by The RiverRock Band and steak, pasta, seafood, desserts and cocktails.

It's a celebration of support and encouragement for Edinburg & surrounding communities' youth.

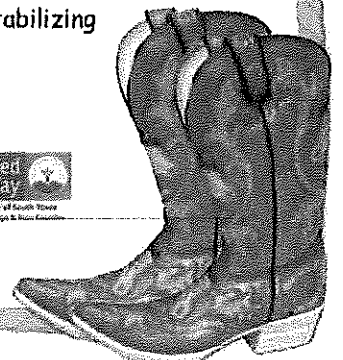
Who will be there: The A-list of Edinburg & surrounding communities' business and community leaders. Corporate Sponsors can use their seats at a table to entertain business associates or reward outstanding employees.

Sponsor: The Media Sponsor is KRGV News Channel 5. We need your help through additional Sponsorship and reserving Corporate Tables.

How much: The fund-raising goal for this year's 'Aussie' event is: \$91,000.00.

Why it matters: The dinner will raise critical funds needed to support the Boys & Girls Clubs of Edinburg RGV 13 Service Sites (located in: Edinburg, San Manuel/Linn, Hargill, Faysville, & San Carlos) and the over 16,000 young people they serve each year. More than 80% of these young people are from economically disadvantaged backgrounds, and look to the Club as an important stabilizing force in their lives.

GREAT FUTURES START HERE.



COWBOY UP FOR KIDS, mate!

8th Annual "Steak" In Your Community

Auction Form

Boys & Girls Clubs of Edinburg RGV, Invite you to celebrate

Our Youth of the Year

Saturday, January 10, 2015

Boys & Girls Clubs of Edinburg RGV—The Legacy Center

702 Cullen Street (Rogers & Expressway 281)

Doors Open at 6:00 PM · Food · Music · Cocktails

**LIVE Auction, Boomerang Boards, Treasure Chest and
Save the Card Raffle.**

Please complete this form for the item you are donating to the Boys & Girls Clubs of Edinburg RGV and sign where indicated. If you are donating more than one item, please use a separate form for each item. The Boys & Girls Clubs of Edinburg RGV is an IRS 501(c)3 organization. Donations are tax deductible.

Title of Auction Investment: Retired Hidalgo County Flags

Investment credited to: Hidalgo County
(Company or individual)

Classification of item: Art or Home Decor Business Product Business Service
 Food Product or Service Personal Service Sports Item or Service
 Travel or Leisure Product Electronic Product Other

Value of Investment: \$ used.

A brief Description of the Donation: Two retired Hidalgo County United States Flags

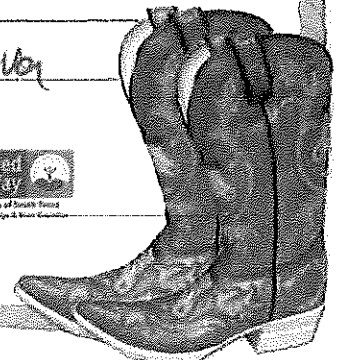
(Include limitations on redeeming items—Please be specific)

PHONE: (956) 929-0072 FAX: 318-2699 EMAIL:

SIGNATURE OF INVESTOR: Mari Lumbecias

BOARD MEMBER/STAFF SECURING ITEM: Edwardo C. Villanueva

GREAT FUTURES START HERE.



COWBOY UP FOR KIDS, MATE!



**BOYS & GIRLS CLUBS
OF EDINBURG
RIO GRANDE VALLEY**

P.O. Box 1079
Edinburg, TX. 78540
(956) 383-CLUB (2582),
(956) 381-9635 Fax
email: swalker@edinburgkids.com
www.edinburgkids.com

*Sabrina Walker-Hernandez
Chief Professional Officer*

*Adriana Rendon
Director of Operations*

Board of Directors
*Judi Flowers
Chief Volunteer Officer*

*Vice Presidents
1st Eduardo (Eddy) Villanueva
2nd Sixto Garza
3rd Jesse Ozuna*

*Tomas Saenz
Secretary*

*Krishna Chary
Treasurer*

*Louie Alamia
Celeste Cabrera
~~Ella De la Rosa~~
Juan Delgado
~~Tomás Frest~~
Michelle Y. Garza
Fina Guerra

*Duan Guzman
Richard Gonzalez
Daniel Rivera
Jeff Worstell
The Legacy Center
& Administrative Offices
702 Cullen Street*

Club Sites
Fountain Center Annex Unit
Sam Risica Unit
San Carlos Unit

School Sites:
Bobcat Learning Center--
Edinburg High School
Brewster School
Cano Gonzalez Elementary School
Faysville Unit – Guerra Elementary
Hargill Elementary School
Monte Cristo Elementary School
Travis Elementary School
Truman Elementary School
Zavala Elementary School

**Text "CLUB" to 20222
to Donate \$5.00**

MOBILE GIVING
DONATE \$5.00

Amounts shown in dollars will be added to each phone bill or deducted from your prepaid balance. Service must be age 18+ and all donations must be authorized by the service holder. For assistance, please call the user support line shown on the back of the phone bill. All charges will be added to your mobile service provider. Service is available on most carriers. Donating is a liability for the benefit of the BOYS & GIRLS CLUBS OF EDINBURG RGV by the Mobile Giving Foundation and subject to the Terms of Use at www.bggf.org. Privacy & Opt

To find out more ways to donate, pay by credit card or learn more about the Club scan the QR Code



August 14, 2014

Dear Mate,

We would like to invite you to participate in a unique marketing opportunity and exciting event hosted by the Boys & Girls Clubs of Edinburg RGV, an organization whose goal is to provide opportunity to all youth in a positive caring environment to enable them to become productive, responsible, influential citizens.

This event is the 8th Annual "Steak" In Your Community where five hundred civic and community leaders come together to share in the grand announcement of the Youth of the Year and scholarship recipients. Most importantly, the evening will raise much-needed funds for the character & leadership, career & education, health & life skills, the arts, and sports, fitness & recreation programs.

As an Auction Sponsor of "Steak" In Your Community, you can help us to achieve this goal through an investment of an auction item.

Of course, being an Auction Sponsor is equally rewarding for you. Not only will you be aligning yourself with a worthy cause, you'll be tapping into an active, engaged organization with over 16,000 members strong. On the auction marketing materials, including our targeted weekly emails, we will feature your contribution. That means your involvement will be visible and your products/services accessible to each and every one of our members, donors and supporters – never mind the friends or family they involve by passing these emails along.

Please join me and others of our community on Saturday, January 10, 2015 to help us to continue to welcome and inspire more and more children who need help each day! Thank you in advance for your kind consideration.

Respectfully,

Board Member

Boys & Girls Clubs of Edinburg RGV

GREAT FUTURES START HERE.

A United Way Agency

Zimbra

rocio.villarreal@co.hidalgo.tx.us

Fwd: Flags

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Nov 13, 2014 10:33 AM
Subject : Fwd: Flags
To : Villarreal Rocio <rocio.villarreal@co.hidalgo.tx.us>

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Nielda Cavazos" <nielda.cavazos@co.hidalgo.tx.us>
Sent: Wednesday, November 12, 2014 1:41:17 PM
Subject: Fwd: Flags

From: "Irene Cantu" <irene.cantu@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "daniel flores" <daniel.flores@co.hidalgo.tx.us>
Sent: Wednesday, November 12, 2014 11:11:01 AM
Subject: Flags

Good Morning Marty,

Daniel called me to e-mail the informations on the flags. Our dept. purchases the flags from South Texas Flag & FlagPole 39572 LOOP RD. BAYVIEW, Tx 78566

Price on U.S. flag 5x8 @72.00 each.

Thanks,
Irene Cantu
Executive Assistant
Facilities Management
Ph. (956)289-7852
Fax (956)292-7055



Zimbra**monica.badillo@co.hidalgo.tx.us**

Fwd: Donation of U.S. Flags

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Mon, Nov 17, 2014 02:00 PM

Subject : Fwd: Donation of U.S. Flags 2 attachments**To :** Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Ms. Moni:

Please attach the e-mail with image to agenda item 47371 Reg. Agenda.

Thanks,

Marty S.

----- Forwarded Message -----

From: "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>

To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

Cc: "Stan Ramos" <stan.ramos@co.hidalgo.tx.us>, "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>

Sent: Monday, November 17, 2014 1:52:26 PM

Subject: FW: Donation of U.S. Flags

Agenda item AI 473 71, item 15.H.1, The U.S. Flag, 5X8 @ \$72.00 ea., purchased from South Texas Flag & Flag Poles.

-----Original Message-----

From: Daniel Flores [mailto:floresyuma@sbcglobal.net]

Sent: Monday, November 17, 2014 1:42 PM

To: daniel.flores@co.hidalgo.tx.us

Subject:

**IMG_0089.JPG**

65 KB

**ATT00010.txt**25 B

AI-47261

Purchasing Department 15. I. 1.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: S. Cruz, HC-Budget
Officer

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for HC to exercise the 2nd (of 2 possible 1 year extensions) as provided in RFP No. 2010-195-09-22-YSI Property & Casualty Insurances with acceptance and approval of detailed schedule of premiums/fees as attached hereto as 2015 Coverage Summary for Property & Casualty Insurance policies in the total amount of \$2,662,491.00 effective January 01, 2015 through January 01, 2016 with authority for County Treasurer to issue payment(s)/check(s) after review, audit and processing procedures completed by County Auditor with the authority for Valde Guerra, HC Executive Officer to sign any applicable documentation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 5-1100-419-00-125-009-0-XXX

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

BUDGETARY IMPACT:

For FY 2015 the adopted budget is \$2,230,312.00 for object codes 521, 5322, 523, & 524. Budget Officer is aware that additional funding will need to be appropriated at the beginning of 2015.

Attachments

2010.195.09.22.ysi

comp chart.2015

invoice.2015

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/06/2014 09:47 AM
Budget & Management	Debbie Tamez	11/06/2014 10:23 AM
Auditor's Office	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Yvette Islas		Started On: 11/04/2014 09:35 AM
	Final Approval Date: 11/14/2014	



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 01, 2010

Re: **HIDALGO COUNTY**
Request for Proposals - **"PROPERTY AND CASUALTY INSURANCE" (INCLUDING
THIRD PARTY ADMINISTRATION SERVICES)**
RFP NO.: 2010-195-09-22-YSI

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

A handwritten signature in black ink, appearing to read "Martha L. Salazar".

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSALS (RFP) CHECKLIST

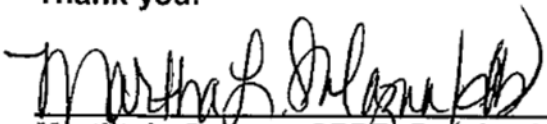
**HIDALGO COUNTY
"PROPERTY AND CASUALTY INSURANCE"
(Including Third Party Administration Services)**

RFP NO.: 2010-195-09-22-YSI

1. Request For Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 9 pages.
3. Exhibit "A" Requirements consisting of 7 pages.
 - a. Property & Casualty consisting of 32 pages.
4. Exhibit "B" Selection Criteria, consisting of 3 pages.
5. Exhibit Folders (Attachments), Table of Contents & CD, consisting of 1 page.
6. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.
7. Proposer/Vendor Application and W-9 form, consisting of 6 pages.
8. Insurance Requirements (Exhibit C), consisting of 4 pages.
9. Conflict of Interest Questionnaire (CIQ), Exhibit "D", consisting of 1 page.
10. Proposer's Affidavit (Exhibit "E"), consisting of 1 page.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

September 01, 2010
Date

RFP NO: 2010-195-09-22-YSI

BUYER III: YVETTE S. ISLAS

Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

“Property and Casualty Insurance”
(Including Third Party Administration Services)
September 22, 2010

Contact Person:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281-New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2010-195-09-22-YSI

1. Sealed proposals will be received for **“PROPERTY AND CASUALTY INSURANCE” (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all proposals are required, with the Proposers name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **“RFP NO.: 2010-195-09-22-YSI “PROPERTY AND CASUALTY INSURANCE” (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)”** and in Hidalgo County's Purchasing Department, 2812 South Highway Business 281, Hidalgo County Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, September 22, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO PROPOSAL: RFP NO.: 2010-195-09-22-YSI “PROPERTY AND CASUALTY INSURANCE” (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)”**. Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County 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 proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Cost 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 proposal 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 card 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 of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS: (If Applicable)

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
 Martha L. Salazar, CPPB, Purchasing Agent
 (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **“PROPERTY AND CASUALTY INSURANCE (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)”**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Ray Eufrazio, CPA, Hidalgo County Auditor
2808 So. Bus. Hwy 281, New Administration Bldg.
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Proposal Opening, 9:30 A.M.,	<u>September 22, 2010</u>
Project/Anticipated Award Date:	_____, 20__
Commence Work or Deliver Products	_____, 20__

18. RFP or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all proposers shall furnish a good and sufficient RFP bond in the amount of five percent of the total contract price. A RFP bond must be executed with a surety company authorized to do business in Texas. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.
- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.
- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

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. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
21. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
22. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
- . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer 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 proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. **Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.**

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer 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 proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

- C
- D
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
 30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
 31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Proposal
For
HIDALGO COUNTY
"PROPERTY AND CASUALTY INSURANCE"
(INCLUDING THIRD PARTY ADMINISTRATION SERVICES)

RFP NO.: 2010-195-09-22-YSI

September 22, 2010

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So Business Hwy 281- New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned vendor proposes and commits to furnish all labor, equipment, material, software and/or required specification services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work and/or services described in the Requirements within the time stated and for the price rates proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL

“PROPERTY AND CASUALTY INSURANCE POLICIES”
(Including Third Party Administration Services)
RFP NO.: 2010-195-09-22-YSI

**HIDALGO COUNTY
REQUEST FOR PROPOSAL
"PROPERTY AND CASUALTY INSURANCE POLICIES"
(Including Third Party Administration Services)**

RFP NO.: 2010-195-09-22-YSI

OVERVIEW:

Information provided in these specifications/requirements is to be used only for purposes of proposal detailing costs of providing the insurance coverages specified. Each proposer is expected to read these specifications/requirements with care. Failure to meet every one or a combination of specified conditions may invalidate your proposal.

Proposers are requested to submit proposed quotations (premiums) on the basis of these specifications/requirements. Alternative quotations/premiums will be received consideration if Hidalgo County, at its sole discretion feels it is in the best interest to do so, provided such alternatives are clearly explained and documented. Any exceptions to coverage requested herein must be clearly noted in writing to **Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas, 78539** and be included as part of the proposal.

Hidalgo County believes that the data contained in these specifications/requirements is sufficient for preparations of offers/proposals. The information to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty. Request for additional information should be directed in writing to **Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas, 78539**.

Hidalgo County is requesting to include fee proposal for "Third Party Administration Services" to be included in proposal. Third Party Administration Services and/or Claims Adjuster Fees will be reimbursed for payment through the awarded vendor submitting proposal.

The County reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to the County.

Deliver Submittal to:

RFP No.: 2010-195-09-22-YSI
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 2010-195-09-22-YSI
“Property and Casualty Insurance Policies”
(Including Third Party Administration Services)

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, **September 08, 2010**, at 5:00 P.M. at (956) 292-7612 **OR VIA EMAIL TO:** **yvette.islas@co.hidalgo.tx.us**. Responses will be sent to all applicants via facsimile or email by **Friday, September 10, 2010**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Any interpretation of the Request for Proposal, if made will be made by Addendum dully issued. A copy of such Addendum will be mailed or delivered via fax or via email to each person receiving the Request for Proposal.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering proposals, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

SIGNING OF PROPOSALS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II - RFP REQUIREMENTS

Request For Proposal: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the firms understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

Required Certificates and Submittal: This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

DURATION OF CONTRACT: The initial term of the contract shall be for a two (2) year period, January 01, 2011 – December 31, 2013, (24 months), with the County's option to renew for two (2) additional one (1) year terms. In addition, any renewal must be delivered to the County of Hidalgo ninety (90) days prior to renewal.

If the awarded vendor for any reason or for no reason cancels and/or terminates any coverage under any insurance policy awarded or procured on behalf of Hidalgo County by the awarded vendor under this Request for Proposal, the awarded vendor shall remit within ten (10) days to Hidalgo County any portion of the policy premium paid by the Hidalgo County for such canceled or terminated coverage. In calculating the portion of the policy(s) premium to be remitted to Hidalgo County, the amount due Hidalgo County shall be determined by the number of days coverage for the full term of policy(s) as written in such canceled or terminated policy(s) less the number of days actual coverage provided under such policy to Hidalgo County (the "Factor"). The Factor shall be multiplied by the premium paid by Hidalgo County for such policy(s) and the result shall be the amount to be remitted to Hidalgo County. The amount to be remitted to Hidalgo County in the event of any cancellation or termination of coverage shall in no manner limit any other remedies Hidalgo County may exercise in the event of such cancellation or termination of any of such policy(s).

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies.**

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

Proposal Ranking: A "Committee" will evaluate and rank the written RFPs. After the RFPs have been ranked, the committee will present a scoring grid to the Hidalgo County Commissioners' Court for their ranking.

Negotiation Process: The number one ranked firm will be contacted for negotiation process. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

Additional Information to Terms and Conditions: All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer 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.

PROPOSAL SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building;
2802 So. Business Hwy 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on September 22, 2010.**

EVALUATION: The firms will be ranked after evaluation. RFP submittal evaluation will be based on the criteria outlined in Exhibit B.

Any interpretation of the Request for Proposal, if made, will be made only by Addendum

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications requirements as set forth in this request for proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail.

Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection.

The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

PROPERTY, BOILER & MACHINERY

Primary Program Options -	Property, Boiler & Machinery
----------------------------------	---

Limits:	\$196,288,389
Buildings, Structures, and	\$166,705,016
Personal Property – Limit	\$ 33,153,313
 Sub-Limits:	
Earth Movement	\$ 1,000,000
Flood (Excl Zone A)	\$ 5,000,000
Newly Acquired Locations	\$ 2,000,000
Accounts Receivable	\$ 500,000
Valuable Papers	\$ 500,000
Demolition Cost	\$ 500,000
Increased Cost of Const	\$ 500,000
Transit (EDP 50,000)	\$ 25,000
Extra Expense	\$ 250,000
EDP Equipment (Newly Acquired 1,000,000)	Per Schedule Provided
Media	Per Schedule Provided
Business Interruption	\$ 1,000,000
Mobile Equipment – Hidalgo County	Per Schedule Provided
Builders Risk:	\$ 50,000
Fine Arts (Blanket 500,000)	Per Location
 Equipment Breakdown	\$ 50,000,000
Expediting Expense	\$ 100,000
Water Damage	\$ 100,000
Spoilage	\$ 100,000
Hazardous Substances	\$ 100,000
 Deductible Options:	
All Other Perils	\$ 25,000 2% Wind/Hail
 Equipment Breakdown	a) \$10,000 b) \$ 25,000
Headstart	c) \$1,000 All Perils
Earth & Quake	\$ 100,000 Ded

Policies– All Options/Coverages: To Be Determined

Payment Terms:

A. PROPERTY

**REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES
REQUESTED LIMITS**

\$199,858,329 Blanket over all real property, personal property, business interruption, and extra expense, at scheduled locations.

\$1,500,000 Business interruption and extra expense.

Sublimits: See Cover sheet

REQUESTED DEDUCTIBLES

\$10,000; \$25,000; \$50,000 or \$100,000 (2% Wind/Hail)
Per occurrence deductible applicable to all County coverage combined.

\$25,000 Wind/Hail Head Start

REQUESTED COVERAGE PROVISIONS

Requested Effective Date: January 1, 2011 to January 1, 2013

Accepted Declined

Named Insured: The named insured should read as follows. **HIDALGO COUNTY**

Accepted Declined

Covered Locations: Please provide coverage on all covered property, regardless of its location. Refer to "Exposure and Rating Information" for a schedule of current locations and values.

Accepted Declined

Coverage for Property at Unscheduled Locations: Please provide coverage for property at unscheduled locations subject to the "any other location" limit requested in the "Requested Limits" section.

Accepted Declined

Property in Transit: Please provide coverage on property in transit.

Accepted Declined

Newly Acquired Locations—Real Property: Please provide 90 days' automatic coverage on newly acquired real property, subject to THE REQUESTED NEWLY ACQUIRED REAL PROPERTY LIMIT, THE REQUESTED BLANKET LIMIT

Accepted Declined

Newly Acquired Locations—Personal Property: Please provide 90 days' automatic coverage on personal property at newly acquired locations, subject to THE REQUESTED NEWLY ACQUIRED LOCATIONS PERSONAL PROPERTY LIMIT, THE REQUESTED BLANKET LIMIT

Accepted Declined

Covered Property: Please include the following as covered property.

Personal property of others

Accepted Declined

Employees' property

Accepted Declined

Building glass

Accepted Declined

Attached signs

Accepted Declined

Detached signs

Accepted Declined

Fences

Accepted Declined

TV and radio antennas

Accepted Declined

Foundations and other underground property

Accepted Declined

Retaining walls not part of a building

Accepted Declined

Land, excavations, grading, filling

Accepted Declined

Lawns, trees, shrubs, plants

Accepted Declined

Growing crops

Accepted Declined

Animals

Accepted Declined

Tools, dies, patterns, and molds

Accepted Declined

Fine arts

Accepted Declined

Jewelry, watches, furs, and silverware

Accepted Declined

Bullion and precious metals

Accepted Declined

Money and securities

Accepted Declined

Dams, dikes, reservoirs, docks, piers, wharfs

Accepted Declined

Roads, tunnels, bridges

Accepted Declined

Perils: Please provide all risks coverage that includes each of the following.

Full collapse coverage including collapse resulting from design error and faulty workmanship or materials after completion of construction

Accepted Declined

Flood coverage, including seepage of water, sewer backup, mudslide, and other water damage

Accepted Declined

Earth movement coverage, including but not limited to earthquake

Accepted Declined

Ordinance coverage (contingent liability for building laws, demolition, and increased cost of construction)

Accepted Declined

Radioactive contamination, resulting loss only, direct damage

Accepted Declined

Off-premises utility service interruption—direct damage and time element, including transmission lines

Accepted Declined

Spoilage of perishable goods resulting from mechanical breakdown

Accepted Declined

Spoilage of perishable goods resulting from power failure originating on or off-premises

Accepted Declined

No Debris Removal Sublimit: Please provide debris removal coverage subject only to the applicable direct damage limit; there should not be a debris removal sublimit.

Accepted Declined

Coverage for Removal of All Debris: Please amend the debris removal clause to apply to removal of all debris from a covered cause, not just debris of covered property.

Accepted Declined

Pollutant Cleanup Coverage: Please provide coverage for removal of pollutants from the insured's land or water, provided the release of pollutants is caused by an unexcluded cause of loss.

Accepted Declined

Yard Property Limit: Please extend coverage to covered property within 1,000 feet of the property boundary of each covered location.

Accepted Declined

No Protective Safeguards Provision: Please delete any protective safeguards provision contained in your form.

Accepted Declined

Joint Loss/Loss Adjustment Agreement: Please include a loss adjustment endorsement providing for joint payment with the boiler and machinery insurer of any loss involving both policies.

Accepted Declined

Valuation: Please provide coverage on a replacement cost basis for all types of property

Accepted Declined

Valuation of Property of Others: Property of others should be valued at the replacement cost.

Accepted Declined

Requirement To Rebuild on Same Premises: Please delete any such requirement.

Accepted Declined

Direct Damage Coinsurance: Please delete the coinsurance provision or suspend it with an agreed value provision.

Accepted Declined

Multiple Occupancy Business Interruption and Extra Expense Coverage Trigger: Please amend any language in your form that would limit coverage to income or expense loss resulting only from damage to the portion of the premises occupied by the insured. Coverage should also apply to loss resulting from damage to any route within the building that permits access to the insured's premises (such as foyers, hallways, elevators, and stairways). If the 1995 edition of ISO CP 00 10 is used, there is no need for an endorsement.

Accepted Declined

Combination Business Interruption and Extra Expense Coverage Form: Please provide coverage for both business interruption and extra expense subject to a single limit for both coverages, using a combination business interruption and extra expense coverage form, such as the ISO business income and extra expense coverage form (CP 00 30).

Accepted Declined

Please provide the following endorsements:

Ninety-Day Notice of Cancellation, Material Policy or Premium Change, or Nonrenewal:

Accepted Declined

Delayed Notice of Occurrence Endorsement

The DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS condition is amended to include:

- d. Knowledge of any "accident", claim, "suit" or "loss" by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such "accident", claim, "suit" or "loss" shall have been received by the risk manager or any executive officer.

Accepted [] Declined []

Broad Named Insured:

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted [] Declined []

UNINTENTIONAL ERRORS AND OMISSIONS

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted [] Declined []

NOTICE OF OCCURRENCE

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted [] Declined []

REQUESTED SERVICES

List of Forms: Please provide a list of all forms and endorsements that will be attached to the policy, showing the edition date of each.

Accepted [] Declined []

Copies of Forms: Please provide copies of all proposed forms and endorsements other than (ISO, AAIS, Texas, other) forms.

Accepted Declined

Copies of Inspection Reports and Recommendations: Please provide copies of engineering inspection reports including estimated cost of compliance with each recommendation.

Accepted Declined

Loss Control Services: Please outline the loss control services that will be provided.

Accepted Declined

Loss Reports: Please agree to provide ANNUAL that include the following information for each loss: the date of loss, description of loss, amount reserved, deductible amount, and amount paid.

Accepted Declined

QUOTED PREMIUM

Total Premium: \$_____

Premium Breakdown: Please indicate the premium for each of the requested coverage provisions: _____

Premium Payment Plans: Please provide the details of any available premium payment plans: _____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION SUMMARY, PRODUCT BROCHURES, ANNUAL REPORT, 10K REPORT, OTHER.

Locations and 100 Percent Values: See "Schedule of Locations and Values."

Construction and Protection Information: See "Construction and Protection Schedule."

B. BOILER & MACHINERY

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

Limits:

\$50,000,000 Direct damage, per accident

\$Included Combined business interruption and extra expense, actual loss sustained coverage

Sublimits:

\$100,000 Expediting expense

\$100,000 Hazardous substances

\$100,000 Spoilage

\$100,000 Water damage

Deductibles:

\$10,000; \$25,000 Deductible per accident, direct damage

24 hours Deductible per accident, time element coverage

REQUESTED COVERAGE PROVISIONS

Newly Acquired Locations: Please provide 90 days' automatic coverage in connection with equipment at newly acquired locations.

Accepted Declined

"Extended Comprehensive Object" Definition: Please use an extended comprehensive object definition.

Accepted Declined

Fiber Optic Cable: Please include fiber optic cables as covered objects.

Accepted Declined

Coverage for Computers: Please include as covered objects computers that are not used to operate or control other covered objects.

Accepted Declined

Coverage for Medical and Diagnostic Equipment: Please include medical and diagnostic equipment as covered objects.

Accepted Declined

"Turbine Accident" Definition: Please cover turbines subject to the same accident definition as other covered objects. Neither the explosion accident definition nor the combined accident definition should apply.

Accepted Declined

In Use/Connected Ready for Use: Please delete any provision in your form that restricts coverage to equipment that is in use or connected and ready for use.

Accepted Declined

Testing Coverage/Resultant Damage: If your form contains an exclusion of coverage for accidents occurring while an object is undergoing a hydrostatic, pneumatic, or gas pressure test or an insulation breakdown test, please amend it to provide coverage for damage to property other than the object undergoing the test.

Accepted Declined

Consequential Damage Coverage: Please provide coverage for spoilage of perishable goods resulting from a covered accident.

Accepted Declined

Utility Interruption Coverage: Please provide coverage for loss (including but not limited to spoilage) resulting from utility service interruption originating off-premises.

Accepted Declined

Replacement Cost Coverage: Please provide coverage on a replacement cost basis.

Accepted Declined

Defense Coverage and Supplementary Payments: Please cover defense costs and supplementary payments in addition to the stated limits of insurance.

Accepted Declined

Ordinary Payroll Coverage: Please include ordinary payroll in the definition of "actual loss."

Accepted Declined

Suspension of Coinsurance: Please include a suspension of coinsurance endorsement.

Accepted Declined

Delete Monthly Limitation: Please delete the monthly limitation on extra expense loss recovery, so that the entire requested extra expense limit is immediately available to the insured.

Accepted Declined

REQUESTED SERVICES

Copies of Forms: Please provide copies of all proposed forms and endorsements.

Accepted Declined

Copies of Inspection Reports and Recommendations: Please provide copies of engineering inspection reports including estimated cost of compliance with each recommendation.

Accepted Declined

Loss Control Services: Please outline the loss control services that will be provided.

Accepted Declined

QUOTED PREMIUM

Total Premium: \$_____

Premium Breakdown: Please indicate the premium charges for each of the requested coverage provisions:

Premium Payment Plans: Please provide the details of any premium payment plans:

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION SUMMARY, PRODUCT BROCHURES, ANNUAL REPORT, 10K REPORT, OTHER.

Locations and 100 Percent Values: See "Schedule of Locations and Values."

PRIMARY PROGRAM OPTIONS

Primary Program Options -

Limits:

GL:	\$1,000,000 each occurrence \$50,000 SIR \$2,000,000 General Aggregate (Annual) \$2,000,000 Products/ Completed Operations Annual Aggregate
(EBPAL)	\$ 100,000 Fire Damage to Premises \$1,000,000 Employee Benefits Liability \$50,000 SIR \$3,000,000 Aggregate
Auto:	\$1,000,000 Combined Single Limits (As per schedule) \$ 5,000; 10,000; \$25,000 Ded. Comprehensive & Collision
POL: (EPML)	\$2,000,000 each claim \$2,000,000 Aggregate \$100,000 SIR
LEL:	\$1,000,000 each claim \$1,000,000 Aggregate \$100,000 SIR
(EPL)	\$2,000,000 Each Wrongful Act \$2,000,000 Total Limit \$100,000 SIR

*** Deductible/SIR Options:**

GL:	a) \$5,000 per occurrence b) \$25,000 per occurrence c) \$50,000 per occurrence d) \$100,000 per occurrence e) \$200,000 per occurrence f) Headstart: \$1,000 per Occurrence
AUTO:	a) \$10,000 per occurrence Comp/Coll b) \$25,000 per occurrence c) \$50,000 per occurrence Liability d) Headstart: \$1,000 per Occurrence
POL:	a) \$25,000 each claim; b) \$50,000 each claim
LEL:	a) \$10,000 each claim b) \$25,000 each claim c) \$50,000 each claim

Policies– All To Be Determined
Options/Coverages:

Payment Terms:

Please include the insurer’s A.M. Best rating in your proposal.

C. AUTOMOBILE

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

Liability Coverage:

\$1,000,000: Combined Single Limits

Optional Quote: **Please include Auto Policy With Uninsured Motor's and Personal Injury Protection (PIP) Coverage.**

Physical Damage Coverage:

Coverage should apply to autos as indicated below each type of coverage.

- | | |
|----------------------|---|
| <i>Comprehensive</i> | <ol style="list-style-type: none"> 1. <u>\$5,000.00</u> Deductible 2. ACV Less <u>\$10,000</u> Deductible 3. Optional \$25,000 Deductible |
| <i>Collision</i> | <ol style="list-style-type: none"> 1. <u>\$5,000.00</u> Deductible 2. ACV Less <u>\$10,000</u> Deductible 3. Optional <u>\$25,000</u> Deductible |

Coverage should apply to autos as indicated for each type of coverage.

REQUESTED COVERAGE PROVISIONS

Note: This section includes requested endorsements, both standard Insurance Services Office, Inc. (ISO), forms and manuscript endorsements. We are receptive to using these endorsements as they stand or with reasonable modifications. Completely different endorsements or policy wording suggested by the broker or underwriter may also be acceptable. Please outline any major variations in your proposal.

Requested Effective Date: January 1, 2011 to January 1, 2013

Named Insured: The named insured should read as follows: Hidalgo County

Accepted Declined

Coverage Form: Please quote coverage at least as broad as the ISO business auto policy form (CA 00 01). If you are using this standard form with an edition date prior to December 1990, include coverage for "covered pollution cost or expense."

Accepted Declined

Additional Insured-Lessor Endorsement (CA 20 01): Leased vehicles for which we are required by lease to purchase direct primary insurance for the lessor include vehicle numbers _____, on the schedule. The lessors are: _____

Accepted Declined

Fellow Employee Exclusion: Please delete the fellow employee exclusion to include coverage for executive officers.

Accepted Declined

Please include the following endorsements:

Delayed Notice of Occurrence Endorsement

The DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS condition is amended to include:

- d. Knowledge of any "accident", claim, "suit" or "loss" by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such "accident", claim, "suit" or "loss" shall have been received by the risk manager or any executive officer.

Accepted Declined

Pollution Liability—Broadened Coverage for Covered Autos Endorsement (CA 99 48):

Please quote a separate premium for adding this endorsement.

Accepted Declined

Alternatively, please provide a quotation for removal of exclusion 11 (pollution) entirely.

Accepted Declined

Ninety-Day Notice of Cancellation, Material Policy/Premium Change or Nonrenewal Endorsement.:

Accepted Declined

Broad Named Insured:

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted Declined

UNINTENTIONAL ERRORS AND OMISSIONS

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted Declined

NOTICE OF OCCURRENCE

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted Declined

REQUESTED SERVICES

List of Forms: Please provide a list of all forms and endorsements that will be attached to the policy showing the edition date of each.

Accepted Declined

Copies of Forms: Please provide a copy of the policy and any endorsements, if coverage will not be written on the ISO business auto policy form, CA 00 01, with an edition date of December 1990 or later.

Accepted Declined

Loss Runs: Please provide us with Quarterly reports of losses.

Accepted Declined

QUOTED PREMIUM

Total Premium: \$_____

Premium Computation Information: Please include the details of all premium computations:_____

Premium Payment Plan: Please provide the details of any available premium payment plans:_____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed Underwriting information.

Vehicle Classification: All vehicles should be classified as outlined in the attached Vehicle Schedule.

Hired and Nonowned Auto Liability: The total number of employees at all our locations is 3,330. The majority of our employees do not regularly drive their own autos on company business.

This coverage should be based on a minimum premium since there is little use of rented vehicles.

Loss Control Programs: Per Attached

Loss History: Refer to attached LOSS SUMMARIES, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION

Vehicle Schedule – Per Attached.

D. GENERAL LIABILITY

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

- \$1,000,000 Bodily injury and property damage, per occurrence
- \$2,000,000 Products/completed operations aggregate limit
- \$2,000,000 General aggregate limit (other than products/completed operations)
- \$100,000 Fire damage limit, any one fire
- \$1,000,000 Employee benefits liability coverage/\$3,000,000 Aggregate
- \$1,000,000 Law Enforcement Liability/\$1,000,000 Aggregate

REQUESTED SIR OPTIONS OF:

1. None
2. \$5,000
3. \$10,000
4. \$25,000
5. \$50,000

Unlimited General Aggregate Limit: It is preferred that coverage be written without a general aggregate limit applying to bodily injury and property damage liability. A \$5 million (or higher) personal injury liability aggregate may be used in conjunction with this approach.

Accepted Declined

If an unlimited general aggregate is unavailable, please modify the general aggregate to apply separately to each project or location.

Accepted Declined

- **Fire Legal Liability:** As an option, please quote a fire damage limit of \$250,000.

REQUESTED COVERAGE PROVISIONS

This section includes requested manuscript endorsements. We are receptive to using these endorsements as they stand or with reasonable modifications. Completely different endorsements or policy wording suggested by the broker or underwriter may also be acceptable. Please outline any major variations in your proposal.

Requested Effective Date: January 1, 2011 to January 1, 2013

Accepted Declined

Named Insured: The named insured should read as follows. **Hidalgo County**

Accepted Declined

Broad Form Named Insured Endorsement: Please include the manuscript broad form named insured endorsement included with this submission.

Accepted Declined

Occurrence Coverage: Please quote occurrence (rather than claims-made) coverage.

Accepted Declined

Coverage Form: Coverage should be at least as broad as those provided by the ISO commercial general liability policy form (CG 00 01).

Accepted Declined

Contractual Liability Coverage for False Arrest: Please amend Coverage B exclusion a.(4) by attaching ISO endorsement CG 22 74 to provide coverage for contractual assumption of liability arising out of false arrest, detention, or imprisonment.

Accepted Declined

Fellow Employee Exclusion: Please amend the fellow employee exclusion to include coverage for supervisory personnel, using the following endorsement.

**Additional Persons Insured—Employee
Bodily Injury to Another Employee Endorsement**

It is agreed that exclusion 2.a.(1) of the "Who Is an Insured" section of the commercial General Liability Policy does not apply with respect to "bodily injury" to another employee for claims made or suits brought against such employees as are herein designated while acting within the scope of their duties as such.

(List Individuals or Positions)

Accepted Declined

Employee Benefits Liability: Please provide occurrence coverage.

Accepted Declined

Automatic Additional Insureds: Please provide an endorsement to the effect that all entities/individuals are additional insureds if required under the terms of a written contract.

Accepted Declined

Unintentional Errors and Omissions Endorsement

It is agreed that failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insured with respect to the coverage afforded by this policy provided such failure or omission was not intentional.

Accepted Declined

Delayed Notice of Occurrence Endorsement

The Duties in the Event of Occurrence, Claim, or Suit section of the policy is amended to include:

knowledge of any occurrence, claim, or suit by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such injury, claim, or suit shall have been received by the risk manager or any executive officer.

Accepted Declined

Blanket Waiver of Subrogation Endorsement

The policy is amended to include the following:

If is further agreed that where required by contract, with respect to such insurance as is afforded by this policy, the Company waives any right of subrogation it may acquire against any party(ies) of such contract by reason of any payment made under this policy.

Accepted Declined

Clarification of Punitive Damages Endorsement

This policy covers punitive damages unless barred by a specific state statute or a court of law.

Accepted Declined

Cancellation Notice: Please lengthen the cancellation notice requirement to 90 days, per endorsement CG 02 24 (earlier notice of cancellation).

Accepted Declined

Pollution Exclusion: The pollution exclusion should be no broader than that contained in ISO form CG 00 01.

Accepted Declined

Pollution Coverage: Please quote coverage for sudden and accidental pollution liability, per endorsement CG 04 22.

Accepted Declined

Elected or Appointed Officers as Additional Insureds: Please modify the "Who Is an Insured" provision to include the following while acting on behalf of the named insured: elected or appointed officers, bail bond board, district judges and members of boards, commissions, or agencies (CG 20 25).

Accepted Declined

Coverage for Volunteers: Please amend the "Who Is an Insured" provision to include volunteer workers as employees (CG 20 21, additional insured—volunteers).

Accepted Declined

REQUESTED SERVICES

List of Forms: Please provide a copy of the policy form and any endorsements that will be attached to the policy, showing the edition date of each.

Accepted Declined

Copies of Forms: Please provide a copy of the policy form and any endorsements, if coverage will not be written on the ISO commercial general liability policy form CG 00 01.

Accepted Declined

Loss Runs: Please provide Quarterly general liability loss reports that contain the following information: amounts paid, reserved, and recovered BY DIVISION, SUBSIDIARY, DEPARTMENT, LOCATION, SUPERVISOR, OTHER.

Accepted Declined

Loss Control Services: Please outline the loss control services that will be provided.

Accepted Declined

QUOTED PREMIUM

Total Premium: \$_____

Premium Computation Information: Please provide full details of the premium computation:

Premium Payment Plan: Please provide the details of any available premium payment plans:

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed Underwriting Information.

Employee Benefits Liability: The total number of employees is 3330 (refer to page 22).

Loss Control Programs: DESCRIBE

Loss History: Refer to attached LOSS SUMMARY, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION.

E. REQUESTED COVERAGES, LIMITS, AND SIR

\$1,000,000 Law enforcement officers errors and omissions liability Each Claim
\$1,000,000 Annual aggregate

Need options of \$50,000 and \$100,000 in punitive or exemplary damages for the limits specified.

Requested Effective Date: January 1, 2011 to January 1, 2013

Accepted Declined

Named Insured: The named insured should read as follows. HIDALGO COUNTY

Accepted Declined

Include as Insureds:

Individual law enforcement officers and employees of the Sheriff's Department. This coverage should apply to individuals who now are, will be, or were with the Sheriff's Department.

Accepted Declined

Public officials and employees of the County while in furtherance of the pursuits of the Sheriff's Department.

Accepted Declined

Volunteer and part-time workers in the Sheriff's Department.

Accepted Declined

Heirs, estates, executors administrators, legal representatives, and assigns of all the above in the event of death, bankruptcy or incompetency.

Accepted Declined

Occurrence Coverage Trigger: Please provide occurrence-based coverage.

Accepted Declined

Definition of "Occurrence": If coverage will be written on an "occurrence" form, please define the term "occurrence" to mean a "happening or event" rather than an "accident."

Accepted Declined

Prior Acts Coverage: In the past the County has purchased coverage on a claims-made basis. Please include coverage for prior acts in your occurrence policy.

Accepted Declined

No Retroactive Date: If coverage will be on a claims-made basis, please provide full prior acts coverage. There should be no retroactive date or other similar restrictions. We are prepared to certify that we know of no incidents that could give rise to claims in the future.

Accepted Declined

Extended Reporting Period (ERP) Option: If coverage will be on a claims-made basis, please include a 3-year ERP option that the insured may elect to purchase in the event of cancellation or nonrenewal by either the insurer or the insured.

Accepted Declined

Time To Elect ERP: The ERP option should be available to the insured for 30 days after the effective date of cancellation or nonrenewal.

Accepted Declined

"Pay on Behalf of" Coverage: Please provide coverage on a "pay on behalf of" basis.

Accepted Declined

First Dollar Defense Coverage: Please provide defense coverage on a "first dollar" (no deductible) basis.

Accepted Declined

Defense Coverage Outside of Limits: Please provide defense coverage in addition to (rather than as part of) the policy limit.

Accepted Declined

Defense Coverage for Questionable Claims: Please provide coverage for defense of questionable or possibly excluded claims.

Accepted Declined

Supplementary Payments: Please provide coverage for the following "supplementary payments" in addition to limits: premiums on appeal bonds, interest on judgments, expenses incurred in assisting the insurer in defending claims.

Accepted Declined

Mutual Law Enforcement Agreement: Please provide coverage for liability assumed in any mutual law enforcement agreements.

Accepted Declined

"Moonlighting" Coverage: Please include coverage for Law Enforcement Officers while "moonlighting."

Accepted Declined

Punitive Damages: Please provide coverage for punitive or exemplary damages unless such coverage is prohibited in the jurisdiction where claim is brought.

Accepted Declined

Covered Perils: Please provide coverage for liability claims arising from the following.

False arrest, detention, or imprisonment

Accepted Declined

Malicious prosecution

Accepted Declined

Wrongful entry, eviction, or other invasion of the right of private occupancy

Accepted Declined

Discrimination (as respects noninsureds)

Accepted Declined

Humiliation

Accepted Declined

Libel, slander, entrance in violation of the right of privacy

Accepted Declined

Assault and battery

Accepted Declined

First aid E&O

Accepted Declined

False or improper service of process

Accepted Declined

Violation of property rights

Accepted Declined

Violation of civil rights

Accepted Declined

Alleged criminal acts

Accepted Declined

Delete Exclusions: Please agree to delete any of the following exclusions if contained in your form.

Damages for violation of civil rights

Accepted Declined

Bodily injury while in custody of an officer

Accepted Declined

Bodily injury while in jail (e.g., jail fires)

Accepted Declined

Damage to tangible property

Accepted Declined

Misuse of a motor vehicle

Accepted Declined

Care, custody, and control of property of others

Accepted Declined

Intentional acts

Accepted Declined

Delete Products Liability Exclusion: Please delete this exclusion if contained in your form.

Accepted Declined

Modify Products Liability Exclusion: If your form's products liability exclusion cannot be deleted, please modify it so that it clearly does not apply to claims relating to the negligent use of equipment or instruments intended as law enforcement aids.

Accepted Declined

Knowledge of Occurrence Provision Endorsement

It is agreed that knowledge of an occurrence, claim, or suit by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless the Law Enforcement Department, County, Risk Manager of the insured shall have such knowledge.

Accepted Declined

Ninety Days' Notice of Cancellation: Please endorse the policy to provide 90 days' notice of cancellation, material policy change, or intent not to renew.

Accepted Declined

REQUESTED SERVICES

Copy of Form: Please attach a copy of the proposed form and all proposed endorsements to your proposal.

Accepted Declined

Insurer's Best Rating: Please include the insurer's Best's Rating in your proposal.

Accepted Declined

Defense Counsel: If the insured will not be allowed to participate in the selection of defense counsel, please identify the law firm and individual attorneys that would handle the defense of any claims that might be brought against insureds and outline their experience handling suits of this type.

Loss Control Services: Please describe in your proposal the loss control assistance that will be provided.

QUOTED PREMIUM

Total Premium: \$_____

Premium Breakdown: Please indicate the premium charges (if any) for each of the requested coverage provisions, such as prior acts coverage, "moonlighting" coverage, etc.: _____

Cost of ERP Option: Please indicate the cost of the extended reporting period (ERP) option: _____

Premium Payment Plan: Please provide the details of any available premium payment plan: _____

EXPOSURE AND RATING INFORMATION

Refer to enclosed Law Enforcement Liability Underwriting Information.

F. PUBLIC OFFICIALS LIABILITY

REQUESTED COVERAGES, LIMITS, AND SIR

\$50,000.00; \$100,000 In Punitive or Exemplary Damages with limit as specified.
\$2,000,000 Per Occurrence Public officials errors and omissions liability
\$2,000,000 Annual aggregate

****Please endorse to the policy, Bail Bond Board and District Judges**.**

REQUESTED COVERAGE PROVISIONS

Requested Effective Date: January 1, 2011 to January 1, 2013

Accepted Declined

Named Insured: The named insured should read as follows. HIDALGO COUNTY

Accepted Declined

Include as Insureds: Please include the following as insureds.

Individuals who now are, will be, or were elected or appointed public officials, district judges of the County.

Accepted Declined

All boards including bail bond board, commissions, and other departments within the named insured's budget

Accepted Declined

Employees (including part-time employees)

Accepted Declined

Volunteers

Accepted Declined

Heirs, estates, executors, administrators, legal representatives, and assigns of all of the above in the event of death, bankruptcy, or incompetency

Accepted Declined

Occurrence Coverage Trigger: Please provide occurrence-based coverage.

Accepted Declined

Definition of "Occurrence": If coverage will be written on an "occurrence" form, please define the term "occurrence" to mean a "happening or event" rather than an "accident."

Accepted Declined

Prior Acts Coverage: In the past the County has purchased coverage on a claims-made basis. Please include coverage for prior acts in your occurrence policy.

Accepted Declined

No Retroactive Date: If coverage will be on a claims-made basis, please provide full prior acts coverage. There should be no retroactive date or other similar restrictions. We are prepared to certify that we know of no incidents that could give rise to claims in the future.

Accepted Declined

Extended Reporting Period (ERP) Option: If coverage will be on a claims-made basis, please include a 3-year ERP option that the insured may elect to purchase in the event of cancellation or nonrenewal by either the insurer or the insured.

Accepted Declined

Time To Elect ERP: The ERP option should be available to the insured for 30 days after the effective date of cancellation or nonrenewal.

Accepted Declined

"Pay on Behalf of" Coverage: Please provide coverage on a "pay on behalf of" basis.

Accepted Declined

First Dollar Defense Coverage: Please provide defense coverage on a "first dollar" (no deductible) basis.

Accepted Declined

Defense Coverage Outside of Limits: Please provide defense coverage in addition to (rather than as part of) the policy limit.

Accepted Declined

Supplementary Payments: Please provide coverage for the following "supplementary payments" in addition to limits: premiums on appeal bonds, interest on judgments, expenses incurred in assisting the insurer in defending claims.

Accepted Declined

Definition of "Wrongful Act": Please include the following definition of wrongful act.

Liability arising from actual or alleged negligence, errors or omissions, breaches of duty, misfeasance, malfeasance, and nonfeasance of any insured.

Accepted Declined

Violation of Civil Rights Exclusion: Please delete this exclusion if included in your form.

Accepted Declined

Punitive Damages: Please provide coverage for punitive or exemplary damages unless such coverage is prohibited in the jurisdiction where claim is brought.

Accepted Declined

Delete Professional Liability Exclusions: Please agree to delete any exclusions of claims against employed attorneys, architects, medical personnel, engineers, etc., acting within the scope of their professional duties.

Accepted Declined

Defense of Injunctive Relief Claims: Please provide defense coverage for injunctive relief (nonmonetary damage) claims.

Accepted Declined

Faulty Preparation of Bid Specifications Exclusion: Please delete this exclusion if included in your form.

Accepted Declined

Defense Coverage for Questionable Claims: Please provide coverage for defense of questionable or possibly excluded claims.

Accepted Declined

Failure To Maintain Insurance Exclusion: Please delete any such exclusion. We are willing to provide a schedule of insurance and report any material changes in the schedule to the insurer.

Accepted Declined

Insured versus Insured Claims: Please include coverage for suits by one insured against another.

Accepted Declined

Intentional Acts: Please delete this exclusion if included in your form.

Accepted Declined

Consent To Settle: Please include a "consent to settlement" provision specifying that claims may be settled by the insurer only with consent of the insured.

Accepted Declined

Knowledge of Occurrence Provision Endorsement

It is agreed that knowledge of an occurrence, claim, or suit by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless the County Judge, or Risk Pool Coordinator of the insured shall have such knowledge.

Accepted Declined

Ninety Days' Notice of Cancellation: Please endorse the policy to provide 90 days' notice of cancellation, material policy change, or intent not to renew.

Accepted Declined

REQUESTED SERVICES

Copy of Form: Please attach a copy of the proposed form and all proposed endorsements to your proposal.

Accepted Declined

Defense Counsel: If the insured will not be allowed to participate in the selection of defense counsel, please identify the law firm and individual attorneys that would handle the defense of any claims that might be brought against Insureds and outline their experience handling suits of this type. _____

Loss Control Services: Please describe in your proposal the loss control assistance that will be provided.

QUOTED PREMIUM

Total Premium: \$_____

Premium Breakdown: Please indicate the premium charges for each of the requested coverage provisions, including the premium charge (if any) for prior acts coverage: _____

Cost of ERP Option: Please indicate the cost of the extended reporting period (ERP) option: _____

Premium Payment Plan: Please provide the details of any available premium payment plan:

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION SUMMARY, UNDERWRITING INFORMATION SUMMARY GOVERNMENTAL SUPPLEMENT, OTHER.

G. ADDITIONAL COVERAGES

DIFFERENCE IN CONDITIONS

Hidalgo County is seeking a proposal for premises liability, automobile liability and difference in limits and conditions for business operations conducted in Mexico with the following limits:

Commercial General Liability:

\$ 1,000,000	Each Occurrence
\$ 1,000,000	Products/Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury Aggregate
\$ 1,000,000	Premises Damage Limit (Each Occurrence)
\$ 10,000	Medical Expense Limit (Each One Person)

Contingent Automobile Liability:

\$ 1,000,000 Each Accident

Hired Auto Physical Damage:

\$ 25,000	Each Claim
\$ 25,000	Annual Aggregate

Cargo: \$ 100,000 Personal Property in Transit

MEXICO COVERAGE

According to the schedule of vehicles, Hidalgo County is requesting bids for Mexican insurance in accordance to Mexican law: **(See information under "Exhibits")**

\$ 300,000	CSL
\$ 25,000	Medical Payments
\$ 500	Ded. Collision
\$ 1,000	Theft, Vandalism, Fire

UNDERGROUND STORAGE TANK LIABILITY:

Hidalgo County is seeking a proposal for "Underground Storage Tank Liability Coverage as follow:

Limits of Liability:

- a.) \$ 2,000.000 Per Storage Tank Incident Limit (USTs)
- \$ 2,000.000 Per Storage Tank Incident Limit (ASTs)
- b.) \$ 2,000.000 Aggregate Limit (USTs)
- \$ 2,000.000 Aggregate Limit (ASTs)
- \$ 4,000.000 Aggregate Total Limit (UST & ASTs-exclusive of Legal Defense)

c.) \$ 2,000,000 Aggregate Legal Defense Expense Limit

Deductible:

\$ 5,000.00 Per Claim or Corrective Action Cost

MEDICAL MALPRACTICE LIABILITY:

Hidalgo County is seeking a proposal for “Medical Malpractice Liability as follow:

Limits of Liability-Coverage A-Professional Liability

a.) \$ 1,000,000 Each Claim

\$ 3,000,000 Aggregate

Deductible:

\$ 25,000 Each Claim or Occurrence

CRIME POLICY LIMITS

Hidalgo County is seeking a proposal for “Crime Policy Liability as follow:

Limits of Insurance and Deductibles

<u>Limit Of Insurance</u> <u>Per Occurrence</u>	<u>Deductible Amount</u> <u>Per Occurrence</u>	
\$ <u>500,000</u>	\$ <u>10,000</u>	Employee Theft-Per Loss Coverage
\$ <u>500,000</u>	\$ <u>10,000</u>	Forgery Or Alteration
\$ <u>500,000</u>	\$ <u>10,000</u>	Inside The Premises-Theft Of Money And Securities
\$ <u>500,000</u>	\$ <u>10,000</u>	Inside The Premises-Robbery Or Safe Burglary Of Other Property
\$ <u>500,000</u>	\$ <u>10,000</u>	Outside The premises
\$ <u>500,000</u>	\$ <u>10,000</u>	Computer Fraud

ERRORS AND OMISSIONS – DISTRICT CLERK LIMITS

Hidalgo County is seeking a proposal for “Errors And Omissions” For District Clerk as follow:

Limit Of Insurance	Deductible	
\$ <u>700,000</u> including cost and expense	\$ 1,000	District Clerk – Each and every claim and in the aggregate
\$ <u>500,000</u> including cost and expense	\$ 1,500	County Clerk – Each and every claim and in the aggregate

OPTIONAL: *Please submit a proposal for “Errors And Omissions” For County Clerk.*

FLOOD INSURANCE:

REQUESTED COVERAGES, LIMITS AND DEDUCTIBLES

Hidalgo County desires specific Flood Insurance policies for various property per the schedule provided. The County will consider policies by location on a per building basis and reserves the right to purchase all, part or none of the coverage.

Exact Name of Insurer (not company group or wholesaler)

Company's General Policyholder's Rating and Financial rating as published by A.M. Best.

Deviations from Specifications

Please describe coverage deviations, restriction, and modifications, not outlines in your answers above or provided and other information you feel is appropriate and will clarify the proposal of benefit Hidalgo County.

Building	Contents	Deductible
\$500,000.00	\$500,000.00	\$1,000.00

EXCESS FLOOD INSURANCE:

REQUESTED COVERAGES, LIMITS AND DEDUCTIBLES

Hidalgo County requests Excess Flood Insurance to insure its property locations. The County is considering coverage and reserves the right to forgo its purchase. This particular part of the proposal must be submitted as a separate option and listed as "Option 2".

Limit: \$5,000,000.00 in Excess of NFIP Maximum Building and Contents

Limit: \$5,000,000.00 in Excess of \$1,000,000.00

Valuation: Replacement Cost

See attached Property Schedule

Limit: _____

Annual Premium: _____

Valuation Basis: _____

ACV will be considered.

Exact name of Insurer (not company group or wholesaler)

Company's General Policyholder's Rating and Financial Rating as published by A.M. Best.

Deviations from Specifications

Please describe coverage deviations, restrictions, and modifications, not outlined in your answers above or provided any other information you feel is appropriate and will clarify the proposal or benefit Hidalgo County.

ADDITIONAL SPECIFICATIONS/REQUIREMENTS:

Hidalgo County is requesting to include fee proposal for "Third Party Administration Services" to be included in proposal. Third Party Administration Services and/or Claims Adjuster Fees will be reimbursed for payment through the awarded vendor submitting proposal.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"PROPERTY AND CASUALTY INSURANCE"
(Including Third Party Administration Services)

RFP EVALUATION/SELECTION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County Commissioner's Court may elect to conduct evaluations or establish a Scoring/Grading Committee to perform such evaluations. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP.

- | | | |
|----|--|-------------------|
| 1. | Responsiveness to Request for Proposal | 15 Points |
| | a. Requested information included and thoroughness of response. | |
| | b. Understanding and acceptance of the scope of insurance coverage and services. | |
| | c. Acceptance of the RFP and Contract requirements. | |
| | d. Clarity and conciseness of the response. | |
| 2. | Economic evaluation of the Proposed Fee Schedule | 60 Points |
| 3. | Capability to provide the services requested. | |
| | a. Background of Proposer and support personnel, including Professional qualifications and length of time working in Proposers capacity. | |
| | b. Relevant experience of Proposer. | |
| | c. Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. | |
| | d. Other resources, including total number of employees. | |
| | e. References with contact names and telephone numbers. | 25 Points |
| | Total Points | 100 Points |

RFP EVALUATION/SELECTION CRITERIA FORM

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Responsiveness to Request for Proposal	0-15	_____
a. Requested information included and thoroughness of response.		
b. Understanding and acceptance of the scope of insurance coverage and services.		
c. Acceptance of the RFP and Contract requirements.		
d. Clarity and conciseness of the response.		
2. Economic evaluation of the Proposed Fee Schedule	0-60	_____
3. Capability to provide the services requested.		
a. Background of Proposer and support personnel, including Professional qualifications and length of time working in Proposers capacity.		
b. Relevant experience of Proposer.		
c. Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions.		
d. Other resources, including total number of employees.		
e. References with contact names and telephone numbers.		
	0-25	_____
Total	100 Points	_____

Provider: _____

Evaluator: _____ Date: _____

Comments: _____



**HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application**

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ()			
dba Name:				
Legal Name:				
Mailing Address :	Fax No. ()			
Physical Address:				
City, State, Zip	Tax I.D. No.			
Remit to Address :	City, State, Zip			
E-Mail Address:				
Representative(s) Name(s) & Title(s)				
Type of Organization (check one):	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> 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):	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify			
<u>Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:</u>				
<u>Small and/or Disadvantaged Business Information (check application criteria)</u>				
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: _____

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, 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.

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.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED	
INSURERS AFFORDING COVERAGE	
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 THEIR 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	<input type="checkbox"/> GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL AND ADV INJURY	\$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE	\$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP	\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG	\$
						\$
C	<input type="checkbox"/> EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	<input type="checkbox"/> OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 [] Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

[] Yes [] No

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

[] Yes [] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

[] Yes [] No

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

4 Signature of person doing business with the governmental entity

Date

HIDALGO COUNTY PROPERTY & CASUALTY INSURANCE				Price Difference
2013-2014 Coverage Summary			2015-2016 Coverage Summary	+ -
Type Of Coverage		Premium/Fees	Premium/Fees	
Commercial Property/Boiler Machinery- Terrorism Included	Chubb-Federal Insurance	\$746,228.00	\$745,728.00	- \$500.00
Wind/Hail Deductible Buy Back	Landmark America Insurance	\$99,114.00	\$99,114.00	0
Differences In Conditions/ Kidnap/Extortion	Ace American Insurance	\$10,000.00	\$10,000.00	0
Medical Malpractice Liability	Evanston Insurance	\$119,572.00	\$127,439.00	+ \$7,867.00
Errors/Omissions District Clerk	Certain Underwriters @ Lloyds	\$8,454.00	\$9,171.00	+ \$717.00
Errors/Omissions County Clerk	Certain Underwriters @ Lloyds	\$6,178.00	\$8,486.00	+ \$2,308.00
Pollution Liability	Illinois Union	\$4,600.00	\$4,242.00	- \$358.00
Third Party Administration	TriStar	\$48,000.00	\$48,000.00	0
Automobile-Mexico	Grupo Nacional Provincial	\$2,350.00	(Cancelled) 0	- \$2,350.00
Public Entity Casualty Package – Includes: Auto Liability General Liability Catastrophic Auto Physical Damage Law Enforcement Public Officials Crime	Munich Princeton ACE	 \$1,546,233.00	 \$1,610,311.00	 + \$64,078.00
TOTAL PREMIUM		\$2,590,729.00	\$2,662,491.00	+ \$71,762.00

Hidalgo County
 PO Box 1356
 Edinburg, TX 78540

11/3/2014

INVOICE

Term: 01/01/2015 – 01/01/2016

Company	Line of Business	Coverage Limit	SIR/Deductible	Projected Premium/Fees
Chubb –Federal Ins	Property/Boiler Machinery	\$291,923,678	\$25,000 2% Wind/Hail	\$745,728.00
Landmark American	Wind/Hail Deductible Buyback	\$269,864,234	\$50,000	\$99,114.00
Munich – Princeton	General Liability	1,000,000/2,000,000	\$100,000	\$430,600.00
Munich – Princeton	Auto Liability	1,000,000	\$100,000	\$167,454.00
Munich – Princeton	Catastrophic Auto Physical Damage	1,000,000	\$100,000	\$71,766.00
Munich – Princeton	Public Officials	2,000,000/2,000,000	\$100,000	\$637,925.00
Munich – Princeton	Law Enforcement	1,000,000/2,000,000	\$100,000	\$287,066.00
ACE	Crime	500,000	\$ 35,000	\$15,500.00
Ace American	Differences in Conditions	1,000,000		\$3,000.00
Ace American	Kidnap/Extortion	Various	Various	\$7,000.00
Illinois Union	Pollution Liability	2,000,000/4,000,000	\$5,000	\$4,242.00
Evanston Insurance	Medical Malpractice Liability	1,000,000/3,000,000	\$25,000	\$127,439.00
Certain Underwriters @ Lloyds	Errors/Omissions District Clerk	700,000/700,000	\$1,000	\$9,171.00
Certain Underwriters @ Lloyds	Errors/Omissions County Clerk	500,000/500,000	\$1,500	\$8,486.00
TriStar	Third Party Administration			\$48,000.00
TOTAL PREMIUM				\$2,662,491.00

The premium has been determined upon the auto, equipment and property schedule along with other underwriting information received. A premium adjustment will be made for any additional vehicles, equipment and increase in property values or other increase in exposure. The premium indicated does include fees.

Payment due upon receipt.
 Thank you for your business!



ALL FORMS OF INSURANCE



AI-47418

Purchasing Department 15. I. 2.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: S. Cruz, HC-Budget Officer

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for HC to exercise the first (1st) (of two (2) possible) one (1) year extensions as provided in RFP No. 2013-155-11-20-YSI Excess Workers Compensation Insurance with acceptance and approval of Premiums & Fee Schedule as submitted by and through Montalvo Insurance Agency as 2015 Coverage in the total amount of \$188,143.00 effective January 01, 2015 through January 01, 2016 with authority for County Treasurer to issue payment(s)/check(s) after review, audit and processing procedures conducted by County Auditor with the authority for Valde Guerra, HC Executive Officer to sign any applicable documentation.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 5-2202-419-50-115-066-0-524

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

ccess w cm
13-155-11-20

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/14/2014 02:01 PM
Budget & Management	Veronica Ortiz	11/14/2014 02:08 PM
Auditor's Office	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Yvette Islas		Started On: 11/14/2014 10:16 AM
	Final Approval Date: 11/14/2014	

Invoice
11/14/2014

Montalvo Insurance Agency
 PO Box 2
 Weslaco, Texas 78599
 956-968-5521

To: Hidalgo County
 PO Box 1356
 Edinburg, Texas 78540

Type of Coverage: Excess Workers Compensation	
Company: Safety National Casualty Corporation	
Term: 01/01/2015 – 01/01/2016	
Total Premium Due:	\$188,143.00

Payment due upon receipt.
Thank you for your business!



Safety National Casualty Corporation

11/14/2014

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: HIDALGO COUNTY, ETAL
Account: 6004800 Previous Policy Number AGC4050336
Specific & Aggregate Excess

Contract Terms: Option#1011423135	
Liability Period:	01/01/2015 – 01/01/2016
Payroll Reporting Period:	01/01/2015 – 01/01/2016
Payroll:	\$134,387,782
Manual Premium:	\$1,632,020
Experience Modification Factor:	1.000
Standard Premium:	\$1,632,020
Self-Insured Retention:	\$500,000
Specific Limit:	Statutory
Employers Liability Limit: Per Occurrence	\$1,000,000
Loss Fund Rate: Rate % Standard Premium	160.0%
Estimated Loss Fund:	\$2,611,232
Minimum Loss Fund: Estimated X 100.00%	\$2,611,232
Aggregate Excess Limit:	\$2,000,000
Loss Limitation:	\$500,000
Premium Rate: Rate \$100 Payroll	\$0.14
Minimum/Deposit Premium:	\$188,143.00
Pay Plan: ANNUAL PAYMENT	



ALL FORMS OF INSURANCE



Safety National Casualty Corporation

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Endorsements:

General Endorsements applicable to all quote options:

0291 00 0708 (XWC) VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINEATION
0293 00 0906 (XWC) FOREIGN VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY
0341 02 0196 (XWC) SPECIFIC EXCESS COVERAGE (CASH FLOW PROTECTION)
TEXAS MANDATORY ENDORSEMENT(S), IF APPLICABLE
1061 10 1207 (XWC) POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Contingencies:

The quote is subject to the following:

1. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 85% of covered terrorism losses exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%
2. Subject to receipt, review and acceptance of information contained in SNCC's Employee Concentration Supplemental Information (08/04) form prior to binding.

Comments:

1. Endorsements mandated by the coverage state(s) will automatically be added to your policy regardless of whether they are shown in the above schedule. In addition, a change in an endorsement form number may occur as a result of state filing requirements/updates arising subsequent to this quote.
2. Included in our quote are the MAP Client Services. These resources consist of both risk control and claim services including: Safety Essentials On-line; Workers' Comp Kit; Safety Training Source; and Best Doctors Catcare and Ask Best Doctors programs - which provide in-depth case review by world renowned doctors.
3. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 85% of covered terrorism losses exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%
4. Cash Flow Endorsement Retention: \$350,000.



Domestic Crisis Management and International Extraction

Safety National Crisis Protection is a crisis management and extraction benefit provided exclusively for Safety National's Excess and Large Deductible Workers' Compensation customers. If your business undergoes a qualifying "Domestic Crisis Event" that directly involves your business and involves the death of two or more of your employees, Safety National will either pay one of our approved vendors to assist with crisis management or reimburse you directly for the approved costs incurred with a vendor of your choice. If you experience a qualifying "International Extraction Crisis Event" that requires international employee extraction, we will reimburse you directly for the approved costs.

How Does It Work?

If a qualifying "Domestic Crisis Event" or "International Extraction Crisis Event" occurs, Safety National Crisis Protection will help you minimize post-crisis risk to the organization, its stakeholders and employees directly involved in the event (including immediate family of the involved employee). The annual, aggregate limit for these complimentary benefits, or any combination of the two, is \$50,000. These benefits are accessible when you need them and are provided by Safety National free of charge.

"Domestic Crisis Events" Include:

<p>Multiple employee deaths (two or more) resulting from the following man-made events:</p> <ul style="list-style-type: none"> ▶ Explosion ▶ Arson ▶ Bombing ▶ Workplace Violence ▶ Structural Fire ▶ Vehicular Accident 	<p>Multiple employee deaths (two or more) resulting from the following natural disasters:</p> <ul style="list-style-type: none"> ▶ Tornado ▶ Explosion ▶ Wildfire ▶ Structural Fire ▶ Earthquake and any Resulting Tsunami ▶ Hurricane ▶ Flood
---	--

"International Extraction Crisis Events" Include:

Employee extraction necessitated by the following:

<p>Man-Made Events:</p> <ul style="list-style-type: none"> ▶ Explosion ▶ Arson ▶ Bombing ▶ Riot ▶ Government Collapse & Political Unrest 	<p>Natural Disasters:</p> <ul style="list-style-type: none"> ▶ Tornado ▶ Explosion ▶ Wildfire ▶ Earthquake and any Resulting Tsunami ▶ Cyclone/Typhoon/Hurricane ▶ Flood
--	---

Benefits:

<ul style="list-style-type: none"> ▶ Provided at no cost to policyholders, with a \$50,000 annual, aggregate benefit limit for a qualifying "Domestic Crisis Event," a qualifying "International Extraction Crisis Event" or any combination of the two. ▶ A 24-hour crisis hotline to preferred and approved "Domestic Crisis Event" vendors. ▶ Benefit extends to immediate family of an employee that is directly involved in the "Domestic Crisis Event." 	<ul style="list-style-type: none"> ▶ The benefit can be used for qualified "Domestic Crisis Events" to help you with: <ul style="list-style-type: none"> • Crisis Management • Crisis Response • Public Relations • Emergency Psychological Treatment ▶ Includes crisis communication and media management. ▶ Short-term counseling and referral for directly involved employees and their immediate family.
--	--



For more information about Safety National Crisis Protection, please visit www.safetynational.com/crisis_protection. If you have additional questions about this free benefit, please contact us at crisisprotection@safetynational.com.



Safety National at a Glance



Proceed with Safety

Company History and Background

- Specialists in Workers' Compensation since 1942
- Licensed and admitted in all 50 states, the District of Columbia, Guam, Puerto Rico, Canada, and the U.S. Virgin Islands
- Exclusive distribution through brokers and agents
- Leading and longest continual provider of Excess Workers' Compensation in the United States
- High level of dedication, knowledge, experience and quality service distinguish us in the marketplace
- Named one of the "Best Places to Work" by Business Insurance magazine

Financial Strength and Stability*

- Policyholders' surplus - \$1.2 billion (22.9% increase over 6/13) and \$4.6 billion in assets
- A.M. Best Rating "A+" (Superior) Financial Size Category XII
- Standard & Poor's "A+" (Strong)
- A member of the Tokio Marine Group, with approximately \$180 billion in total assets. The Group's main operating subsidiary, Tokio Marine & Nichido Fire (TMNF), enjoys an A.M. Best Rating of A++ (Superior), Financial Size Category XV.

Products and Services

- Excess Workers' Compensation
 - Specific and Aggregate Excess Coverage for individual or group self-insureds
 - Monoline Aggregate Coverage
- Self-Insurance Bonds
- Loss Portfolio Transfers (LPT)
- TEXcess®- Texas Non Subscriber Program
- Oklahoma Elect
- Treaty Reinsurance
- Public Entity Multi-Line Coverage
- Large Casualty Program
 - Large Deductible Workers' Compensation
 - Auto and General Liability
- Alternative Risk Programs
- MAP Client Services
 - Risk Control Services
 - Safety National Crisis Protection
- Best Doctors Partnership

** as of June 30, 2014*



PURCHASING DEPARTMENT
County Of Hidalgo

October 28, 2013

Re: **HIDALGO COUNTY**

Request For Proposals-**"Excess Workers' Compensation Insurance-Hidalgo County"**
RFP NO: 13-155-11-20-YSI

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST

HIDALGO COUNTY
"EXCESS WORKERS' COMPENSATION INSURANCE"

RFP NO: 13-155-11-20-YSI

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit A, Requirements, Scope of Services 7 pages & Additional Specifications/Requirements consisting of 10 pages. Total of 17 pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of 3 pages.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 page.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Proposer/Vendor Application, Historically Underutilized Business (HUB) Declaration, and IRS W-9 Form, consisting of 6 pages.
9. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.
10. Exhibits-Table of Contents, consisting of 8 pages including cover sheet.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

October 28, 2013
Date

RFP NO: 13-155-11-20-YSI	BUYER: YVETTE SALINAS	Tel. No: (956) 318-2626 x-4874
---------------------------------	------------------------------	---------------------------------------

REQUEST FOR PROPOSALS
HIDALGO COUNTY
“EXCESS WORKERS’ COMPENSATION INSURANCE”

November 20, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 13-155-11-20-YSI

1. Sealed proposals will be received for **Hidalgo County – “Excess Workers’ Compensation Insurance”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 13-155-11-20-YSI-Hidalgo County–“Excess Workers’ Compensation Insurance”** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, November 20, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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 THE FOLLOWING REFERENCE: RFP NO: 13-155-11-20-YSI—HIDALGO COUNTY—“EXCESS WORKERS’ COMPENSATION INSURANCE”.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via e-mail to yvette.salinas@co.hidalgo.tx.us BY NO LATER THAN Wednesday, November 13, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, November 15, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County 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 proposer, or to reject all proposals and re-advertise.

5. **For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall visit the job site before preparing**

the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
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 proposal 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 card 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 of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS: (If applicable)
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation – **“Hidalgo County–Excess Workers’ Compensation Insurance”**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufrazio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., November 20, 2013
Project/Anticipated Award Date: _____, 2013
Commence Work or Deliver Products _____, 2013

18. Bid or Performance Bond and **Debarment Certification**; ~~Payment Under Contract:~~
- . ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer 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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

21. If, during the life of any contract or proposal awarded, the successful proposer'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. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer 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 proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;

- B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer 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 proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal
HIDALGO COUNTY
“EXCESS WORKERS’ COMPENSATION INSURANCE”
RFP NO: 13-155-11-20-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

EXHIBIT A
REQUIREMENTS/SCOPE OF SERVICES
HIDALGO COUNTY
REQUEST FOR PROPOSAL
“EXCESS WORKERS’ COMPENSATION INSURANCE”
RFP NO.: 13-155-11-20-YSI

HIDALGO COUNTY
REQUEST FOR PROPOSAL

“EXCESS WORKERS’ COMPENSATION INSURANCE”

RFP NO: 13-155-11-20-YSI

OVERVIEW:

Hidalgo County (hereinafter referred to as “COUNTY”) is soliciting proposals from organizations (hereinafter referred to as “PROPOSER”) qualified to perform professional excess workers’ compensation insurance for the COUNTY’s self-funded Workers’ Compensation Insurance Program. The scope of the work will encompass all aspects of COUNTY operations and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as “RFP”) is only to be used for the purpose of preparing a proposal in the excess workers’ compensation insurance.

Sealed proposals will be accepted until **9:30 A.M., November 20, 2013, ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No.1 Board of Directors may at their option, utilize the **“Excess Workers’ Compensation Insurance”** Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No.1. Should the Board of Director’s of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

Deliver Submittal to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 13-155-11-20-YSI
“EXCESS WORKERS’ COMPENATION INSURANCE”

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Hwy. 281, at Hidalgo County New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA E-MAIL BY NO LATER THAN Wednesday, November 13, 2013,** at 5:00 P.M. at yvette.salinas@co.hidalgo.tx.us. Responses will be sent to all applicants via e-mail by **Friday, November 15, 2013.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications or requirements as set forth in this Request for Proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail. Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

- **DURATION OF CONTRACT:**

- 1.) **Initial Term:** Effective date is from **January 1, 2014**, through, **December 31, 2014;**
- 2.) **Renewals & Extensions:** It shall be at the County's sole discretion to renew and extend for an additional two (2), one year renewals/extensions at the same rates and under the same terms and conditions. Two (2), one (1) year renewals/extension rates are to be provided to Hidalgo County for consideration by no later than **October 1, 2014** for the first renewal/extension and no later than **October 1, 2015** for the second renewal/extension.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer 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.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and ten (10) copies** of the RFP shall be submitted to the address on the cover letter.

Proposers should apprise themselves of all available information. Proposers shall thoroughly examine the specifications, the schedule and all other contract documents.

Proposals should be in conformance with the specifications. Care should be taken to match the requested plan designs as closely as possible. The Request for Proposal specifications are not intended to be restrictive, but Proposals, not in conformance to the specifications, will not be considered unless such nonconformance is explained in detail. General discussion and plan comparison of competing proposals will be in regards to the specified in-force benefits.

Due care has been exercised in the preparation of these specifications, and the information is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely on the proposer.

CONTENTS:

1. Conditions of Proposal
 - a. All information required by the proposal form shall be furnished.
 - b. Specification price sheets, specifications and necessary information are attached.
 - c. Alternate Proposal- Request for Proposal. Alternate Proposals will be considered. All alternate Proposals should be clearly marked "ALTERNATE PLAN I, ALTERNATE PLAN II., etc." Offerors are encouraged to be creative and to present their most competitive coverage and pricing Proposal.
 - d. The County reserves the right to revise and amend the specifications prior to the date set for the opening. Such revisions or amendments, if any will be announced by addenda or amendments to these specifications. Copies of these addenda so issued will be furnished to all prospective proposers.
 - e. **If you consider any portion of your proposal to be confidential information and that disclosure of its contents to competing proposers would be detrimental to your company, clearly identify those portions. It is the responsibility of the responding party to separate information it considers to be confidential and to place such confidential information on separate sheets of paper, each clearly labeled "CONFIDENTIAL". The identified portions will be protected from disclosure to the extent possible under the law.**
 - f. Proposals will be opened so as to avoid disclosure of contents to competing proposers, and not be made public during the process of negotiation. However, all Proposals shall be opened for public inspection after the award to of the contract, except for any bonafide secrets and/or confidential information contained in the proposal and identified as such.
 - g. Clarification of Objections to Proposal Requirements.
All such requests for information can only be made in writing sent by email on or before the deadline of **Wednesday, November 13, 2013** to:

Email to: yvette.salinas@co.hidalgo.tx.us

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

Hidalgo County is soliciting to contract with qualified firms(s) for Hidalgo County's Excess Worker's Compensation Insurance. Please refer to the "Additional Specifications/Requirements" for further requirements regarding qualifications.

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal and ten (10) copies.

SECTION III – RFP SELECTION AND SCHEDULES

SELECTION PROCEDURES:

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a Scoring/Grading Committee comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualification under the RFP, further the Selection Committee may select proposing organizations for “in person” presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected Proposer is subject to the action of Hidalgo County Commissioners Court.

PROPOSAL RANKING:

After the proposals have been reviewed, evaluated and scored, by the Scoring/Grading Committee, a grid will be presented to Commissioner’s Court for the purposes of ranking. Thereafter, Hidalgo County Commissioner’s Court will rank and/or award this proposal.

NEGOTIATION PROCESS:

The number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

EVALUATION: The evaluation system consists of a 100-point system. The participants will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein.

Sealed Request for Proposals must be submitted by **no later than 9:30 a.m. on Wednesday, November 20, 2013.** Overnight mail must also be properly labeled on the outside of the Express Envelope or Package with reference to: **RFP No.: 13-155-11-20-YSI “EXCESS WORKERS’ COMPENSATION INSURANCE.”**

PROPOSAL SHOULD BE SUBMITTED TO:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2812 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

ADDITIONAL SPECIFICATIONS/REQUIREMENTS

Hidalgo County, Texas

REQUEST FOR PROPOSALS EXCESS WORKERS' COMPENSATION INSURANCE

I. INTRODUCTION

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals from organizations (hereinafter referred to as "PROPOSER") qualified to perform professional excess workers' compensation insurance for the COUNTY's self-funded Workers' Compensation Program. The scope of the work will encompass all aspects of COUNTY operations and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal in the excess workers' compensation insurance.

II. GENERAL BACKGROUND

COUNTY is seeking a new contract for its workers' compensation program. COUNTY is seeking to purchase excess workers' compensation coverage with a \$350,000 per occurrence retention level with Statutory limits.

COUNTY's designated representative during the RFP process shall be COUNTY's Purchasing Agent, Martha L. Salazar, Hidalgo County Purchasing Department, Edinburg, Texas.

The COUNTY's fiscal year is from January 1, 2011 to December 31, 2011.

III. CONTRACT TERM

- a) **Initial Term:** Effective date is from **January 1, 2014 to December 31, 2014;**
- b) **Renewals & Extensions:** It shall be at the County's sole discretion to renew and extend for an additional two (2), one (1) year renewals/extensions at the same rates and under the same terms and conditions. Two (2), one year renewal/extensions are to be provided to Hidalgo County for consideration by no later than, **October 1, 2014** for the first renewal/extension and no later than **October 1, 2015** for the second renewal/extension.

IV. SCOPE OF SERVICES

- EXCESS WORKERS COMPENSATION SPECIFICATIONS ARE AS FOLLOW:
 - A. PROPOSER will prepare and submit IRS form 1099 for all vendors and mail the forms to vendors. PROPOSER will prepare and submit IRS 1099 data in a magnetic tape format no later than January 15th of each year to COUNTY.
 - B. All costs and expenses with the preparation and submission of proposal shall be the responsibility of

the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

C. This RFP provides the County's most recent Five (5) years of Summary Loss Information.

D. A Payroll History Exhibit is also included in the RFP.

V. PROPOSALS

The PROPOSER's completed Proposal pages of this RFP are the main source of evaluation for the Proposal. All PROPOSERS are encouraged to include any other information that they feel will enhance their opportunities to be awarded a Contract.

VI. PREPARATION OF PROPOSAL

A. PROPOSER is expected to examine this Request for Proposal (RFP) carefully, understand the terms and conditions for providing the pertinent services, and respond completely. Failure to respond completely may result in disqualification.

B. Failure to respond to all portions of this RFP may result in the PROPOSER's response being deemed non-responsive. If COUNTY deems a Proposal non-responsive, it will be disqualified. An officer or principal of the PROPOSER must sign proposals; however, an agent if accompanied by written evidence of authority may sign them.

C. All Proposals should include the PROPOSER's federal tax identification number.

VII. SELECTION PROCESS

COUNTY will conduct a comprehensive evaluation of all Proposals received in response to this RFP. COUNTY will establish a Selection Committee comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the Selection Committee may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of COUNTY's County Council.

A. Economic evaluation of the Proposed Fee Schedule **(20 Points)**

B. Responsiveness to the Request for Proposal **(20 Points)**

1. Requested information included and thoroughness of response.
2. Understanding and acceptance Of the scope Of services.
3. Acceptance of the RFP and Contract requirements.

4. Clarity and conciseness Of the response.
- C. PROPOSER's capability to provide the services requested and information contained in Attachment "A" **(60 Points)**
1. Background of PROPOSER and support personnel, including professional qualifications.
 2. Relevant experience of the PROPOSER.
 3. Specific experience with public entity clients.
 4. Other resources, including the total number of employees, number and location of offices.
 5. References and experience in the Texas public sector.

COUNTY may accept, within the time specified herein, any Proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of COUNTY.

The Contract will be awarded to the respondent whose Proposal will be most advantageous to COUNTY, as determined by the evaluation factor's listed herein and by the recommendation of the Selection Committee with approval of the County Commissioners Court.

VIII. TERMS AND CONDITIONS

Submission of Proposals: One (1) original and ten typed and bound copies of the Proposal shall be enclosed in a sealed envelope with the notation "Excess Workers' Compensation Insurance" clearly marked on the envelope. **All Proposals are due in the Purchasing at Hidalgo County no later than 9:30 AM CST on Wednesday, November 20, 2013. Any Proposal received at the location below after that time shall not be considered.**

Please mail or deliver your Proposal to:

Physical Address

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department (New Adm. Bldg.)
2812 S. Hwy. 281
Edinburg, TX 78539
(956) 318-2626

All provisions in PROPOSER's Proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or if a Proposal is selected, throughout the entire term of the Contract.

All Proposals become property of COUNTY upon receipt and will not be returned. Proposals submitted will clearly identify trade secrets or information deemed confidential by the PROPOSER by typing the word "**CONFIDENTIAL**" in bold fourteen (14) point font on the bottom margin and indicate what information is protected. However, all PROPOSERS are hereby notified that any Proposals submitted to COUNTY may be subject to disclosure, either in whole or part, under the Texas Public Information Act.

Independent Contractor - It is expressly understood and agreed that PROPOSER and all persons designated by it to provide services in connection with this RFP, is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that COUNTY shall in no way be responsible for any acts or omissions by the PROPOSER. Neither party hereto has authority neither to bind the other nor to hold out to third party that it has the authority to bind the other.

IX. INSURANCE & INDEMNITY PROVISIONS

- A. Prior to the commencement of any work under this CONTRACT, CONTRACTOR shall furnish an original completed certificate(s) of insurance to the COUNTY's DEPARTMENT OF BUDGET & MANAGEMENT, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon.
- B. The COUNTY reserves the right to review the insurance requirements of this section during the effective period of this CONTRACT and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the COUNTY's DEPARTMENT OF BUDGET & MANAGEMENT based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the COUNTY allow modification whereupon the COUNTY may incur increased risk.
- C. The COUNTY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the COUNTY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the COUNTY, the CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.
- D. CONTRACTOR agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions.
- Name the COUNTY and its directors, officers, employees, agents and elected officials as additional insured with respects to the operations and activities of, or on behalf of, the named insured performed under contract with the COUNTY, with the exception of the workers' compensation/employers' liability and the professional liability policies.
 - The CONTRACTOR's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the COUNTY for liability arising out of operations under the contract with the COUNTY.

- Provide for an endorsement that the "other insurance" clause shall not apply to the COUNTY where the COUNTY is an additional insured on the policy.
 - Workers' Compensation/Employers' liability policy will provide a waiver of Subrogation in favor of the COUNTY.
- E. CONTRACTOR shall notify the COUNTY in the event of any notice of cancellation, nonrenewal or material change in coverage and shall give such notices not less than ten (10) days prior to the change, or ten (10) days for nonpayment of premium, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the COUNTY, by Certified mail, at the following address:

Hidalgo County Department of Budget & Management
Attention: Flora Vazquez
2818 S BS Hwy 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

- F. **CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the COUNTY and its elected officials, employees, officers, directors, and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the COUNTY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of COUNTY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- G. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- H. CONTRACTOR shall promptly advise the COUNTY, in writing of any claim or demand against the COUNTY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT.

X. SCHEDULE OF EVENTS

RFP Mailouts

Monday, October 28, 2013

Proposals Due

Wednesday, November 20, 2013-9:30 a.m.

Contract Award

Possible Award On: Tuesday, December 10, 2013

Start Date

January 1, 2014

XI. RESERVATION OF RIGHTS

COUNTY reserves the right to:

- Reject any and all Proposals received.
- Issue a subsequent RFP
- Cancel the entire RFP
- Remedy technical errors in the RFP process
- Negotiate with any, all or none of the respondents to the RFP
- Accept the written Proposal as an offer
- Waive informalities and irregularities
- Accept one or more Proposals

This RFP does not commit COUNTY to enter into a Contract, nor does it obligate it to pay any costs incurred in preparation and submission of Proposals or in anticipation of a Contract.

WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, November 13, 2013 at 5:00 pm via e-mail at yvette.salinas@co.hidalgo.tx.us. Responses will be sent to all respondents via e-mail by Friday, November 15, 2013 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ATTACHMENT B

HIDALGO COUNTY, TEXAS

EXCESS WORKERS' COMPENSATION INSURANCE

Primary Program Options -

Limits:

WC: Statutory
EL: \$1,000,000/ \$1,000,000/ \$1,000,000

SIR Options:

WC & EL: a) \$350,000 Per Occurrence

Policies– All To Be Determined

Options/Coverages:

Payment Terms:

Insurer's Best Rating: Please include the insurer's Best's Rating in your proposal.

Accepted Declined

Requested Coverages, Limits, and Deductibles

Workers Compensation: Statutory

Employers Liability:

\$1,000,000 Bodily injury by accident, each accident (\$100,000 min.)

\$1,000,000 Bodily injury by disease, each employee (\$100,000 min.)

\$1,000,000 Bodily injury by disease, policy limit (\$500,000 min.)

Requested Coverage Provisions

Requested Effective Date: January 1, 2014 to December 31, 2014

Accepted Declined

Named Insured: The named insured should read as follows: HIDALGO COUNTY

Accepted Declined

Other States Coverage: Please provide other states coverage for all states and U.S. territories and possessions, except the monopolistic state fund states.

Accepted Declined

Please include the following endorsements:

Voluntary Compensation (WC 00 03 11A): Please include this endorsement providing coverage for state workers compensation benefits for employees not otherwise entitled to workers compensation benefits under that state's law, provided that the injured employee releases the employer and the insurer from all other responsibility for the injury. Voluntary coverage should apply to ALL EMPLOYEES NOT SUBJECT TO THE WORKERS COMPENSATION OR OCCUPATIONAL DISEASE LAW OF ANY STATE, EMPLOYEES INJURED WHILE TEMPORARILY WORKING OUTSIDE OF THE UNITED STATES AND CANADA, VOLUNTEERS, AGRICULTURAL EMPLOYEES, DOMESTIC EMPLOYEES, OTHERS in all states where legally permissible. Benefits payable should be those established in the workers compensation law of THE STATE OF HIRE, THE STATE WHERE INJURY OCCURS, THE STATE OF.

Accepted Declined

Waiver of Our Right To Recover from Others Endorsement (WC 00 03 13):

Please endorse the policy to provide *blanket* waivers of subrogation when required by written contract or agreement.

Accepted Declined

Ninety-Day Notice of Cancellation, Nonrenewal, or Material Change in Renewal. Please add the manuscript cancellation notice endorsement included with this submission.

Accepted Declined

Delayed Notice of Occurrence Endorsement

The duties in the Event of Occurrence, Claim, or Suit section of the policy is amended to include:

knowledge of any occurrence, claim, or suit by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such injury, claim, or suit shall have been received by the Department Of Budget & Management or any executive officer.

Accepted Declined

Broad Named Insured Endorsement

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted Declined

Unintentional Errors and Omissions

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted Declined

Notice of Occurrence

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted Declined

Workers Compensation Codes and Projected Payrolls: Refer to enclosed "Workers Compensation Schedule."

Loss History: Refer to attached LOSS SUMMARY, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION

EXHIBIT B

SELECTION/EVALUATION CRITERIA

**HIDALGO COUNTY
REQUEST FOR PROPOSAL**

**EXCESS WORKERS' COMPENSATION
INSURANCE**

RFP NO. 13-155-11-20-YSI

SELECTION/EVALUATION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a “Selection Committee” comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the “Selection Committee” may select proposing organizations for “in person” presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of COUNTY’S COMMISSIONERS’ COURT.

1. Economic Evaluation of the Proposed Fee Schedule **20 Points**
2. Responsiveness to the Request For Proposal **20 Points**
 - a. Requested information included and thoroughness of response.
 - b. Understanding and acceptance of the scope of services.
 - c. Acceptance of the RFP and Contract requirements.
 - d. Clarity and conciseness of the response.
3. Proposer’s capability to provide the services requested **60 Points**
 - a. Background of Proposer and Support Personnel, including professional qualifications.
 - b. Relevant experience of the Proposer.
 - c. Specific experience with public entity clients.
 - d. Other resources, including the total number of employees, number and location of offices.
 - e. References and experience in the Texas Public Sector.

County may accept, within the time specified herein, any Proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the County.

The Contract will be awarded to the respondent whose Proposal will be most advantageous to County, as determined by the evaluation factor’s listed herein and by the recommendation of the Selection Committee with approval of Commissioners Court.

RFP SELECTION/EVALUATION FORM

Selection Criteria

		<u>Point</u>	<u>Score</u>
1.	Economic Evaluation of the Proposed Fee Schedule	20 Points	<u> </u>
2.	Responsiveness to the Request For Proposal		
	a. Requested information included and thoroughness of response.		
	b. Understanding and acceptance of the scope of services.		
	c. Acceptance of the RFP and Contract requirements.		
	d. Clarity and conciseness of the response. Responsiveness to the Request For Proposal		
		20 Points	<u> </u>
3.	Proposer’s capability to provide the services requested and information contained in Attachment “A”.		
	a. Background of Proposer and Support Personnel, including professional qualifications.		
	b. Relevant experience of the Proposer.		
	c. Specific experience with public entity clients.		
	d. Other resources, including the total number of employees, number and location of offices.		
	e. References and experience in the Texas Public Sector.		
		60 Points	<u> </u>
	Total	100 Points	Score

Provider: _____

Evaluator: _____

Date: _____

Comments: _____

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR 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				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE	\$
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY-EA ACCIDENT	\$
<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY	EA ACC AGG \$	
	GARAGE LIABILITY				EACH OCCURENCE	\$
	<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
C	EXCESS LIABILITY					\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- <input type="checkbox"/> OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

Hidalgo County
 Attn: Purchasing Department
 2812 S Highway Bus. 281
 Edinburg, Texas 78539

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- " will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- " will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- " have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

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

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

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

4

Signature of person doing business with the governmental entity

Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
--

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____, 20____.

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: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
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 <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
Social security number																			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Employer identification number																	
Employer identification number																			

Part II Certification	
Under penalties of perjury, I certify that:	
<ol style="list-style-type: none"> 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 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 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ 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.

THIS PAGE MUST BE SUBMITTED WITH BID)

Hidalgo County
“Excess Workers’ Compensation Insurance”
Exhibits - Table of Contents
RFP NO: 13-155-11-20-YSI

EXHIBITS:

1. Claim Summary Report:
 - 2003 Year to Present
2. 2012 Total Budgeted Compensation
3. Declaration Page
4. Head Start Program Locations Sites
5. 2012/2013 Budget-Go To Hidalgo County Website @
www.co.hidalgo.tx.us

Fiscal Year Summary WC - MO / Ind Group

Workers Comp - Medical Only / Indemnity Group

08/01/2013 - 08/31/2013

Fiscal Year	Claim Type	Open	Closed	Total Claims	Paid This Period	Incurred This Period	Recovery this Period	Paid	Outstanding	Incurred	Recovery	Net Incurred
Insured : Hidalgo County - WC												
2003	Indem	0	88	88	0.00	0.00	0.00	1,183,305.98	0.00	1,183,305.98	(26,147.64)	1,157,158.34
	MO	0	97	97	0.00	0.00	0.00	96,282.65	0.00	96,282.65	0.00	96,282.65
	Rec Only	0	100	100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0	285	285	0.00	0.00	0.00	1,279,588.63	0.00	1,279,588.63	(26,147.64)	1,253,440.99
2004	Indem	0	124	124	0.00	0.00	0.00	1,614,596.65	0.00	1,614,596.65	(275,601.63)	1,338,995.02
	MO	0	242	242	0.00	0.00	0.00	180,114.76	0.00	180,114.76	(5,959.00)	174,155.76
	Rec Only	0	282	282	0.00	0.00	0.00	155.68	0.00	155.68	0.00	155.68
		0	648	648	0.00	0.00	0.00	1,794,867.09	0.00	1,794,867.09	(281,560.63)	1,513,306.46
2005	Indem	3	119	122	1,129.84	1,129.84	0.00	1,024,319.35	6,550.39	1,030,869.74	(38,804.85)	992,064.89
	MO	0	194	194	0.00	0.00	0.00	146,241.03	0.00	146,241.03	(4,352.96)	141,888.07
	Rec Only	1	280	281	300.00	0.00	0.00	35,573.25	2,173.20	37,746.45	0.00	37,746.45
		4	593	597	1,429.84	1,129.84	0.00	1,206,133.63	8,723.59	1,214,857.22	(43,157.81)	1,171,699.41
2006	Indem	1	129	130	725.00	0.00	0.00	1,000,719.17	1,292.15	1,002,011.32	(17,856.27)	984,155.05
	MO	0	176	176	0.00	0.00	0.00	145,095.29	0.00	145,095.29	0.00	145,095.29
	Rec Only	0	241	241	0.00	0.00	0.00	720.19	0.00	720.19	0.00	720.19
		1	546	547	725.00	0.00	0.00	1,146,534.65	1,292.15	1,147,826.80	(17,856.27)	1,129,970.53
2007	Indem	0	146	146	0.00	0.00	0.00	1,007,178.03	0.00	1,007,178.03	(40,694.23)	966,483.80
	MO	0	160	160	0.00	0.00	0.00	115,142.76	0.00	115,142.76	0.00	115,142.76
	Rec Only	0	251	251	0.00	0.00	0.00	186.16	0.00	186.16	0.00	186.16
		0	557	557	0.00	0.00	0.00	1,122,506.95	0.00	1,122,506.95	(40,694.23)	1,081,812.72
2008	Indem	2	100	102	1,439.14	4,050.00	0.00	1,119,335.33	4,831.61	1,124,166.94	(22,359.32)	1,101,807.62
	MO	0	171	171	0.00	0.00	0.00	133,511.26	0.00	133,511.26	(323.47)	133,187.79
	Rec Only	0	313	313	0.00	0.00	0.00	119.01	0.00	119.01	0.00	119.01
		2	584	586	1,439.14	4,050.00	0.00	1,252,965.60	4,831.61	1,257,797.21	(22,682.79)	1,235,114.42
	Indem	0	122	122	0.00	0.00	0.00	652,293.89	0.00	652,293.89	(3,648.80)	648,645.09
	MO	0	157	157	0.00	0.00	0.00	108,983.31	0.00	108,983.31	0.00	108,983.31

Fiscal Year Summary WC - MO / Ind Group

Workers Comp - Medical Only / Indemnity Group

08/01/2013 - 08/31/2013

Fiscal Year	Claim Type	Open	Closed	Total Claims	Paid This Period	Incurred This Period	Recovery this Period	Paid	Outstanding	Incurred	Recovery	Net Incurred
Insured : Hidalgo County - WC												
2009	Rec Only	0	311	311	0.00	0.00	0.00	1,294.33	0.00	1,294.33	0.00	1,294.33
		0	590	590	0.00	0.00	0.00	762,571.53	0.00	762,571.53	(3,648.80)	758,922.73
2010	Indem	3	162	165	4,848.11	0.00	0.00	1,201,519.29	66,363.94	1,267,883.23	(31,776.26)	1,236,106.97
	MO	0	130	130	0.00	0.00	0.00	113,471.49	0.00	113,471.49	(6,000.00)	107,471.49
	Rec Only	0	274	274	0.00	0.00	0.00	407.99	0.00	407.99	0.00	407.99
		3	566	569	4,848.11	0.00	0.00	1,315,398.77	66,363.94	1,381,762.71	(37,776.26)	1,343,986.45
2011	Indem	6	197	203	8,294.98	10,006.30	0.00	1,355,621.28	73,018.60	1,428,639.88	(54,309.21)	1,374,330.67
	MO	0	132	132	0.00	0.00	0.00	114,087.35	0.00	114,087.35	0.00	114,087.35
	Rec Only	0	278	278	0.00	0.00	0.00	1,173.35	0.00	1,173.35	0.00	1,173.35
		6	607	613	8,294.98	10,006.30	0.00	1,470,881.98	73,018.60	1,543,900.58	(54,309.21)	1,489,591.37
2012	Indem	16	131	147	34,091.67	24,877.24	0.00	824,461.82	124,641.38	949,103.20	(11,007.54)	938,095.66
	MO	0	184	184	148.68	(563.47)	0.00	130,097.34	0.00	130,097.34	0.00	130,097.34
	Rec Only	0	237	237	0.00	0.00	0.00	744.54	0.00	744.54	0.00	744.54
		16	552	568	34,240.35	24,313.77	0.00	955,303.70	124,641.38	1,079,945.08	(11,007.54)	1,068,937.54
2013	Indem	29	59	88	53,189.89	124,028.64	0.00	212,602.24	213,512.61	426,114.85	0.00	426,114.85
	MO	39	73	112	13,475.71	14,160.55	0.00	72,704.84	36,927.46	109,632.30	0.00	109,632.30
	Rec Only	1	161	162	348.29	348.29	0.00	1,177.71	0.00	1,177.71	0.00	1,177.71
		69	293	362	67,013.89	138,537.48	0.00	286,484.79	250,440.07	536,924.86	0.00	536,924.86
	INDEM Total :	60	1,377	1,437	103,718.63	164,092.02	0.00	11,195,953.03	490,210.68	11,686,163.71	(522,205.75)	11,163,957.96
	MO Total :	39	1,716	1,755	13,624.39	13,597.08	0.00	1,355,732.08	36,927.46	1,392,659.54	(16,635.43)	1,376,024.11
	Rec Only Total :	2	2,728	2,730	648.29	348.29	0.00	41,552.21	2,173.20	43,725.41	0.00	43,725.41
	Insured Total :	101	5,821	5,922	117,991.31	178,037.39	0.00	12,593,237.32	529,311.34	13,122,548.66	(538,841.18)	12,583,707.48
	INDEM Total :	60	1,377	1,437	103,718.63	164,092.02	0.00	11,195,953.03	490,210.68	11,686,163.71	(522,205.75)	11,163,957.96
	MO Total :	39	1,716	1,755	13,624.39	13,597.08	0.00	1,355,732.08	36,927.46	1,392,659.54	(16,635.43)	1,376,024.11
	Rec Only Total :	2	2,728	2,730	648.29	348.29	0.00	41,552.21	2,173.20	43,725.41	0.00	43,725.41
	Grand Total :	101	5,821	5,922	117,991.31	178,037.39	0.00	12,593,237.32	529,311.34	13,122,548.66	(538,841.18)	12,583,707.48

Expenditure Summary Report

Standard Report Format

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2202 SELF-FUNDED WORKERS' COMP						
2-2202-419-50-115-060-0-141	HIDALGO CO W/C-LOST WAGES	338,944.64	.00	338,944.64	338,944.64	.00 100.00
2-2202-419-50-115-060-0-331	HIDALGO CO W/C-PHYSICIAN SERVICES	564,050.96	.00	564,050.96	564,050.96	.00 100.00
2-2202-419-50-115-060-0-333	HIDALGO CO W/C-LEGAL SERVICES	91,152.47	.00	91,152.47	91,152.47	.00 100.00
2-2202-419-50-115-060-0-820	HIDALGO CO W/C-CLAIMS & JUDGEMENTS NOT C	.00	.00	27,000.00	27,000.00	-27,000.00 .00
060		994,148.07	.00	1,021,148.07	1,021,148.07	-27,000.00 102.72
2-2202-419-50-115-061-0-333	DD 1 W/C-LEGAL SERVICES	468.17	.00	468.17	468.17	.00 100.00
2-2202-419-50-115-061-0-820	DD 1 W/C-CLAIMS & JUDGEMENTS NOT COVERED	.00	.00	-1,000.00	-1,000.00	1,000.00 .00
061		468.17	.00	-531.83	-531.83	1,000.00 -113.60
2-2202-419-50-115-062-0-333	CSA W/C-LEGAL SERVICES	.00	.00	.00	.00	.00 .00
2-2202-419-50-115-062-0-820	CSA W/C-CLAIMS & JUDGEMENTS NOT COVERED	.00	.00	-2,000.00	-2,000.00	2,000.00 .00
062		.00	.00	-2,000.00	-2,000.00	2,000.00 .00
2-2202-419-50-115-063-0-141	HEADSTART W/C-LOST WAGES	43,919.90	.00	43,919.90	43,919.90	.00 100.00
2-2202-419-50-115-063-0-331	HEADSTART W/C-PHYSICIAN SERVICES	215,800.65	.00	206,409.93	206,409.93	9,390.72 95.65
2-2202-419-50-115-063-0-333	HEADSTART W/C-LEGAL SERVICES	18,077.63	.00	18,077.63	18,077.63	.00 100.00
2-2202-419-50-115-063-0-820	HEADSTART W/C-CLAIMS & JUDGEMENTS NOT CO	.00	.00	12,000.00	12,000.00	-12,000.00 .00
063		277,798.18	.00	280,407.46	280,407.46	-2,609.28 100.94
2-2202-419-50-115-065-0-113	DBM-W/C DIV-REG F/T EMPLOYEES	196,397.93	.00	196,397.93	196,397.93	.00 100.00
2-2202-419-50-115-065-0-115	DBM-W/C DIV-LONGEVITY PAY	1,627.50	.00	1,627.50	1,627.50	.00 100.00
2-2202-419-50-115-065-0-211	DBM-W/C DIV-HEALTH INSURANCE	20,820.00	.00	16,656.00	16,656.00	4,164.00 80.00
2-2202-419-50-115-065-0-212	DBM-W/C DIV-LIFE INSURANCE	135.00	.00	135.00	135.00	.00 100.00
2-2202-419-50-115-065-0-220	DBM-W/C DIV-FICA	14,782.48	.00	14,711.74	14,711.74	70.74 99.52
2-2202-419-50-115-065-0-230	DBM-W/C DIV-RETIREMENT	19,734.76	.00	19,734.76	19,734.76	.00 100.00
2-2202-419-50-115-065-0-250	DBM-W/C DIV-UNEMPLOYMENT COMP	1,466.18	.00	1,390.21	1,390.21	75.97 94.82
2-2202-419-50-115-065-0-260	DBM-W/C DIV-WORKERS COMP	5.29	.00	5.29	5.29	.00 100.00
2-2202-419-50-115-065-0-311	DBM-W/C DIV-MGMT CONSULTING SRV	5,296.40	.00	3,600.00	3,600.00	1,696.40 67.97
2-2202-419-50-115-065-0-339	DBM-W/C DIV-OTHER PROF SRV	26,500.00	.00	.00	.00	26,500.00 .00
2-2202-419-50-115-065-0-432	DBM-W/C DIV-EQUIP&VEH R&M SRV	2,961.72	.00	1,194.46	1,194.46	1,767.26 40.33
2-2202-419-50-115-065-0-442	DBM-W/C DIV-EQUIP & VEHICLE RENTALS	5,314.74	.00	3,121.66	3,121.66	2,193.08 58.74
2-2202-419-50-115-065-0-531	DBM-W/C DIV-TELEPHONE	800.00	.00	774.60	774.60	25.40 96.83
2-2202-419-50-115-065-0-532	DBM-W/C DIV-WIRELESS DEVICES	654.36	.00	.00	.00	654.36 .00
2-2202-419-50-115-065-0-535	DBM-W/C DIV-POSTAGE	500.00	.00	373.61	373.61	126.39 74.72
2-2202-419-50-115-065-0-550	DBM-W/C DIV-PRINTING & BINDING	450.00	.00	197.85	197.85	252.15 43.97
2-2202-419-50-115-065-0-560	DBM-W/C DIV-MICROFILM & FILM DEVELOPMENT	500.00	.00	.00	.00	500.00 .00
2-2202-419-50-115-065-0-581	DBM-W/C DIV-TRAVEL IN COUNTY	1,000.00	.00	.00	.00	1,000.00 .00
2-2202-419-50-115-065-0-583	DBM-W/C DIV-TRAVEL OUT OF COUNTY	6,700.00	.00	500.20	500.20	6,199.80 7.47
2-2202-419-50-115-065-0-584	DBM-W/C DIV-REGISTRATION FEES	7,650.00	.00	220.00	220.00	7,430.00 2.88
2-2202-419-50-115-065-0-601	DBM-W/C DIV-OFFICE & COMPU SUPPL	9,050.50	.00	4,740.33	4,740.33	4,310.17 52.38

Expenditure Summary Report

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2202 SELF-FUNDED WORKERS' COMP						
2-2202-419-50-115-065-0-613 DBM-W/C DIV-SAFETY SUPPLIES	68.00	.00	68.00	68.00	.00	100.00
2-2202-419-50-115-065-0-626 DBM-W/C DIV-GASOLINE/DIESEL	8,789.28	.00	5,680.49	5,680.49	3,108.79	64.63
2-2202-419-50-115-065-0-631 DBM-W/C DIV-BOTTLED WATER	720.90	.00	228.20	228.20	492.70	31.65
2-2202-419-50-115-065-0-661 DBM-W/C DIV-MINOR OFFICE FURN & EQUIP	4,427.60	.00	1,225.37	1,225.37	3,202.23	27.68
2-2202-419-50-115-065-0-667 DBM-W/C DIV-MINOR SOFTWARE	2,000.00	.00	.00	.00	2,000.00	.00
2-2202-419-50-115-065-0-672 DBM-W/C DIV-EQ&VEH R&M SUPPLIES	700.00	.00	.00	.00	700.00	.00
2-2202-419-50-115-065-0-745 DBM-W/C DIV-COMPUTER EQUIPMENT	6,000.00	.00	2,391.50	2,391.50	3,608.50	39.86
2-2202-419-50-115-065-0-855 DBM-W/C DIV-LATE FEES,PENALTIES & FINANC	60.00	.00	5.28	5.28	54.72	8.80
2-2202-419-50-115-065-0-870 DBM-W/C DIV-DEPRECIATION	.00	.00	4,526.29	4,526.29	-4,526.29	.00
065	345,112.64	.00	279,506.27	279,506.27	65,606.37	80.99
2-2202-419-50-115-066-0-350 CLAIMS SERVICING-OTHER SERVICES	171,000.00	.00	171,000.00	171,000.00	.00	100.00
2-2202-419-50-115-066-0-524 CLAIMS SERVICING-GENERAL INSURANCE	160,000.00	.00	160,000.00	160,000.00	.00	100.00
066	331,000.00	.00	331,000.00	331,000.00	.00	100.00
2202 SELF-FUNDED WORKERS' COMP	1,948,527.06	.00	1,909,529.97	1,909,529.97	38,997.09	98.00
2 YEAR 2012	1,948,527.06	.00	1,909,529.97	1,909,529.97	38,997.09	98.00

TEMPORARY CONFIRMATION OF INSURANCE

Assigned No.: CP0641948

This Temporary Confirmation of Insurance is evidence that, in accordance with your instructions and acting on your behalf, we have procured from certain Insurer(s) the coverage described hereinafter. This Confirmation is subject to all the terms and conditions of the Policy or Cover Note to be issued and shall be automatically terminated and voided by delivery of said Policy or Cover Note. In the event of any inconsistency, the terms and conditions of the Policy or Cover Note prevail.

HIDALGO COUNTY
EMPLOYERS LIABILITY INSURANCE CO.
2011 DEC 29 PM 4 00

1. Name of Assured: **HIDALGO COUNTY**
2. Mailing Address: **2812 S. BUSINESS 281, NEW ADMINISTRATION BUILDING
EDINBURG, TX 78539**
3. Insurer(s): **STAR INSURANCE COMPANY**
A.M. Best's Rating: **A-IX**
4. Confirmation Term: From: **01/01/2012** To: **Policy/Cover Note Issuance** TIME: **12:01 A.M. C.S.T.**
5. Policy Term: From: **01/01/2012** To: **01/01/2013** TIME: **12:01 A.M. C.S.T.**
6. Coverage: **EXCESS LIABILITY COVERAGE**
7. Interest: **PER DECLARATIONS**
8. Limits of Liability: **\$ 1,000,000 Each Accident / Occurrence Limit
\$ 2,000,000 Policy Aggregate Limit
Workers' Compensation Statutory Coverage**

9. Underlying Limit(s) and Deductible(s): **\$ 1,000,000 General Liability Self-Insured Retention
\$ 350,000 Workers' Compensation Self-Insured Retention**

10. Description of Location and Subject of Insurance: **PER DECLARATIONS**

11. Service of Suit should be sent per General Conditions herein.

12. Rate: **PER DECLARATIONS**

13. Premium: **\$ 160,000.00** PAYABLE TO: **McGriff, Seibels & Williams of Texas, Inc.
Drawer 456 / P.O. Box 11407
Birmingham, AL 35246-0001**
- Policy Fee: **\$ -**

TOTAL: \$ 160,000.00 **NO FLAT CANCELLATIONS**

PREMIUM DUE DATE TO MSW: 01/01/2012

14. This confirmation is made and accepted subject to the foregoing stipulations and General Conditions attached hereto, which are specially referred to and made a part of this Confirmation together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of the Undersigned shall have power to waive or be deemed to have waived any provisions or condition of this Confirmation unless such waiver, if any shall be written upon or attached hereto, nor shall any privilege or permission affecting this Confirmation exist or be claimed by the Assured unless so written or attached.

Issued at: **San Antonio, Texas**

McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

On: **December 27, 2011**
(sgs)

BY: 
Authorized Representative

[COPY]

2012 JAN 3 PM 3 00
RECEIVED BY



IMS / London American
 Campbell Centre II -Suite 1450, North Central Ex
 Dallas, TX 75206
 Voice (214) 373-3936 * Fax (214) 739-1904

BINDER

No. CP0641948

Previous No.
 CP0513734

Named Insured:
 County of Hidalgo, Texas

2818 South Business 281
 Edinburg TX 78539

Jackie Day

McGriff, Seibels, (Dal)
 Williams of Texas, Inc.
 5080 Spectrum Dr. Ste 900E
 Addison TX 75001

Name of Insurer(s)
 Star Insurance Company 1008

Fax: (469) 232-2101

Binder Effective: 01-01-12 to 01-01-13
 Policy Effective: 01-01-12 to 01-01-13
 12:01 A.M. Standard Time

TYPE OF POLICY: Excess General Liability and Workers Compensation

LIMITS: Liability - \$1,000,000/\$2,000,000
 Workers Compensation - Statutory

SIR: Liability - \$1,000,000
 Workers Compensation - \$350,000

TERMS/CONDITIONS: Per Policy to be Issued

HIDALGO COUNTY
 EMPLOYEE SERVICES
 2011 DEC 29 PM 4 09

TOTAL PREMIUM 60,000.00

CONDITIONS: THIS TEMPORARY BINDING OF COVERAGE SHALL BE VOID FROM THE BEGINNING IF THE UNDERWRITER DOES NOT RECEIVE, REVIEW AND ACCEPT SUCH MATERIALS AND INFORMATION REQUESTED ABOVE WITHIN THE TIME FRAME STATED. THIS BINDER IS ALSO CANCELLED WHEN A POLICY IS ISSUED.

Date November 29, 2011

Authorized Representative:

RECEIVED BY
 12 PM 3 30

[COPY]

Hidalgo County Head Start Program Center Directory 2013-2014

ALAMO H/S CENTER C.M.: JUAN R. NAVEJA 303 South 7 th Alamo, TX 78516 Phone #: 787-4318 Fax #: 283-0573	EDINBURG IV H/S CENTER C.M.: ESTEFANA BARCO 3215 Richardson Rd. Edinburg, TX 78539 Phone #: 383-4730 Fax #: 316-0432	MCALLEN IV H/S CENTER C.M.: IMELDA VELA 3900 South Ware Road McAllen, TX 78501 Phone #: 618-3797 /687-3665 Fax #: 618-1256	MISSION IV H/S CENTER C.M.: DIANA ANZALDUA 301 South Inspiration Mission, TX 78574 Phone #: 581-6409 /581-6453 Fax #: 581-1835	SAN JUAN II H/S CENTER C.M.: NORMA DONAVA 601 Earling Rd. San Juan, TX 78589 Phone #: 782-1056/ 781-7486 Fax #: 781-9022	ADMINISTRATION OFFICE 1901 W. State Hwy 107 McAllen, TX 78504 P.O. Box 0117 Edinburg, TX 78540-0117 Phone #: 383-0706 DEPARTMENT FAX #s: Administration: 380-2588 Procurement: 381-0439 Finance: 380-4118 Special Services : 380-4146 Family Services: 380-4163 Personnel: 380-4176 Staff/Edc/Tran: 380-4178 Child Nutrition: 380-4179 Health/Mental Health:380-4153 Insurance: 380-4176 Maintenance/Trans: 380-4180
ALTON H/S CENTER C.M.: SIMONA PENA 202 W. Dawes Ave. Alton, TX 78572 Phone #: 581-8854 Fax #: 583-6016	EDINBURG V H/S CENTER C.M.: ANA VILLARRUTIA 3500 E. F.M. 2812 Edinburg, TX 78539 Phone #: 383-0665 Fax: 383-2760	MCALLEN V H/S CENTER C.M.: LUDIVINA ALMAGUER 1200 North 25 th St. McAllen, TX 78501 Phone #: 928-1396 Fax #: 994-8292	MONTE ALTO H/S CENTER C.M.: ALICIA BECERRA 25249 1 st Street Monte Alto, TX 78538 Phone #: 262-4591 Fax #: 262-9229	SULLIVAN CITY H/S CENTER C.M.: MIRTA TRIGO 379 E. Expressway 83 Sullivan City, TX 78595 Phone #: 485-2996 Fax #: 485-9597	
DONNA I H/S CENTER CM: MARIA H NAJERA 1402 Silver Ave. Donna, TX 78537 Phone #: 464-2443 Fax #: 464-5373	ELSA H/S CENTER C.M.: ALICIA BECERRA 700 Northwest Hidalgo Elsa, TX 78543 Phone #: 262-4542 Fax #: 262-3644	MCALLEN VI H/S CENTER C.M.: LETICIA RODRIGUEZ 2601 Sarah Avenue McAllen, TX 78502 Phone #: 683-8166 /683-0492 Fax #: 683-1966	PALMVIEW I H/S CENTER C.M.: ANNA CEDILLO 1208 Paula Dr., Unit I Palmview, TX 78574 Phone #: 580-6965 Fax #: 519-7373	UTPA H/S CENTER C.M.: MARIA D. GUTIERREZ 1201 W. University Dr. College of Ed., Rm 1.408/1.410 Edinburg, TX 78539 Phone #: 665-2465 Fax #: 665-2466	
DONNA II H/S CENTER CM: NINFA MUNGUIA 1715 Miller Ave. Donna, TX 78537 Phone #: 464-2561 Fax #: 461-3830	HIDALGO H/S CENTER C.M.: MARIO RENDON, JR. 607 South 5 th St. Hidalgo, TX 78557 Phone #: 843-8361/843-6321 Fax #: 843-6739	VINE TERRACE H/S CENTER C.M.: LUDIVINA ALMAGUER 2220 (B) North 27 th St. McAllen, TX 78501 Phone #: 687-9437 Fax #: 630-4707	PALMVIEW II H/S CENTER C.M.: CYNTHIA GONZALEZ 618 N Breyfogle Rd. Palmview, TX 78574 Phone #: 583-4435 /583-4413 Fax #: 584-3178	WESLACO I H/S CENTER C.M.: NATALIA SALAS 310 N. Kansas St. Weslaco, TX 78596 Phone #: 968-3886 Fax #: 969-8116	
DONNA IV H/S CENTER C.M.: NINFA MUNGUIA 202 West South Avenue Donna, TX 78537 Phone #: 461-2699 Fax #: 461-3245	LA HERENCIA H/S CENTER C.M.: OLGA RUBIO RR 3 Box 3059 Mercedes, TX 78570 Phone #: 514-4828 Fax #: 514-4917	MERCEDES I H/S CENTER C.M.: LUISA BARRERA 1100 W. Expressway 83 Mercedes, TX 78570 Phone #: 565-5062 Fax #: 514-1163	PALMVIEW III H/S CENTER C.M.: ANA CEDILLO 1208 Paula Dr., Unit III Palmview, TX 78574 Phone #: 584-3860 Fax #: 584-3857	WESLACO II H/S CENTER C.M.: NATALIA SALAS 3030 N. TEXAS BLVD. Weslaco, TX 78596 Phone #: 969-3064 Fax #: 447-1789	
EDCOUCH H/S CENTER C.M.: ALEJANDRA PEREZ W. Hwy 107 & Mile 4 N. Edcouch, TX 78538 Phone #: 262-4552 Fax #: 262-7527	LA JOYA H/S CENTER C.M.: MARISSA GUERRA 105 E. 5 th & Leo Ave. La Joya, TX 78560 Phone #: 581-2022-581-1372 Fax #: 584-7298	MERCEDES II H/S CENTER C.M.: OLGA RUBIO 3601 East Mile 8 North Weslaco, TX 78596 Phone #: 514-5492 Fax #: 514-1247	PHARR H/S CENTER C.M.: MARIZA GARCIA 415 E. Clark Pharr, TX 78577 Phone #: 781-0116 /283-7827 Fax #: 787-4750	WESLACO III H/S CENTER C.M.: JESSE VELA 1317 W. Expressway 83 Weslaco, TX 78596 Phone #: 968-9751 Fax #: 969-8668	
EDINBURG I H/S CENTER C.M.: MARIA SALINAS 225 South 25 th St. Edinburg, TX 78539 Phone #: 383-3922/383-0931 Fax #: 383-0823	LAS MILPAS I H/S CENTER C.M.: VIRGINIA MONTANEZ 714 Zapata Ave. Pharr, TX 78577 Phone #: 783-1723 Fax #: 781-2696	MISSION I H/S CENTER C.M.: ZORAIDA GARCIA 115 Mayberry Mission, TX 78572 Phone #: 581-2031 Fax #: 585-7802	PROGRESO H/S CENTER C.M.: MARICELA INFANTE 109 W. Palm Ave Progreso, TX 78579 Phone #: 565-0107 Fax #: 514-0317	WESTERN RD H/S CENTER C.M.: PETRA MARTINEZ 8245 E. Poinsetta Dr. Mission, TX 78573 Phone #: 583-9700 Fax #: 581-8155	
EDINBURG II H/S CENTER C.M.: MARIA D. GUTIERREZ 1200 North 1 st St. Edinburg, TX 78539 Phone #: 380-1088/289-1966 Fax #: 287-9321	LAS MILPAS II H/S CENTER C.M.: VERONICA ZAMORA 901 E. Thomas Pharr, TX 78577 Phone #: 787-6525 /781-6309 Fax #: 787-6431	MISSION II H/S CENTER C.M.: ESTELLA GONZALEZ 1105 East 8 th St. Mission, TX 78572 Phone #: 581-3635 Fax #: 583-6218	SAN CARLOS H/S CENTER C.M.: IRMA GONZALEZ 134 North 86 San Carlos, TX 78539 Phone #: 381-9119 Fax #: 381-9307		
EDINBURG III H/S CENTER C.M.: MARIA SALINAS 3817 South I Rd. Edinburg, TX 78539 Phone #: 383-7041 Fax #: 383-7370	AUSTIN (A-1) H/S CENTER C.M.: MARTHA DE LEON 2100 FIR ST McAllen, TX 78501 Phone #: 631-4240 /630-9876 Fax #: 682-5709	MISSION III H/S CENTER C.M.: DIANA MIRELES 3401 N. Mayberry Mission, TX 78572 Phone #: 580-9709 Fax #: 581-3252	SAN JUAN I H/S CENTER C.M.: VERONICA GARCIA 200 North Cougar San Juan, TX 78589 Phone #: 787-4358 Fax #: 787-8265		

CENTRAL KITCHENS:

EDCOUCH KITCHEN
HEAD COOK:
BERTHA HERNANDEZ
W. Hwy 107 & Mile 4 N.
Edcouch, TX 78538
Phone #: 262-2552 / 262-9867
Fax #: 262-5284

PALMVIEW KITCHEN
HEAD COOK:
SUSANA GARCIA
1208 Paula Dr., Unit II
Mission, TX 78572
Phone #: 581-7415
Fax #: 581-0020

911 Addresses

Revised: 08.20.13

AI-47362

Purchasing Department 15. J. 1.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Comm. H Palacios,
HC-Pct. 2

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for Pct No. 2 for Border Colonia Round III with R. Gutierrez Engineering Corporation as authorized and approved for negotiations by CC on 10/28/14;

B. Requesting approval of Work Authorization No. 1 for contract # C-CAP-14-400-10-28 with a proposed fee of \$19,583.34 with R. Gutierrez Engineering Corporation to provide Plans, Specifications and Estimate and Construction Inspection for Round 3 BCAP Project to Hidalgo County Precinct No. 3 for Las Fuentes a Border Colonia Access Program Round III Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1312-431-00-122-411-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/14/2014. RE: Req. #267028

Attachments

legal ok

agrmnt

wal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/14/2014 01:57 PM
Budget & Management	Veronica Ortiz	11/14/2014 02:04 PM
Sylvia Solis	Sylvia Solis	11/14/2014 03:10 PM
Auditor's Office	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Yvette Islas		Started On: 11/10/2014 02:51 PM
	Final Approval Date: 11/14/2014	

Zimbra

yvette.salinas@co.hidalgo.tx.us

RE: R. Gutierrez agrmnt

From : Steve Crain <scrain@atlashall.com>

Tue, Nov 11, 2014 07:45 AM

Subject : RE: R. Gutierrez agrmnt**To :** 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

If the address is correct in Article 28 then the agreement is fine.

-----Original Message-----

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]

Sent: Monday, November 10, 2014 3:17 PM

To: Steve Crain

Subject: Re: R. Gutierrez agrmnt

Please see attached with revisions.

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

----- Original Message -----

From: "Steve Crain" <scrain@atlashall.com>

To: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>

Sent: Friday, November 7, 2014 11:57:57 AM

Subject: RE: R. Gutierrez agrmnt

Termination date is not filled in in 3.1 and the insurance has expired.

-----Original Message-----

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]

Sent: Friday, November 07, 2014 11:34 AM

To: Steve Crain

Subject: R. Gutierrez agrmnt

Mr. Crain,

Please review attached.

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

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 the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** 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 as identified in **EXHIBIT “B”- Services to 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.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions 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.

3.1 Termination Date. This Agreement shall terminate at the close of business on **November 18, 2015** (hereinafter referred to as the “**Termination Date**”) unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 here in and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the

expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 Basic Services. For and in consideration of the *Services* to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT “B”**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for *Services* shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 Special Services. Those services that may be required to provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT “B”**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as “**Special Services Fee**”) at the hourly labor rates and non-labor rates (hereinafter referred to as “**Contract Rates**”) specified in **EXHIBIT “D”** - *Contract Rates*, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as “**Work Authorization**”) in accordance with **Article 7** herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as “**Request for Payment**”). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment (“**Final Request for Payment**”) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due (“**Final Payment**”) under such **Final Request for Payment** in

accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this

Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT “E”- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT “B”**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT “D”**, attached hereto. The **Work Authorizations** shall not waive the **Owner’s** and the **Engineer’s** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project’s** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified

in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT “F” - Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as “**Supplemental Agreement**”.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT “D”**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is

granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra

services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably

require. Upon completion of the work or 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 **Project**, including but not limited to additions to or completion of the **Project**. 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 **Project** will be 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 **Project** 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 well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and

improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be

released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a

need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT “B”** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively “**Indemnitors**”) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner’s** respective directors, elected officials, employees and agents (collectively “**Indemnitees**”) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively “**Liabilities**”) of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer’s** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner’s** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")
- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**)

each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.

- (4) **Professional Liability** in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (*Hidalgo County Certificate of Insurance*) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT “G”- Hidalgo County Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration

contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:

**Hidalgo County
Attn: John Paul Lugo
1902 Joe Stephens, Ste 101
Weslaco, Texas 78599**

ENGINEER:

**R. Gutierrez Engineering Corporation
Attn: Ramiro Gutierrez, P.E., President
130 East Park Avenue
Pharr, TX 78577**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any

obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty. The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ____ day of _____, 20_____.

ENGINEER:
R. Gutierrez Engineering Corporation

BY: _____

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: _____

APPROVED AS TO FORM:

Atlas, Hall, & Rodriguez L.L.P.

By: _____

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 Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** -Supplemental Agreement Form
- EXHIBIT G** -Certificate of Insurance (*Hidalgo County*)

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 the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** 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 as identified in **EXHIBIT “B”- Services to 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.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions 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.

3.1 Termination Date. This Agreement shall terminate at the close of business on **November 18, 2015** (hereinafter referred to as the “**Termination Date**”) unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 here in and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the

expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 Basic Services. For and in consideration of the *Services* to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT “B”**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for *Services* shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 Special Services. Those services that may be required to provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT “B”**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as “**Special Services Fee**”) at the hourly labor rates and non-labor rates (hereinafter referred to as “**Contract Rates**”) specified in **EXHIBIT “D”** - *Contract Rates*, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as “**Work Authorization**”) in accordance with **Article 7** herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as “**Request for Payment**”). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment (“**Final Request for Payment**”) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due (“**Final Payment**”) under such **Final Request for Payment** in

accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this

Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT “E”- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT “B”**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT “D”**, attached hereto. The **Work Authorizations** shall not waive the **Owner’s** and the **Engineer’s** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project’s** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified

in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT “F” - Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as “**Supplemental Agreement**”.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT “D”**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is

granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra

services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably

require. Upon completion of the work or 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 **Project**, including but not limited to additions to or completion of the **Project**. 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 **Project** will be 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 **Project** 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 well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and

improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be

released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a

need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT “B”** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively “**Indemnitors**”) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner’s** respective directors, elected officials, employees and agents (collectively “**Indemnitees**”) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively “**Liabilities**”) of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer’s** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner’s** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")
- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**)

each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.

- (4) **Professional Liability** in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (*Hidalgo County Certificate of Insurance*) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT “G”- Hidalgo County Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration

contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:

**Hidalgo County
Attn: John Paul Lugo
1902 Joe Stephens, Ste 101
Weslaco, Texas 78599**

ENGINEER:

**R. Gutierrez Engineering Corporatio
Attn: Ramiro Gutierrez, P.E., President
130 East Park Avenue
Pharr, TX 78577**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any

obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty. The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ____ day of _____, 20_____.

ENGINEER:
R. Gutierrez Engineering Corporation

BY: _____

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

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 Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** -Supplemental Agreement Form
- EXHIBIT G** -Certificate of Insurance (*Hidalgo County*)

EXHIBIT “E”

HIDALGO COUNTY Professional Engineering Services Agreement # C-CAP- 14-400-10-28 Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**,” and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of **Pharr, Texas** hereinafter called “**Engineer**”.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Plans, Specifications and Estimate (PS&E) and Construction Inspection for Round 3 funded Proposition 3 – Border Access Colonia Program Projects of Hidalgo County Precinct **No.2** as identified in Attachment “A”.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT “A” – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT “B” – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$19,583.34**. This amount is based upon the costs outlined in the Estimated **Fee Proposal** attached hereto as **EXHIBIT “D1”**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Articles 5, 6, & 7** of the Agreement.

PART 4. FUNDING

This Work Authorization No. **1** shall be funded through funding source:
Account No. **4-1312-431-00-122-411-0-334**
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 2** Commissioner **Hector "Tito" Palacios** as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2

BY: _____

Commissioner Hector "Tito" Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on November 18, 2014 as indicated below and effective as of _____ day of _____, 20_____.

THE ENGINEER:
R. Gutierrez Engineering Corporation

THE OWNER:
HIDALGO COUNTY

By: Ramiro Gutierrez, P.E. President

By: Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
EXHIBIT "D1" - Fee Proposal

EXHIBIT “A”
Services to be provided by the OWNER

The following provides an outline of the services to be provided by the Owner in the development of the Project (as defined and more particularly identified in Exhibit “A” attached to this Agreement).

General

The Owner will provide to the Engineer the following:

- (1) Authorization to the Engineer to begin work.
- (2) Payment for work performed by the Engineer.
- (3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
- (4) Provide any available relevant data the Owner may have on file concerning the project.
- (5) Provide timely review and decisions in response to the Engineer’s request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule prepared in accordance with Attachment “C” of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
- (7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
- (8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
- (9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
- (10) Provide assistance to Engineer where necessary and possible with the Owner information/resources to ensure project is completed within timely/efficient basis.
- (11) Provide Engineer with Geotechnical Data of existing pavement thickness.

ATTACHMENT “B”

Services to be Provided by the Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Two funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

- I. PRELIMINARY PHASE - GENERAL PROJECT MANAGEMENT AND ADMINISTRATION
- II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS
- III. CONSTRUCTION PHASE – CONSTRUCTION MANAGEMENT, & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANAGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Attachment “C”.
2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

- 1) Review, verify and gather data necessary to proceed with design of approved TXDOT Colonia Projects.
- 2) Perform interviews with each Precinct County Commissioner and staff to identify “present day” complaints, roadway and drainage histories and preliminary design information for the approved projects.

- 3) Obtain geotechnical data for pavement designs; determine subsurface conditions. Geotechnical data may be provided by the Owner.
- 4) Develop pavement designs, including cost data, pavement material properties, and pavement drainage. Pavement designs to be provided by the Geotechnical Engineering firm.
- 5) Identify preliminary alignments; develop typical sections.
- 6) Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.
- 7) Verify FEMA FIRM zones and requirements.
- 8) Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and right of way data for each approved individual project as follows:

Utility Coordination/Inventory

- 1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify all existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts, The layout sheets will be reproducible drawings (11" X17") with the following information:
 - a) Existing and/or proposed right of way lines
 - b) Benchmark data
 - c) Existing and proposed drainage system(s)
 - d) Location and size of utility (plan/profile view)
 - e) Limits of existing casing pipe
 - f) Name of the owner/company
- 2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

- 1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at approximately 1,000 ft. intervals, or at intervals appropriate to suit field conditions, using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.
- 2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc.. Drainage elements to include: flow lines and/or top of structures for drain pipes, inlets, manholes, other miscellaneous structures and ditches.
- 3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map, where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepare parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11" X 17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate an economically

efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provided to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the June 1, 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, references to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Services for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

- 1) Geometric design – horizontal and vertical alignments, intersection geometrics; to be incorporated onto plan and profile sheets.

- 2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
- 3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
- 4) Earthwork Quantities – obtained from grading design.
- 5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavement markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

- 1) The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgement/acceptance, facility identification, specification reference, Engineer's seal, signature and date.
- 2) The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.
- 3) The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

- 4) Specifications List and general Notes. The Engineer will prepare an applicable

specification list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

- 5) Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.
- 6) Contract Time Determination Statement. The Engineer will determine the time required for construction of the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.
- 7) Additional documents. Right of Way Certification letter, material testing and sampling table.

III. CONSTRUCTION PHASE SERVICES

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

- 1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
- 2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.
- 3) The Engineer will assist Owner in the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration

- 4) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.
- 5) The Engineer will coordinate and conduct a pre-construction conference.
- 6) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer

will promptly notify the Owner of any such defect or deficiency identified, and take steps to require the Contractor to correct the defect or deficiency.

- 7) Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.
- 8) The Engineer will provide Project site inspection of the authorized construction contract(s) as follows:
 - a) Project Engineer. The Engineer will provide periodic site visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.
 - b) Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection of construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

- 9) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.
- 10) Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
 - a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
 - b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.
- 11) Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.
- 12) As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) sets of prints.

Fee Proposal

TASK	ESTIMATED CONSTRUCTION COST	PROFESSIONAL SERVICES FEE (10.5%)
LAS FUENTES SUBDIVISION		
Las Fuentes Subdivision Paving & Drainage	\$186,508.00	\$19,583.34
TOTAL	\$186,508.00	\$19,583.34
Preliminary Phase Services Fee (50% of Total)		\$9,791.67
Design Phase Services Fee (30% of Total)		\$5,875.00
Construction Phase Services Fee (20% of Total)		\$3,916.67

Note: Professional Services Fee it to be adjusted to 10.5% of Actual Construction Cost

AI-47354

Purchasing Department 15. K. 1.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Martha L. Salazar,
HC-PAgnt.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received (detailed and attached herein) for the purpose of award and approval of contract document to the responsible vendor submitting the lowest and best bid plus meeting all specifications and/or requirements as attached hereto for: Hidalgo County (ALL FUNDING SOURCES) RFB No. 2014-323-11-05-MEG

BACKGROUND

1. 6 bid packets requested and distributed;
2. 2 vendors submitting bids
3. Contract Document has been reviewed & approved as to from by legal counsel .

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

VARIOUS ACCOUNTS SINCE IT'S COUNTY WIDE

FISCAL YEAR: 2014

ACCT. #: 4-1100-421-00-280-001-0-605

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Attachments

Participating sheet

Tab sheet

Memo of Recommendation

Legal's approval

ins

contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/14/2014 01:56 PM
Budget & Management	Veronica Ortiz	11/14/2014 02:02 PM
Budget & Management	Veronica Ortiz	11/14/2014 02:02 PM
Auditor's Office	Monica Badillo	11/14/2014 05:21 PM

Form Started By: Elena Gomez

Started On: 11/07/2014 04:42 PM

Final Approval Date: 11/14/2014

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFSQ**

BID OPENING DATE: November 05, 2014 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/ RFSQ DESCRIPTION: "PURCHASE OF STRAW HATS"

RFSQ NO: 2014-323-11-05-MEG

BUYER II: ELENA GOMEZ

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. KALIFA'S WESTERN WEAR, INC. Attn: Abdala Kalifa	EM	Elena Gomez	10/14/14	209 S. 16th th Street McAllen, Texas 78501 956-687-5392 956-630-0813 kalifa7@aol.com
2. BOOTS & JEANS, INC. Attn: Martin Masso (Mail out only)	IP	Elena Gomez		2005 W. Expressway 83 Weslaco, Texas 78596 956-968-8150 F 956-969-3486 martymasso@hotmail.com
3. BULLRIDER WESTERN WEAR Attn: Gary Meade As per email not going to participate	EM	Elena Gomez	10/14/14	1606 S. 77 Sunshine Strip Harlingen, Texas 78550 956-425-7291 stmeade@gmail.com
4. CAVENDER'S WESTERN OUTFITTER Attn: Brian Ward	EM	Elena Gomez	10/14/14	3300 Expressway 83 Ste 900 McAllen, Texas 78501 956-687-2668 cbc051@cavenders.com
5. BOOT JACK Attn: Mindy Clem	EM	Elena Gomez	10/14/14	6601 N. 10th Street McAllen, Texas 78504 956-630-5144 Mindyc@bootjack.com
6. LIONEL'S WESTERN WEAR Attn: Sandy Pena	EM	Elena Gomez	10/14/14	332 So Texas Weslaco, TX. 78596 956-968-2552 sandypena@aol.com

*VIA:
IN PERSON (IP)
E-MAIL (EM)
E-MAIL REQUEST (EMR)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT REQUEST FOR SEALED QUOTE TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

RFSQ OPENING DATE: November 05, 2014

RFSQ OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "PURCHASE OF STRAW HATS"

RFSQ NO: 2014-323-11-05-MEG

BUYER: Elena Gomez

PARTICIPATING VENDOR		UNIT PRICE
1	Kalifa's Western Wear	\$ 63.00
2.	Boots & Jeans	\$ 66.00 (will size & shape all hats at No extra charge)



Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Lt Richard Ozuna, III
Hidalgo County Sheriff's Office

ATTN: Juan Tapia, Procurement Specialist

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Dept.

DATE: November 05, 2014

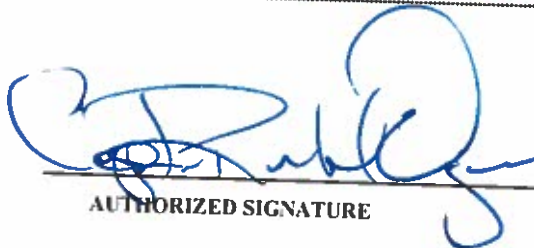
RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST**
Bid No. 2014-323-11-05-MEG Hidalgo County (all funding sources, programs & entities)-"Purchase of Straw Hats"

We have received **two (2) responses** for the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the low bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: elena.gomez@co.hidalgo.tx.us by no later than Tuesday, November 11, 2014 @11:00 A.M. in order to place this item on the agenda for next proposed Commissioners Court Meeting.**

Indicate the name of the Vendor(s) in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS:
Please Award to the Lowest Bid
Kalifa's Western Wear.
Budget Acct No.: 4x 1100-42100-280-001-0760.5

 Richard Ozuna HCSO 11-5-14
AUTHORIZED SIGNATURE PRINTED NAME DEPARTMENT DATE

Enclosures

Zimbra

leticia.saenz@co.hidalgo.tx.us

RE: Review & Approve - Contract #C-14-323-11-18-Kalifa's Western Wear Inc.-HC

From : Steve Crain <scrain@atlashall.com>**Thu, Nov 13, 2014 02:51 PM****Subject :** RE: Review & Approve - Contract #C-14-323-11-18-Kalifa's Western Wear Inc.-HC 2 attachments**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>**The contract is fine.**

From: Leticia H. Saenz [<mailto:leticia.saenz@co.hidalgo.tx.us>]**Sent:** Thursday, November 13, 2014 2:42 PM**To:** Stephen L. Crain; Steve Crain; Marynel Trevino**Subject:** Re: Review & Approve - Contract #C-14-323-11-18-Kalifa's Western Wear Inc.-HC

Hi, Ms. Marynel... 😊

See attached with corrections to paragraph.

Please advise.

Thanks.

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: "Stephen L. Crain" <scrain@atlashall.com>**To:** "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>**Sent:** Thursday, November 13, 2014 2:28:40 PM**Subject:** RE: Review & Approve - Contract #C-14-323-11-18-Kalifa's Western Wear Inc.-HC

Hi Letty:

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, November 13, 2014 7:17:18 AM
Subject: RE: Review & Approve - Contract #C-14-323-11-18-Kalifa's Western Wear Inc.-HC

Please add the immunities clause,

From: Leticia H. Saenz [<mailto:leticia.saenz@co.hidalgo.tx.us>]
Sent: Wednesday, November 12, 2014 4:58 PM
To: Steve Crain; Marynel Trevino
Cc: Elena Gomez; Darlene H. Betancourt
Subject: Review & Approve - Contract #C-14-323-11-18-Kalifa's Western Wear Inc.-HC

Mr. Crain-

Please review and approve as to form (attached hereto) **Contract #C-14-323-11-18-Kalifa's Western Wear, Inc.** for the purposes of: "**Purchase of Straw Hats**" (on as needed basis) for **Hidalgo County & (all its funding sources)**.

*****Note: will be placed on the next CC agenda for final approval of the agreement.***

Please advise.

Thanks.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2014

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 VALLEY INSURANCE PROVIDERS PO BOX 3783 PO Drawer 3783 MCALLEN TX 78502	CONTACT NAME: NORA RODRIGUEZ
	PHONE (A/C, No, Ext): (956) 781-6663 FAX (A/C, No): (956) 702-7556
	E-MAIL ADDRESS: nrodriguez@vip-ins.net
	INSURER(S) AFFORDING COVERAGE
	INSURER A: TRAVELERS INSURANCE
	INSURER B: Travelers Casualty & Surety
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
KALIFA'S WESTERN WEAR, INC.
209 S. 16TH STREET
McAllen TX 78501-

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PRIMARY & NON CONTRI GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	X	660-715X2876-TLC-14	02/03/2014	02/03/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			IAUB-8914Y48-6-14	02/03/2014	02/03/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	IAUB-8914Y48-6-14	02/03/2014	02/03/2015	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION	AI 003843
HIDALGO COUNTY PURCHASING DEPT. 2802 SOUTH BUSINESS HWY 281 EDINBURG, TX 78539-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE <i>J Young</i>	

REQUIREMENTS AGREEMENT
C-14-323-11-18

THIS AGREEMENT (the "Agreement") is entered into effective as of the **18th** day of **November, 2014** by and between **KALIFA'S WESTERN WEAR, INC.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the "**PURCHASE of STRAW HATS**" (**on an as needed basis**), (the "Product") as further described in Exhibit "A", Request for Sealed Quotes (RFSQ) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFSQ") for a period of **one (1) year** 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 references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** term. 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. This Contract shall commence on **December 6, 2014** and expire on **December 5, 2015** and it is agreed that the Products will meet the Specifications in the Request for Sealed Quotes (RFSQ) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller 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:

Kalifa's Western Wear, Inc.

Attn: Abdala Kalifa, President
209 South 16th Street
McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** Buyer 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.

j. **Insurance.** Company shall provide, to the extent 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. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

p. **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: _____, **2014**

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY:
KALIFA'S WESTERN WEAR, INC.

By: _____
Printed Name: Abdala Kalifa
Title: President

EXHIBIT "A"
REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET



Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

October 14, 2014

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Seals Quotes -**"PURCHASE OF STRAW HATS "**
RFSQ Bid No: 2014-323-11-05-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Sealed Quotes process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Elena Gomez, Buyer II
Hidalgo County Purchasing Department

Enclosures



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

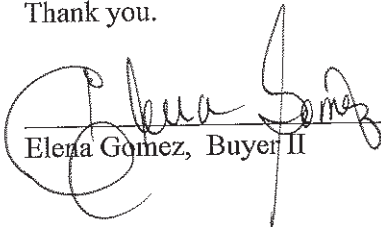
REQUEST FOR SEALED QUOTES (RFSQ)
TABLE OF CONTENTS

HIDALGO COUNTY
"PURCHASE OF STRAW HATS"
RFSQ NO: 2014-323-11-05-MEG

Item	Description	No. of Pages
1.	Request for Sealed Quotes Letter	1
2.	Request for Sealed Quotes, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	4
4.	Exhibit B, Bid Page	2
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 Sealed Quotes (RFSQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.


Elena Gomez, Buyer II

October 14, 2014
Date

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY

“PURCHASE OF STRAW HATS”

OPENING DATE:

November 05, 2014 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539



956 318-2626

Form HCPD-03

1. Sealed quotes will be received for **"- HIDALGO COUNTY PURCHASE OF STRAW HATS"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants 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 RFSQ.
2. All RFSQs are required with the Participants 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: **"RFSQ NO.: 2014-323-11-05-MEG-HIDALGO COUNTY-PURCHASE OF STRAW HATS"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. Tuesday November 05, 2014.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFSQs RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFSQ NO.: 2014-323-11-05-MEG.

Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all RFSQs 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 RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the RFSQ 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 RFSQs and re-advertise.
5. **For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.**
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 RFSQs including catalogue numbers and any necessary references.
7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQ.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ 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 Sealed Quotes. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.
10. County reserves the right to accept or reject any or all RFSQs.
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 RFSQ 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 card 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 of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:** (if applicable)
 - 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 Participant
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and contract number (if any)
 - d) Notation- "**HIDALGO COUNTY-PURCHASE OF STRAW HATS**" 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
Ray Eufrazio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

RFSQ Opening 9:30 A.M.

November 05, 2014

Award of Contract _____, 2014

Commence Work or Deliver Products _____, 2014

18. ~~BID OR PERFORMANCE BOND; PAYMENT UNDER CONTRACT (IF APPLICABLE FOR PUBLIC WORKS PROJECTS):~~

- ~~• If the contract proposed is for the construction of public works or is for a contract 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.~~
- ~~• 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. Clossner, 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 RFSQ 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. RFSQs, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective participant, by submitting a RFSQ, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;

- 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 Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful participant 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 participant, or of any agent, employee, subcontractor or supplier of successful participant 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 participant 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 participant'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 participant.
28. Successful participant 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 Sealed Quote shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant 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 participant 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.

Request for Seal Quote
for
HIDALGO COUNTY
“PURCHASE OF STRAW HATS”

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
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 participant further agrees, upon acceptance of its RFSQ, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
 Specifications/Requirements
 Hidalgo County
 "Purchase of Straw Hats"
 RFSQ No.:2014-323-11-05-MEG

PROJECT OVERVIEW:

Hidalgo County is requesting sealed quotes for an annual contract for "PURCHASE OF STRAW HATS" on an as needed basis, but in no event to exceed the \$50,000.00 (per year) statutory bid limit including, but not limited to the following:

I. GENERAL REQUIREMENTS

1. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any RFSQ that does not meet the minimum requirements and/or specifications will be rejected.
2. Hidalgo County is to receive pamphlets or Catalogues enclosed in Bid responses.
3. All Straw Hats must be **new** and unused.
4. This contract is to be used by any Hidalgo County Law Enforcement Officer.
5. Prices must be firm for the entire contract period and each consecutive contract period.
6. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Straw Hats" on an "**As Needed Basis**" including, but not limited to, the following:

II. SPECIFICATIONS: All hats must match officer hats presently in services.

STETSONS STRAW HATS (equal or better)

STYLE:	Rancher
MATERIAL:	Genuine Shantung Panama
COLOR	Natural
CROWN HEIGHT	4 ¾", 5"
SWEAT BAND:	Smooth Leather (Brown Color)
QUALITY:	10X
TYPE:	Round and Regular Oval
BRIM:	3.5 and 4"
CROWN EYELETS:	3 Eyelets on Both Sides
HAT BAND:	Black two cord
STOCK SIZES:	All hats shall be available in regular, wide oval, long oval or extra long oval shape in sizes: 6 ½" thru 7 ⅞"
MADE:	U.S.A.
PACKAGING:	Hats are to be shipped in individual boxes of sufficient strength to withstand transportation by common carrier and to assure carrier and to assure safe arrival at the delivery point. All hat boxes will have makings on the exterior indicating the hat size (This does not apply to local vendors).

TERMS & CONDITIONS:

1. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.
2. All RFSQ prices for items shall take into consideration shipping and handling costs.

EXHIBIT "A"
Specifications/Requirements
Hidalgo County
"Purchase of Straw Hats"
RFSQ No.:2014-323-11-05-MEG

3. Hidalgo County has the authority to utilize State Contracts whenever it is in the County's best interest to do so.
4. The initial contract term for this project will be for one (1) year with the County's option to extend 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.
5. Hidalgo County reserves the right to hold RFSQs for a period of ninety (90) days without taking any action.
6. The Insurance Requirements for this project to be maintained throughout the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".
7. Hidalgo County reserves the right to award to one (1) or multiple vendors if the County determines it is in its best interest to do so.
8. Award the contract to the responsible participant who submits the lowest and best bid or may reject all bids and issues a new solicitation. If two responsible participants submit the lowest and best, bid will be made to the responsible participant(s) submitting the lowest bid prices for the item(s) as specified.
9. Any contract awarded to a successful bidder will be in effect until;
 - A.) The contract expires
 - B.) Delivery acceptance of products and/or performance of services ordered, or
 - C.) Terminated by County with thirty (30) day's written notice prior to be cancellation
10. Hidalgo County reserves the right to refuse and reject any/all request for sealed quotes and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most valuable to Hidalgo County.

III. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

EXHIBIT "A"
Specifications/Requirements
Hidalgo County
"Purchase of Straw Hats"
RFSQ No.:2014-323-11-05-MEG

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

EXHIBIT "A"
Specifications/Requirements
Hidalgo County
"Purchase of Straw Hats"
RFSQ No.:2014-323-11-05-MEG

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFSQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Sandy Suarez, Buyer II, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or e-mail to elena.gomez@co.hidalgo.tx.us by no later than, **Monday, October 27, 2014 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Thursday, October 30, 2014 by 5:00 p.m.**

EXHIBIT "B"
RFSQ Page
 HIDALGO COUNTY
 "PURCHASE OF STRAW HATS"
 RFSQ NO. 2014-323-11-05-MEG

*****NOTE:** THE QUOTE PRICE SHOULD INCLUDE ANY ADDITIONAL COST

Internal use only: NIGP Commodity Code: 201-46 (Hats, straw)

DESCRIPTION	UNIT PRICE
STRAW HATS	\$ _____
Specify Any Comments or Deviation: _____ _____ _____ _____ _____	

EXHIBIT "B"
RFSQ Page
HIDALGO COUNTY
"PURCHASE OF STRAW HATS"
RFSQ NO. 2014-323-11-05-MEG

ACKNOWLEDGMENT FORM

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

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as **additional insured** 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 THEIR 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				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP	\$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY-EA ACCIDENT	\$
<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY	EA ACC AGG \$	
C	GARAGE LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
	EXCESS LIABILITY					\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
	<input type="checkbox"/> DEDUCTIBLE					\$
<input type="checkbox"/> RETENTION \$					\$	
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- <input type="checkbox"/> OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
	AUTHORIZED REPRESENTATIVE	

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS FORM MUST ACCOMPANY BID PACKET)

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, _____, possess all of the APPLICABLE:

- 1. Licenses: _____.
- 2. Bonds (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. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

(THIS FORM MUST ACCOMPANY BID PACKET)

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

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: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
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 I 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 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ 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 ³
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-8 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
TAB SHEET / BID PAGE

EXHIBIT "B"
RFSQ Page
HIDALGO COUNTY
"PURCHASE OF STRAW HATS"
RFSQ NO. 2014-323-11-05-MEG

*****NOTE: THE QUOTE PRICE SHOULD INCLUDE ANY ADDITIONAL COST**

Internal use only: NIGP Commodity Code: 201-46 (Hats, straw)

DESCRIPTION	UNIT PRICE
STRAW HATS	\$ <u>63.00</u>
Specify Any Comments or Deviation: _____ _____ _____ _____ _____	

EXHIBIT "B"
RFSQ Page
HIDALGO COUNTY
"PURCHASE OF STRAW HATS"
RFSQ NO. 2014-323-11-05-MEG

ACKNOWLEDGMENT FORM

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: KALIFA'S Western Wear, Inc.

ADDRESS: 209 S. 16TH. ST.

CITY/STATE/ZIP: McALLEN, TEXAS 78501

PHONE NUMBER: (956) 687-5392

FAX NUMBER: (956) 630-4524

CELL NUMBER: (956) 457-6635

CONTACT PERSON: ABDALA KALIFA

E-MAIL ADDRESS: KALIFA7@AOL.COM

AUTHORIZED SIGNATURE: Abdala Kalifa

TITLE: President

DATE: 10/21/2014

HIDALGO COUNTY PURCHASING DEPARTMENT REQUEST FOR SEALED QUOTE TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

RFSQ OPENING DATE: November 05, 2014

RFSQ OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "PURCHASE OF STRAW HATS"

RFSQ NO: 2014-323-11-05-MEG

BUYER: Elena Gomez

PARTICIPATING VENDOR		UNIT PRICE
1	Kalifa's Western Wear	\$ 63.00
2.	Boots & Jeans	\$ 66.00 (will size & shape all hats at No extra charge)

EXHIBIT "C"
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2014

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 VALLEY INSURANCE PROVIDERS PO BOX 3783 PO Drawer 3783 MCALLEN TX 78502	CONTACT NAME: NORA RODRIGUEZ
	PHONE (A/C, No, Ext): (956) 781-6663 FAX (A/C, No): (956) 702-7556
	E-MAIL ADDRESS: nrodriguez@vip-ins.net
	INSURER(S) AFFORDING COVERAGE
	INSURER A: TRAVELERS INSURANCE
	INSURER B: Travelers Casualty & Surety
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
KALIFA'S WESTERN WEAR, INC.
209 S. 16TH STREET
McAllen TX 78501-

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PRIMARY & NON CONTRI GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	X	660-715X2876-TLC-14	02/03/2014	02/03/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						\$ \$ \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			IAUB-8914Y48-6-14	02/03/2014	02/03/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	IAUB-8914Y48-6-14	02/03/2014	02/03/2015	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION	AI 003843
HIDALGO COUNTY PURCHASING DEPT. 2802 SOUTH BUSINESS HWY 281 EDINBURG, TX 78539-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE <i>J Young</i>	

AI-47405

Closed Session 16. C.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/13/2014 04:43 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Monica Badillo		Started On: 11/13/2014 04:32 PM
	Final Approval Date: 11/14/2014	

AI-47395

Closed Session 16. D.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Case No. 0913-S-T-026; Rene Montez v Sheriff's Office

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/13/2014 02:27 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Monica Badillo		Started On: 11/13/2014 02:24 PM
	Final Approval Date: 11/14/2014	

AI-47389

Closed Session 16. E.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Leihliana Ruelas, Deyanira Ruelas v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/13/2014 03:56 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Aida Alvarez		Started On: 11/13/2014 01:41 PM
	Final Approval Date: 11/14/2014	

AI-47406

Open Session 17. C.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/13/2014 04:43 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Monica Badillo		Started On: 11/13/2014 04:34 PM
	Final Approval Date: 11/14/2014	

AI-47396

Open Session 17. D.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Case No. 0913-S-T-026; Rene Montez v Sheriff's Office

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/13/2014 02:27 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Monica Badillo		Started On: 11/13/2014 02:25 PM
	Final Approval Date: 11/14/2014	

AI-47390

Open Session 17. E.

CC - REGULAR

Meeting Date: 11/18/2014

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Leihliana Ruelas, Deyanira Ruelas v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/13/2014 03:56 PM
Purchasing Department	Monica Badillo	11/14/2014 05:21 PM
Form Started By: Aida Alvarez		Started On: 11/13/2014 01:49 PM
	Final Approval Date: 11/14/2014	